

**OKEECHOBEE UTILITY AUTHORITY**  
**MEETING AGENDA**  
**September 17, 2024**  
**8:00 A.M.**

1. Call the Meeting to Order
  - Pledge of Allegiance
  - Determination of Voting Members
2. Agenda Additions or Deletions
  - 2A. SW 21<sup>st</sup> Street Watermain Repair
  - 2B. Holtz Consulting Engineers, Inc – Kings Bays Watermain Extension
  - 2C. Sulzer XFP 6” Pump Emergency Purchase
3. Public Hearing – Resolution 24-04 – Schedule of Rates, Fees and Charges
4. Public Hearing – Resolution 24-03 – Proposed FY25 Budget & Resolution
5. Public Hearing – Resolution 24-02 – Operations of the Okeechobee Utility Authority
6. Meeting Minutes from August 29, 2024
7. Update from Operations Director
- 8. Consent Agenda**
  9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
  10. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
  11. Invoice from Hinterland Group, Inc. – SWSA Project 2
  12. Invoice from C2i Control Instruments, Inc – PLC System Upgrade
  13. Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum Collection System
  14. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
  15. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements
  16. Invoice from CHA – Vac Station #2 Generator Replacement
  17. Invoice from Thorn Run Partners
  18. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

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19. Finance Report
20. 5<sup>th</sup> Draw-Down on Interim Financing – SWSA Project 2
21. Proposed Update to the Employee Handbook
22. Kings Bay Maintenance Agreement

23. Mallard Landing Engineering Agreement
24. State Road 78 West Water Main Improvements – Phase I
25. Glades County Franchise Agreement
26. TMDL Grant Application
27. Florida Commerce Grant Application
28. Public Comments
29. Items from the Attorney
30. Items from the Executive Director
31. Items from the Board

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 1

SEPTEMBER 17, 2024

Call Meeting to Order

Pledge of Allegiance  
Determine Voting Members

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

**FUTURE MEETING OF OUA BOARD**

**October 15, 2024 – 8:00 A.M.**

**FUTURE HOLIDAYS FOR OUA STAFF**

**Monday – November 11, 2024 – Veteran’s Day**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 2

SEPTEMBER 17, 2024

**AGENDA ADDITIONS OR DELETIONS**

- 2A. SW 21<sup>st</sup> Street Watermain Repair
- 2B. Holtz Consulting Engineers, Inc – Kings Bays Watermain Extension
- 2C. Sulzer XFP 6” Pump Emergency Purchase



# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2A

SEPTEMBER 17, 2024

## SW 21<sup>st</sup> STREET WM REPAIR

There is an FDOT drainage project along SW 21<sup>st</sup> Street, under Parrott Avenue and eastward to a new storm water pond. In preparing for this FDOT project, the OUA identified OUA facilities that might be in conflict. There is a sanitary force main along the eastside of Parrott Avenue and a water main along the westside.



The water main as shown on the OUA maps is identified as 12-inch ductile iron. Ductile iron is a very good, stable material for water main piping.

During the early construction work, the FDOT contractor identified the water main piping material as asbestos cement (AC) piping. While this is still an acceptable material, it generally is hard, brittle and susceptible to breaking. The location of the piping is near a proposed location for a new storm drain structure (approximately where red box is above).

The FDOT has asked OUA to take special precautions to protect this piping system since it isn't ductile iron or to replace/remove it. To that end, the OUA staff have investigated the possibility of removing a section of AC pipe and replacing it with ductile iron.

PRP Construction Group, Inc. is working in Okeechobee on another FDOT project. PRP has completed work directly for the OUA. PRP was contacted and asked to look at the project and to quote on this emergency work.

The proposed work is scheduled to begin approximately at 8PM on Tuesday, September 17<sup>th</sup> and to be completed by early morning. Please see attached quote for the work.

OUA staff have prepared and exercised the valves necessary to be closed, ordered the piping materials and have arranged for employees to be present to assist as needed.

After review and discussion, OUA staff recommends approval of the emergency requisition for the work by PRP Construction Group, inc. in the amount of \$37,340.00.



**PURCHASE ORDER**

No. 0000011980

**VENDOR:**

PRP CONSTRUCTION GROUP LLC  
8300 SW SPRINGHAVEN AVE

INDIANTOWN, FL 34956

**SHIP TO:**

BARN

OUA Maintenance Bldg  
371 SR 78 West Back Bldg  
Okeechobee, FL 34974-

**BILL TO:**

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

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE
PRPCONST	(772) 597-6923	0	09/16/2024	

**SHIPPING INSTRUCTIONS**

(none)

ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	1.00		12" AC pipe water main replacement at S Parrott Ave & SW 21st St		401-0-169-9001-558	37,340.00	37,340.00

SUBTOTAL: 37,340.00  
TAX: 0.00  
SHIPPING: 0.00

**TOTAL: 37,340.00**

TAXABLE: No  
CONFIRMING:

  
AUTHORIZED SIGNATURE

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

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

# OUA - US 441 - 12" ACP WATER MAIN REPLACEMENT



## PRP CONSTRUCTION GROUP

8300 SW SPRINGHAVEN AVE  
 INDIANTOWN, FL 34956

Contact: Dave Moore  
 Phone: (772) 597-6923 Ext. 3  
 Email: prpdmooore@gmail.com

Quote To: John Hayford  
 Executive Director  
 Okeechobee Utility Authority  
 100 SW 5th Ave  
 Okeechobee, FL 34974  
Phone: (863) 763-9460  
Email: jhayford@ouafl.com

Proposal Date: September 13, 2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	MOBILIZATION	1.00	LS	2,500.00	2,500.00
200	MAINTENANCE OF TRAFFIC	1.00	LS	2,150.00	2,150.00
300	12" ACP WATER MAIN REPLACEMENT	1.00	LS	13,990.00	13,990.00
400	ACP ASBESTOS ABATEMENT/DISPOSAL	1.00	LS	7,200.00	7,200.00
500	OPEN CUT ROAD RESTORATION	1.00	LS	11,500.00	11,500.00
<b>GRAND TOTAL</b>					<b>\$37,340.00</b>

**NOTES:**

1. This proposal includes all labor and materials utilized to replace the existing 12" ACP Water Main as directed by OUA (Pipe and Fittings by OUA).

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its' receipt is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires sixty (60) days from the date hereof, but may be accepted at any later date at the sole option of PRP Construction Group,

ACCEPTED:

Respectfully Submitted: Peggy Sheltra

Okeechobee Utility Authority  
 (Firm Name)

PRP Construction Group, LLC

[Signature]  
 (Signature)

(Date)

John F. Hayford, Executive Director  
 (Printed Name & Title)

9-16-24  
 (Date)

**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 2B**

**SEPTEMBER 17, 2024**

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

Please find attached invoice in the amount of \$2,835.00 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		\$2,835.00		\$12,290.00

**Staff recommends approval of this invoice in the amount of \$2,835.00 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:** September 10, 2024  
**INVOICE #:** 11239-4  
**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:	\$	19,465.00
This Invoice Amount:	\$	2,835.00
Remaining Balance:	\$	<u>12,290.00</u>

**THIS INVOICE AMOUNT:** \$ 2,835.00

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.*









**PURCHASE ORDER**

No. 0000011981

**VENDOR:**

HYDRA SERVICE INC.  
PO BOX 365

WARRIOR, AL 35180

**SHIP TO:**

BARN

OUA Maintenance Bldg  
371 SR 78 West Back Bldg  
Okeechobee, FL 34974-

**BILL TO:**

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

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE
HYDRA	(407) 330-3456	0	09/16/2024	

**SHIPPING INSTRUCTIONS**

SE-2 LIFT STATION NEW PUMP; GL # per L Hamilton

ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	1.00		SULZER XFP 155J-CB2.310-PE520 6" DISCHARGE 70 HP 460V 3PH W/49FT CABLES W/COOLING OPTION		401-0-169-9000-475	29,983.00	29,983.00

SUBTOTAL: 29,983.00

TAX: 0.00

SHIPPING: 0.00

**TOTAL:** 29,983.00

TAXABLE: No

CONFIRMING:

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

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

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*Hydra Service, Inc.*  
SPECIALIST IN FLUID MOVEMENT

250 Springview Commerce Drive  
DeBary Florida 32713  
Phone: 407 330 3456  
Phone: 800 323 1731  
Fax: 407 330 3404

Sales Representative  
Contact Information  
Cell Phone: (407) 488-5242  
Fax: 407-330-3404

TO: Okeechobee Utility Authority  
  
ATTN: Travis Baugh  
  
PHONE (863) 467-1599  
  
FAX:

FROM: Ryne Johnson  
EMAIL: [ryne@hydraservice.net](mailto:ryne@hydraservice.net)  
DATE: September 12, 2024  
QUOTE: 240912-1RJ/JS  
REF: OUA - SE2 Replacement Pump

EMAIL: [tbaugh@ouaf.com](mailto:tbaugh@ouaf.com)

ENG FIRM:

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION
1	SULZER MODEL XFP155J-CB2.310-PE520/4, 6" DISCHARGE, 70HP, 460V, 3-PH, W/ 49FT OF CABLES, W/ COOLING OPTION DUTY POINT: 770gpm @ 137ft tdh  PN: AXF3AT3144H1417 Note: Quick Ship Program

TOTAL PRICE, F.O.B. JOB, FREIGHT INCLUDED **\$29,983.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS  
**HYDRA SERV. STANDARD TERMS AND CONDITIONS APPLY" TERMS ARE NET 30 DAYS.**  
ESTMTD DELIVERY: 3 to 4 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.  
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.  
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE \_\_\_\_\_

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

\_\_\_\_\_  
NAME OF PURCHASER

\_\_\_\_\_  
REVIEWED BY ABS PUMP REP.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 3

SEPTEMBER 17, 2025

**PUBLIC HEARING**

**RESOLUTION 24-04**

**FY25 SCHEDULE OF RATES, FEES AND CHARGES**

**Public Hearing Agenda**

- Open Public Hearing - concerning the establishment of the FY25 Schedule of Rates, Fees and Charges for October 1, 2024 to September 30, 2025
- Presentation by OUA Staff and the reading by title of Resolution 24-04
- Comments from the Public
- Comments from the OUA Board
- Close Public Hearing
- Motion to approve Resolution 24-04

**Presentation**

In an attempt to present a balanced budget for FY25, staff has reviewed the company's forecasted revenues and expenditures and now recommends an increase in rates, fees and charge in the amount of 6%.

The proposed rate schedule is projected to become effective October 1, 2024.

**OUA staff concurs with the recommended increase and requests the Board to approve Resolution 24-04 for a 6% rate increase effective October 1, 2024.**

**OKEECHOBEE UTILITY AUTHORITY**  
**SCHEDULE OF RATES, FEES AND CHARGES**  
**PROPOSED TO THE BOARD ON 09/17/24, RESOLUTION 24-04**  
**EFFECTIVE DATE: OCTOBER 1, 2024**  
**RATE SCHEDULE 24-04**

**4.50%**      **6.00%**

<b>FY 24</b>	<b>FY 25</b>
<b>Actual</b>	<b>Proposed</b>

**A WATER RATES, FEES & CHARGES**

**1 Meter Installation Fees (service line installed by OUA)**

<b>a</b>	Residential Meter Size: (includes check valve)		
	5/8" X 3/4"	\$1,111.82	\$1,345
	1"	\$1,276.26	\$1,524
<b>b</b>	Non Residential Meter Size: (includes backflow prevention)		
	5/8" X 3/4"	\$1,576.25	\$1,806
	1"	\$1,768.17	\$2,136
	1-1/2"	\$4,709.30	\$6,207
	2"	\$5,106.76	\$6,791
	3"	\$10,486.38	\$10,719
	4"	\$12,672.30	\$12,448
	Larger than 4" - Cost determined by OUA Exec Dir or designee		
<b>c</b>	Meter Size (service line, meter box and check valve installed by Developer or re-install fee)		
	5/8" X 3/4"	185	196
	1"	273	289
	Larger than 1' - Cost determined by OUA Exec Dir or designee		
<b>d</b>	Inspection of Water Service	49	52

**2 Water System Capital Connection Charge (any meter size)**

Per Equivalent Residential Connection (ERC); minimum one (1) ERC ( beginning 10/1/24 )	1,803	1,911
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**3 Water Base Facility Charge**

<b>a</b>	Residential Meter (single meter per family or detached dwelling unit)			
	Minimum 0.33 ERC *	5/8" X 3/4"	22.61	23.97
	Minimum 0.80 ERC *	5/8" X 3/4"	22.61	23.97
	Minimum 1.00 ERC	5/8" X 3/4"	22.61	23.97
	Minimum 2.50 ERC	1"	56.53	59.92
	Minimum 5.00 ERC	1-1/2"	113.05	119.83
	Minimum 8.00 ERC	2"	180.88	191.73
	* These categories meet the requirements specified in the latest OUA Resolution for General Policies & Procedures for reduced ERC on residential meters			
<b>b</b>	Non Residential Meter (minimum per meter size includes hotels, motels & single unit)			
	Minimum 1.00 ERC	5/8" X 3/4"	27.95	29.63
	Minimum 2.50 ERC	1"	69.93	74.13
	Minimum 5.00 ERC	1-1/2"	139.86	148.25
	Minimum 8.00 ERC	2"	223.77	237.20
	Minimum 16.00 ERC	3"	447.53	474.38
	Minimum 25.00 ERC	4"	699.27	741.23
	Minimum 50.00 ERC	6"	1,398.54	1,482.45
	Minimum 80.00 ERC	8"	2,237.65	2,371.91
<b>c</b>	Master Meter (any size; charge per unit connected to meter)	<u>Equivalency Factor</u>		
	< 400 square feet	.33 ERC	7.46	7.91
	≥ 400 and < 900 square feet	.80 ERC	18.10	19.19
	>900 square feet	Minimum 1.00 ERC	22.61	23.97

**4 Gallonage Rates (residential, non residential, master meter)**  
(per 1,000 gallon)

	<b>Block 1</b>	4.89	5.18
	<b>Block 2</b>	7.36	7.80

<b>a</b>	All except master meter	<b>Block Allowances</b>		
	<u>Meter Size</u>	<b>Block 1</b>	<b>Block 2</b>	
	5/8" X 3/4"	<u>Monthly Gallons</u>	<u>Monthly Gallons</u>	
	1"	0 - 3,000	Above 3,000	
	1 1/2"	0 - 8,000	Above 8,000	
	2"	0 - 15,000	Above 15,000	
	3"	0 - 24,000	Above 24,000	
	4"	0 - 48,000	Above 48,000	
	6"	0 - 75,000	Above 75,000	
	8"	0 - 150,000	Above 150,000	
		0 - 240,000	Above 240,000	
<b>b</b>	Master Meter (unit based per ER)	0 - 3,000	Above 3,000	

**5 Irrigation meter (water only; no sewer)**

Base & consumption billed at non residential rate per meter size

<b>6 Fire Hydrant Fund Fee (\$0.60 per residential meter per month)</b>		0.57	0.60
<b>Fire Hydrant Fund Fee (\$0.60 per ERC per master meter per month)</b>	(calculate)	0.55 per ERC	0.61 per ERC
<b>Fire Hydrant Fund Fee (\$1.90 per nonresidential meter per month)</b>		1.79	1.90

**B WASTEWATER RATES, FEES & CHARGES**

**1 Wastewater Line Fees**

Service line installed by OUA (existing gravity service line at property line)

<b>a</b> Connection to an existing service lateral			
	4"	2,318.05	\$2,457
	6"	2,955.52	\$3,133
Larger than 6"	Cost determined by OUA Exec Dir or designee		
Connection to Existing Gravity Main Line			
<b>b</b> Installation of new service lateral	Cost determined by OUA Exec Dir or designee		
<b>c</b> Inspection of Service line	4" or 6"	49	52
<b>d</b> Installation of Valve Pit on Vacuum Sewer System:	Cost determined by OUA Exec Dir or designee		
<b>e</b> Service Line connected to Vacuum Sewer System			
	4"	2,399.19	\$2,543
	6"	3,038.97	\$3,221
<b>f</b> Connection to Force Main	Cost determined by OUA Exec Dir or designee		

<b>2 Wastewater System Capital Connection Charge (any meter size)</b>		3,504	3,714
Per Equivalent Residential Connection (ERC); minimum one (1) ERC			

**3 Wastewater Base Facility Charge**

<b>a</b> Residential Meter (single meter per family or detached dwelling unit)			
Minimum 0.33 ERC *	5/8" X 3/4"	25.93	27.49
Minimum 0.80 ERC *	5/8" X 3/4"	25.93	27.49
Minimum 1.00 ERC	5/8" X 3/4"	25.93	27.49
Minimum 2.50 ERC	1"	64.79	68.68
Minimum 5.00 ERC	1-1/2"	129.58	137.35
Minimum 8.00 ERC	2"	207.34	219.78
* These categories must also meet the requirements specified in the latest OUA Resolution for General Policies & Procedures for reduced ERC on residential meters			
<b>b</b> Non Residential Meter (minimum per meter size includes hotels, motels & single unit)			
Minimum 1.00 ERC	5/8" X 3/4"	33.16	35.15
Minimum 2.50 ERC	1"	82.94	87.92
Minimum 5.00 ERC	1-1/2"	165.88	175.83
Minimum 8.00 ERC	2"	265.41	281.33
Minimum 16.00 ERC	3"	530.81	562.66
Minimum 25.00 ERC	4"	829.40	879.16
Minimum 50.00 ERC	6"	1,658.79	1,758.32
Minimum 80.00 ERC	8"	2,654.05	2,813.29
<b>c</b> Master Meter (any size; charge per unit connected to meter)	<u>Equivalency Factor</u>		
< 400 square feet	.33 ERC	8.56	9.07
≥ 400 and < 900 square feet	.80 ERC	20.74	21.98
>900 square feet	Minimum 1.00 ERC	25.93	27.49

**4 Gallonage Rates (per 1,000 gallons)**

<b>a</b> Residential		8.07	8.55
<b>b</b> Non Residential		8.34	8.84
<b>c</b> Master Meter		8.07	8.55

**5 Reclaimed Water**

Volumetric charges for reclaimed water based upon meter consumption per 1,000 gallons and billed monthly determined and approved by OUA Board

**6 Septage**

Septage charges per 1,000 gallons	Cost Determined by OUA Board	<b>N/A</b>	<b>N/A</b>
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**7 Industrial Wastewater**

To be determined and approved by OUA Board on an individual basis according to volume and characteristics of wastewater by special agreement.

**8 High Strength Industrial Wastewater Surcharge**

To be determined and approved by OUA Board on an individual basis according to volume and

characteristics of wastewater by special agreement.

**C FIRE LINE CHARGES**

**1 Sole Proprietary Fire Protection Systems (Sprinkler Systems); based on size of line**  
 Fire line charges are approximately 1/12 of the water meter charges.

2"	18.63	19.75
3"	37.29	39.53
4"	57.96	61.44
6"	115.90	122.85
8"	186.41	197.59
10"	306.60	325.00

**2 Hydrant Meters (charges for temporary water service delivered via a fire hydrant)**

<b>a</b> Set-up Charge		90	95
<b>b</b> Monthly Service Charge			
	5/8 X 3/4" Meter	35.93	38.09
	1" Meter	71.86	76.17
	2" Meter	215.58	228.51
	3" Meter	431.16	457.03
<b>c</b> Consumption Rate per 1,000 gallons (see A 6 (a) for block allowances by meter size)	<b>Block 1</b>	6.05	6.41
	<b>Block 2</b>	9.08	9.62
<b>d</b> Meter relocation (per move)		60	64
<b>e</b> Removal of meter by other than OUA		185	196
<b>f</b> Deposit required based on hydrant meter size and appropriate non residential meter rates referenced in D-3			
<b>g</b> Fire Flow Test (per test)		101	107

**D DEPOSITS FOR SERVICE (MINIMUM)**

The required deposit listed below may be reduced by one half of the value shown if the customer elects to pay the monthly bill through the direct debit payment method.

**1 Residential (Property Owner as Occupant)**

<b>a</b> Water Service Only	3/4"	112	119
<b>b</b> Wastewater Service Only	3/4"	125	132
<b>c</b> Water & Wastewater Service	3/4"	238	252
<b>d</b> Water Service Only	1"	158	167
<b>e</b> Wastewater Service Only	1"	176	187
<b>f</b> Water & Wastewater Service	1"	334	354

**2 Residential (Non Owner)**

<b>a</b> Water Service Only	3/4"	176	187
<b>b</b> Wastewater Service Only	3/4"	176	187
<b>c</b> Water & Wastewater Service	3/4"	352	373
<b>d</b> Water Service Only	1"	249	264
<b>e</b> Wastewater Service Only	1"	269	285
<b>f</b> Water & Wastewater Service	1"	518	549

**3 Non-Residential and Master Meters**

Deposit to equal three highest months in last 12 months Utility Bills for service with the following as minimum:

**Deposit to equal 3 times the average of last 12 months Utility Bills for service with the following as a minimum:**

<u>Meter Size</u>		
5/8" X 3/4"	176	187
1"	283	300
1-1/2"	533	565
2"	847	897
3"	1,686	1,787
4"	2,631	2,788
6"	5,262	5,578
8"	8,414	8,919

**D DEPOSITS FOR SERVICE (MINIMUM) - (continued)**

<u>Meter Size</u>		
5/8" X 3/4"	176	187
1"	312	331
1-1/2"	602	638
2"	965	1,023
3"	1,929	2,045
4"	3,013	3,194
6"	6,010	6,370
8"	9,620	10,197

**Meter Size**

5/8" X 3/4"	353	375
1"	597	632
1-1/2"	1,136	1,204
2"	1,808	1,916
3"	3,616	3,833
4"	5,644	5,983
6"	11,272	11,948
8"	18,034	19,116

**E SPECIAL SERVICE CHARGES, PER OCCURRENCE**

1	Turn-on fee, except for new meter installations	17	18
2	Performance of service after regular office hours.	65	69

**3 Reconnection Fee**

After a meter has been removed, a meter can be reinstalled to establish service if the meter is reinstalled within 120 months of being pulled. For the first twelve months, Tier 1 base rates apply. For all remaining months, utilize Tier 2 base rates. Included in this calculation will be the type of utility service (water, wastewater or both), the classification (residential, non-residential or master meter), meter size, number of ERC's, the reinstallation fee and inspection fee. In the case of a master meter, the calculation will use the ERC equivalency factors. Regardless of the number of months that the meter was pulled, the current water and wastewater charges will apply for all months utilized in the calculation.

Tier 1 - Inactive Account for months 1 through 12:

Inactive Account Charges accrue at the monthly base facility charges on a per ERC basis as follows:

<b>Water</b>		
1 ERC	22.61	23.97
0.33 ERC	7.46	7.91
0.8 ERC	18.10	19.19
<b>Wastewater</b>		
1 ERC	25.93	27.49
0.33 ERC	8.56	9.07
0.8 ERC	20.74	21.98

Tier 2 - Inactive Account for months 13 through 120:

Inactive Account Charges accrue at the monthly base facility charges on a per ERC basis as follows:

33.4% per Water ERC

<b>Water</b>		
1 ERC	7.54	7.99
0.33 ERC	2.49	2.64
0.8 ERC	6.04	6.40

46.6% per Wastewater ERC

<b>Wastewater</b>		
1 ERC	12.08	12.80
0.33 ERC	3.99	4.23
0.8 ERC	9.67	10.25

The 33.4% & 46.6% values were provided in a Raftelis, formerly PRMG Study from September 9, 2014.

If a meter is not reinstalled within 120 months (10 years) from the date of being pulled, the capacity reservation along with any fees or charges paid will be forfeited, all accrued charges will be waived and any liens will be released. Any future application for service will be treated as a new connection and subject to all fees and applicable charges.

The following example of a calculation to determine the reconnection fee for a typical 5/8" x 3/4" Residential Meter is shown for illustrative purposes only:

Example: Assume 14 months disconnected: Calculation based upon: number of months, appropriate reconnection fee (both Tier 1 & 2), fire hydrant fund fee, reinstall fee and water inspection fee.

**Residential & Non-Residential**

**Water (only) : 12 \* (\$23.97 + \$0.60) + 2 \* (\$7.91 + \$0.60) + \$196 + \$52 = 528.22 559.86**

Calculation based upon: number of months, appropriate reconnection fee, fire hydrant fund fee and wastewater inspection fee.

**Wastewater (only) : (12 \* \$27.49) + (2 \* \$9.07) + \$52 = 384.32 400.02**

Calculation based upon: number of months, combined reconnection fees, fire hydrant fund fee, water re-install fee, water inspection fee and wastewater inspection fee.

<b>Combined (Water &amp; Wastewater) :</b> $12 * (\$23.97 + \$0.60 + \$27.49) + 2 * (\$7.91 + \$0.60 + \$9.07) + \$196 + \$52 + \$52 =$	912.54	959.88
<b>Residential Master Meter</b> (Example uses 10 units & 14 months)		
<b>Water (only) :</b>		
0.33 ERC : $10 * (12 * (\$7.91 + \$0.60) + 2 * (\$2.64 + \$0.60)) + \$196 + \$52 =$	1258.80	1334.00
0.80 ERC : $10 * (12 * (\$19.19 + \$0.60) + 2 * (\$6.40 + \$0.60)) + \$196 + \$52 =$	2606.80	2762.80
1.00 ERC : $10 * (12 * (\$23.97 + \$0.60) + 2 * (\$7.99 + \$0.60)) + \$196 + \$52 =$	3176.20	3368.20
<b>Wastewater (only) :</b>		
0.33 ERC : $10 * (12 * (\$9.07 + \$0.60) + 2 * (\$4.23 + \$0.60)) + \$52 =$	1235.80	1309.00
0.80 ERC : $10 * (12 * (\$21.98 + \$0.60) + 2 * (\$10.25 + \$0.60)) + \$52 =$	2811.00	2978.60
1.00 ERC : $10 * (12 * (\$27.49 + \$0.60) + 2 * (\$12.80 + \$0.60)) + \$52 =$	3479.60	3690.80
<b>Combined (Water &amp; Wastewater) :</b>		
0.33 ERC : $10 * (12 * (\$7.91 + \$9.07 + \$0.60) + 2 * (\$2.64 + \$4.23 + \$0.60)) + \$196 + \$52 + \$52 =$	2414.80	2643.00
0.80 ERC : $10 * (12 * (\$19.19 + \$21.98 + \$0.60) + 2 * (\$6.40 + \$10.25 + \$0.60)) + \$196 + \$52 + \$52 =$	5338.00	5741.40
1.00 ERC : $10 * (12 * (\$23.97 + \$27.49 + \$0.60) + 2 * (\$7.99 + \$12.80 + \$0.60)) + \$196 + \$52 + \$52 =$	6578.40	7059.00

4 At the customer's request, the maximum reconnection charge will be based on the lower of the amount as computed in Section E 3 Reconnection Fee immediately above or the total cost of a new water and/or wastewater service installation as computed in Sections A & B.

**5 Testing Meter at Customer's Request**

a Test result showing meter reads high	No Charge	No Charge
b Test result showing meter reads correctly or reads slow.		
5/8" X 3/4"	44	47
1"	56	59
1-1/2"	84	89
2"	116	123
Above 2" Meter	Cost determined by OUA Exec Dir or designee	

**6 Damaging, tampering with OUA property or unauthorized procedure(s)**

a Tampering 1 - See detailed description as shown in Resolution 22-05, or latest edition	28	30
b Tampering 2 - See detailed description as shown in Resolution 22-05, or latest edition	114	120
c Tampering 3 - See detailed description as shown in Resolution 22-05, or latest edition	153	163
d Tampering 4 - See detailed description as shown in Resolution 22-05, or latest edition	669	709

**7 Developer/owner changing meter from one location to another without OUA's permission; per occurrence, per meter.**

142	151
-----	-----

**8 Destruction of meter and or related equipment**

Charge based upon actual replacement cost (labor, equipment and materials) plus a 15% administrative charge, per occurrence

**9 Returned check**

Prevailing amount per Florida Statute Section 832.07 as follows:

Amount of check up to	25.00	25.00
Amount of check over \$50.00 up to \$300.00,	30.00	30.00
Amount of check over OR	40.00	40.00

An amount equal to 5% of the face value of the check, whichever is greater.

Plus other applicable fees in the event service is discontinued.

**10 Account record history, requested by customer**

a Certified/Notarized Copy (per page)	2.50	0.00
b One-sided copy (per page)	0.50	0.50
c Two-sided copy (per page)	0.70	0.70
d Research of Records (per 1/4 hr. or fraction thereof with a minimum of \$8.00 per request)	7.89	8.00

**11 Recording easements, annexation agreements, etc. (per page)**

14.20	15.05
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**12 Project plan review**

The Okeechobee Utility Authority will review all plans and specifications of all proposed water and/or sewer facilities and the owner or developer will pay a one-time fee of \$75.00 per page of drawing. Project plans will not be approved until full payment of fee is received.

**13 Project inspection**

All projects must be inspected by OUA and the owner or developer shall pay fees at the rate of \$50.00 per hour during regular office hours and 1-1/2 times that rate after regular office hours billed monthly and paid before Certificate of Occupancy (C.O.) is approved.

**14 Miscellaneous charges for services not included above.**

Charge based upon actual replacement cost (materials, labor and equipment hours used) required for

the service plus an administrative charge of 15% to be determined by OUA personnel.

**15 Fee on delinquent accounts**

10% per month on delinquent amount due to date account is closed, or meter removed.

**16 Interest charged on closed accounts**

After the account is closed, simple interest is applied to the unpaid balance at the rate of 1-1/2% per month for a period not to exceed one (1) year.

**17 Laboratory testing**

Laboratory testing for a developer or individual at the following prices:

B.O.D.	19	30
Suspended Solids	11	16
Chlorine residual	14	17
Fecal Coliform	27	30
Total Coliform	27	30
Chloride	12	17
Fluoride	18	18
pH	14	15
Total dissolved solids	12	15
Dissolved oxygen	9	15
Turbidity	22	22

The above testing may be done in OUA's laboratory. Any other testing will be sent to a certified lab and the developer or individual will be billed for the cost of the testing plus a 15% administrative charge. All samples must be delivered to the OUA laboratory in approved containers. If the OUA collects samples or performs testing in the field, then actual cost of labor plus a 15% administrative charge will be added to the above fees.

**18 Adjustment(s) to customer accounts**

Credit or debit adjustments on customer accounts may occur when the customer or OUA, has knowingly or unknowingly, caused an account to be inaccurate. Credit or debit adjustments may be made up to three (3) months from the date of notice to the customer.

**19 Guaranteed Revenue Charges (GRC)**

During the period that a residential, non-residential or master meter account is off for billing purposes (inactive status), it will still be accruing the monthly base facility charge usually billed prior to inactive status. The GRC fees due will be included in the Reconnection Fee calculation defined above.

**20 Meter Treated As Removed (MTAR)**

When an account has been off and reached an inactive status, rather than actually pulling the meter, the meter may be turned off, left in place and treated as removed for billing purposes. Reconnection calculation will not include a cost for reinstall of the meter.

**21 Accrued Guaranteed Revenue Charges (AGRC)**

In order to ensure that both current and future customers utilizing or reserving capacity are treated equally with respect to the cost of reserving capacity in the future, an Accrued Guaranteed Revenue Charge (AGRC) will be assessed to both new water and/or wastewater connections on a per equivalent residential connection (ERC) basis.

**22 Glades County Franchise Fee**

The above rates, fees and charges do not reflect franchise fee which may be imposed on customers residing within Glades County.



**RESOLUTION 24-04**

**A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING THE SCHEDULE OF RATES, FEES AND CHARGES FOR FISCAL YEAR 2025 AND THEREAFTER; AND PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the OUA Board, in a duly advertised public hearing held September 17, 2024, reviewed, discussed and received comments from staff and the public on the schedule of rates, fees and charges, and

**WHEREAS**, the proposed schedule of fees, rates and charges for services provided by the Authority appear to be sufficient to generate revenues necessary to make all of the payments required by the terms of the bonds issued pursuant to Resolution No. 99-3 dated March 9, 1999, and to continue to provide for the operation and maintenance of the OUA System.

**NOW, THEREFORE, BE IT RESOLVED BY THE OKEECHOBEE UTILITY AUTHORITY AS FOLLOWS:**

1. The attached schedule of rates, fees and capital connection charges, for services provided by the Okeechobee Utility Authority is hereby adopted.
  
2. A copy of the schedule of rates, fees and capital connection charges shall be filed with the Authority’s Clerk and Executive Director and will be available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.
  
3. Upon its adoption, this Resolution shall take effect October 1, 2024.

The passage and adoption of this Resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:


The Chairman thereupon declared this Resolution duly passed and adopted the 17th day of September 2024.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: \_\_\_\_\_  
Steve Nelson, Chairman

Attest:

\_\_\_\_\_  
John F. Hayford  
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution this 17th day of September 2024.

\_\_\_\_\_  
Tom W. Conely, III, Attorney

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 4

SEPTEMBER 17, 2024

**PUBLIC HEARING**

**RESOLUTION 24-03**

**ADOPTION OF FY25 BUDGET**

**Public Hearing Agenda**

- Open Public Hearing - concerning the establishment of the FY25 Budget
- Presentation by OUA Staff and the reading by title of Resolution 24-03
- Comments from the Public
- Comments from the OUA Board
- Close Public Hearing
- Motion to approve Resolution 24-03

**Presentation**

Attached is a copy of FY25 budget as presented by staff.

The budget was compiled with the following assumptions:

- 6% Rate Adjustment applied which is proposed to take effect October 1, 2023.
- Total Operating Revenue (water & sewer) for FY25 is estimated at \$13,896,380, representing an increase of 7.5% increase over FY24 budget.
- Non-operating Revenue which is comprised of interest, capital connection charges and fire hydrant fee is estimated at \$711,297 in FY25 budget.
- Total expenses (labor + O&M) are estimated at \$10,923,465 or an increase of 7.5% over previous year's budget (\$10,157,322).
- General overheads are projected to increase at 5% on average, with specific adjustment applied where vendor's projections/contracts are known.
- Cost of living adjustment applied to salaries is set at 0%.
- Employee's merit utilized 4%.

**Budget Summary**

A summary of FY25 budget summary as presented on sheet A4:

	\$
Budgeted Operating Revenue	13,896,380
Budgeted Operating Overhead	<u>10,923,465</u>
Net General Operating Revenue	2,972,915
Total Debt Servicing (Loan + Interest)	2,555,603
Debt cover – per Bond Resolution	<u>417,312</u>
Budget surplus	Nil

**OUA staff concurs with the recommended budget and requests the Board to approve Resolution 24-03 thereby adopting FY25 Budget.**

## Okeechobee Utility Authority

## FY25 Budget

## Table of Contents

FY25 Budget Document		
Tab	Pages	
A	A-1	Significant Budgetary Assumptions
	A-2 to A-3	Notes to the Budget Summary of Sources & Uses Funds Statement
	A-4 to A-7	Budget Summary of Sources & Uses Funds Statement
B	B-1	Notes to Revenue Summary
	B-2	Comparative Revenue Summary
	B-3 to B-4	Revenue Detail
C	C-1	Notes to Operating Expense Summary
	C-2	Comparative Expense Summary
	C-3	Operating Expense Summary by Department
	C-4 to C-17	Operating Expenses Detail by Department and Account
	C-18 to C-19	Non Operating Expenditures and Transfers
D	D-1	Additional Departmental O&M and Capital Expenditures
	D-2	Five Year Capital Improvement Plan Expenditure Detail (CIP)
E	E-1	Analysis of RR&I Fund (Required 5% Prev Fiscal Yr Sys Oper Rev)
F	F-1	Analysis of Emergency Reserve Fund Transfer (Req 30 Days of O&M)
G	G-1	Analysis of Operating Reserve Fund Transfer (Strive for 60 Days of O&M)
H	H-1	Analysis of Fire Hydrant Fund
J	J-1	Analysis of CIP (Capital Improvement) Fund
K	K-1	Debt Service Summary Truist Bank, SRF and USDA Combined
	K-2	Truist Bank Debt Service Summary Series 2020 A & 2020 B
	K-3	SRF Debt Service Summary
	K-4	USDA Debt Summary.
L	L-1	Notes to Labor Costs
	L-2	Projected Labor Costs by Department
N	N-1	Projected General In-fill revenue from: Water CCC, WW CCC & Install Fees
O	O-1	Projected Fund Balances and Expenditures for Capital Projects
R	R-1	Budget Recap for Newspaper

In developing the accompanying annual budget, the following significant assumptions and estimates have been used in the projection of operating revenues and expenses:

**FY24 water and sewer utility revenue have been projected utilizing OUA's actual revenues for 10-1-23 to 07-31-24 and estimated revenues for 08-01-24 to 9-30-24**

Water and wastewater utility revenue includes the additional revenue from the projected customer infill growth of:

Proposed Rate Increase for Water Utility Revenue:

Proposed Rate Increase for Wastewater Utility Revenue:

While the movement in prices during the preparation of the previous year's budget were excessive, the return to some form of normalcy has resulted in a reduction in the market outlook as shown in the percentage for FPL & Fuel (Net Change)

Electric (FPL) Services: \$ 45,330

Chemical Expenses: \$ 78,102

Fuels, gasoline & diesel expense: \$ 21,500

Total change of O&M Expenses, including labor \$ 741,142

Labor related expenses reflect the following:

Total for Cost of Living Adjustment: \$0

Total cost for Employee Merit Increase: \$173,438

Total cost for Employee Bonus, including FICA \$74,834

Total cost for Employee Health Care: \$1,053,000

Current Monthly Health Care Cost Per Employee \$1,100

FY25 Monthly Health Care Cost Per Employee (Avg.) \$1,350

Uniform allowance \$450/employee (Up from \$300/employee & includes shoes)

Increase in Labor Cost for Employees by \$0.00/hr. \$0

Annual Pension Contribution Budget & Rate from Actuaries \$324,648

Total Labor expenses are higher/ (less) than the previous year budget by:

FY25
0.80%
6.0%
6.0%
7.06%
7.81%
4.70%
7.28%
0.00%
4.00%
1.50%
22.7%
\$844,800
\$1,053,000
\$25,550
\$0.0/hour
9.40%
8.85%

Notes to the Budget Summary of Sources & Uses Funds Statement (Pages A4-A6)

Page	Line		
A-4	7	General Utility Operating Revenue <u>not including</u> incremental revenue from the FY10 & FY11 rate increases shown below:	\$ 13,896,380
A-4	46	Net Incremental Rate Revenue from both the FY10 and FY11 rate increases is shown separately under Other Sources of Funds and is projected to total:	\$ -
		Total operating revenues are greater than the previous year's budgeted amount by: 7.5%	\$ 965,557
A-4	10	Total Operating Expenses is composed of five departmental totals as is shown in Expenditures Summary C-2 lines 6 through 26.	\$ 10,923,465
		Total operating expenses (including labor) as presented is higher than the previous years' budgeted amount by: 7.28%	\$741,142
A-4	13	Senior Debt Service consists Truist series 2020A, series 2020B and USDA Promissory Notes.	\$ 1,872,741
		See Tab K for the detail for each debt issue.	
A-4	33 & 34	Total capital connection revenue in the amount of:	\$ 262,348
		is derived from 25 new water and 62 wastewater capital connection charges. (1)	
A-4	26	Annual Junior Debt Service consists of existing SRF + new loan of \$3m to finance Water Main SR78 W:	\$ 682,862
		See Tab K pages K-3 for the detail on each indebtedness.	

(1) Resolution 23 - 03 (dated Sept. 19, 2023) is for the period October 1, 2023 to September 30, 2024. All discount will end unless action is taken by OUA Board.

Okeechobee Utility Authority  
 FY25 Budget

Notes to the Budget Summary of Sources & Uses Funds Statement (Pages A4-A6)

Page	Line		
A-4	39	Total interest income revenue on restricted account balances has been projected based on current yields on qualified public funds accounts and with the expectation that these yield will likely will reduce during the proposed budget cycle.	\$ 348,766
A-4	40	Restricted revenues are credited to their respective fund balances during the fiscal year. They are detailed in the Other Sources of Funds section of the Budget Summary and for the fiscal year total:	\$ 711,297
A-4	70	The remaining revenue may be transferred to the Rate Stabilization Fund:	\$ (21,642)
A-4	64	As presented the Budget projects utilization of Operating Funds to adjust the Emergency Reserve Fund to its minimum requirement by adding/(subtrating) funds in the amount of:	\$ 128,971
A-5	101	Total Projected Fund Balances at October 1, 2024	\$ 8,394,242
		See worksheet in section O row 5 for a detailed analysis of the projected balances	
A-5	117	Projected Net Additions to Fund Balances From Transfers.	\$ 711,297
		This amount represents the expected transfers to the individual funds as further detailed in the worksheet in tab O.	
A-6	184	Proposed Capital Improvement Projects and Departmental Capital Expenditures total:	\$ 15,601,946
		Proposed capital expenditures are listed on A-6 (rows 139-170),and also on Tab D sheets D-1 and D-2 and Tab O	
		The proposed expenditures are not listed in any order of priority.	
A-6	204	Total Projected Fund Balances at September 30, 2025	\$ 6,385,560
		See worksheet in Tab O for a detailed analysis of the projected balances	

A	B	C	D	E	F	G	H
1			Okeechobee Utility Authority			Water	6.00%
2			FY25 Budget			Sewer	6.00%
3			Budget Summary				
4			Sources & Uses of Funds Statement				06/11/2024
5							
6	<b>FUNDS FROM GENERAL UTILITY OPERATING REVENUE SOURCES:</b>			<b>FY25 Budget</b>			
7	General Utility Operating Revenue (Not including revenue from FY10 & 11 rate increases)			13,896,380			
8	Funds needed from Rate Stabilization Fund						
9	FY10 rate increase utilized to fund Truist Debt Service						
10	Total Operating Expenses			(10,923,465)			
11							
12	Net General Utility Operating Revenue (Available for Truist Bank Debt Service)				2,972,915		
13	Total Truist & USDA Debt Service Payments and Budgeted DSC Ratio (%)				(1,872,741)		158.7%
14	Remaining General Utility Oper Revenue Available for SRF Debt Service				1,100,175		
15	<b>FUNDS PROVIDED FROM RESTRICTED REVENUE SOURCES:</b>						
16	<b>Transfers In From Restricted Funds to Meet SRF Debt Service:</b>						
17	Transfer in From 10/20 WW CCC Fund			0			
18	Transfer in from RR&I Fund Surplus (See Tab E, cell B16)			0			
19	Transfer in from Emergency Reserve Fund Surplus (See Tab F, cell B16)			0			
20	Transfer in from Operating Reserve Fund Surplus (See Tab G, cell B16)						
21	FY10 Rate Increase Revenue used for current SRF Debt Service						
22	Total Restricted Funds used for SRF Debt Service				0		
23	Less Senior Lien Coverage Factor at 10% (only utilized in DSC calculation)				(187,274)		
24	Less Junior Lien Coverage Factor at 15% (only utilized in DSC calculation)				(102,429)		
25	Sub-Total				810,471		
26	Total SRF Debt Payments and Budgeted DSC Ratio (%)				(682,862)		118.7%
27	Sub-Total				127,609		
28							
29	Remaining General Operating Revenue and Funds from both Debt Coverage Ratios				417,312		
30							
31	<b>OTHER SOURCES OF FUNDS:</b>						
32	<b>Restricted Revenue:</b>						
33	Water Capital Connection Charge Revenue From Infill			45,100			
34	Wastewater Capital Connection Charge Revenue From Infill			217,248			
38	Fire Hydrant Fund Fees			100,183			
39	Restricted Interest Income			348,766			
40	Sub-Total Restricted Revenue				711,297		
41							
42	<b>Incremental Rate Revenue from FY10 &amp; FY11 Rate Increases:</b>						
43	Continuing Revenue From FY10, 6% Rate Increase			0			
44	Continuing Revenue From FY11, 3.5% Rate Increase			0			
45	FY10 & FY11 Rate Adjustment used to meet Senior Debt Coverage			0			
46	Net Incremental Revenue from FY10 & FY11 Rate Increases			0			
47							
48	Amount earmarked towards current SRF Debt Service Payments			0			
49	Subtotal			0			
52							
53	Total Funds Available for Required & Discretionary Capital Transfers				1,128,609		
54							
55	<b>Required Capital Transfers:</b>						
56	Transfer Into Fire Hydrant Fund			(100,183)			
57	Transfer of Interest Income Shown Above Into Respective Restricted Funds			(348,766)			
58	Transfer to Operating Reserve Fund (strive to maintain 60 days of O&M) see tab G			(384,128)			
59	Transfer Into Water CCC Fund (from Water in-fill Revenue)			(45,100)			
60	Transfer Into Water CCC Fund (from Water 10/20 Plan)			0			
61	Transfer Into WW CCC Fund (from WW in-fill Revenue)			(217,248)			
62	Transfer Into WW CCC Fund (from 10/20 Plan After SRF Debt Service Payments)			0			
63	Transfer Into RR&I Fund (to be maintained at 5% of Prior Year System Revenue) see tab E			(28,286)			
64	Transfer Into Emergency Reserve Fund (to be maintained at 30 days Oper Exp) see tab F			(126,916)			
65	Total Funds Used for Required Capital Transfers				(1,250,626)		
66							
67	<b>Discretionary Capital Transfers:</b>						
68	Junior lien coverage used above now return to operating account (line F24)			102,429			
69	Inter-fund Transfer to Future CIP			0			
70	Interfund Transfer to Rate Stabilization Fund			19,588			
71							
72	Total Funds Used for Discretionary Capital Transfers				122,017		
73							
74	Total Funds Used for Required & Discretionary Capital Transfers				(1,128,609)		
75							
76	REMAINING REVENUE FUNDS AVAILABLE FOR OTHER LAWFUL PURPOSES						0
77							A-4



A	B	C	D	E	F	G	H
78	<b>FUNDING SOURCES:</b>			<b>FY25 Budget</b>			
79	Fund Balance at October 1, 2024 (Projected):						
80	Restricted by Bond Covenants/Loan Documents:						
81			RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	599,378			
82			Capital Connection Fund-Water	400,378			
83			Capital Connection Fund-Sewer	335,249			
84			Capital Connection Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	498,258			
86			Debt Servicing Reserve	190,508			
87			Sub-Total	2,023,770			
88	Designated by Board Resolution:						
91			Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	689,055			
92			Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,373,756			
93			Fire Hydrant Fund	442,340			
94			Rate Stabilization Fund	1,339,359			
95			Sub-Total	3,844,509			
96	Not Restricted:						
97			General Operating Funds	1,433,833			
98			PTO Account Fund	100,462			
99			Future CIP Funding (Strive to maintain at 8% of Prior Year System Revenue)	1,000,000			
100			Sub-Total	2,534,296			
101			Total Fund Balance at October 1, 2024 (Projected)		8,402,575		
102							
103	Changes to Fund Balance (From Transfers Projected for FY25:						
104			Transfer into RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	(28,286)			
105			Transfer into CCC Fund-Water (from in-fill)	45,100			
106			Transfer into CCC Fund-Water (from 10/20 Plan)	0			
107			Transfer into CCC Fund-Sewer (from in-fill)	217,248			
108			Transfer into CCC Fund-Sewer 10/20 Plan	0			
109			Transfer into Fire Hydrant Fund	100,183			
110			Transfer into PTO Account Fund (Net of withdrawals)	0			
111			Transfer into Emergency Reserve Fund (Must be maintained at 30 days Oper Exp)	(126,916)			
112			Transfer into Operating Reserve Fund (Strive to maintain at 60 days of O & M)	(384,128)			
113			Transfer into Future CIP Funding (Strive to maintain at 8% of Prior Year Gross Rev)	0			
114			Transfer into Discretionary Rate Stabilization Funds	539,329			
115			Transfer into Future CIP Fund Earmarked:				
116			Transfers into Restricted Accounts from Interest Income	348,766			
117			Total Additions into Fund Balance (From Transfers in FY24)		711,297		
118							
119			Total Fund Balances (Projected)		9,113,872		
120	Funding Sources for Proposed Construction Project Expenditures:						
121			Net Income from Operation	417,312			
122			OSTDS& TMDL Grant from FDEP for connection of Home to Sewer Line	2,210,203			
123			FDEP- Project 1 MFM - Construction	0			
124			FDEP - Project 1 MPS - Construction	0			
125			FDEP - Project 1 SE2 Intercon.- Const.	560,302			
126			EPA Grant - Treasure Island Waste Water Project	780,385			
127			FDEP Grant - Treasure Island Waste Water Project	1,000,000			
128			FDEP Grant - Project 2 Engineering & CEI	351,820			
129			USDA Loan Project 2 - Construction	3,228,313			
130			FDEP Project 3 (Design & CEI)	241,306			
131			FDEP Grant Okee-Tantie	2,759,272			
132			LAKEFRONT ESTATE Contrib. to 16" WM Expansion	479,865			
133			FDEP Grant - SW5	1,793,193			
134			Total Funding Sources from Grants & Loans		13,821,970		
135	<b>TOTAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES &amp; FUND BALANCES</b>					22,935,843	
136							

A	B	C	D	E	F	G	H
137	<b>PROPOSED CAPITAL EXPENDITURES DURING FY25:</b>			<b>FY25 Budget</b>			
138	<b>Funded by Grants and Loans</b>			<b>0</b>			
139							
140			Pine Ridge Park Water - Funded by OUA	0			
141			SW Section WW Project 1 - SE2 Intercon. Grant Funded	560,302			
142			SW Section WW Project 2 - Grant Funded	0			
143			SW Section WW Project 2 - Loan Funded	3,580,133			
144			Okee- Tantie WW Project 3 - Grant Funded	3,000,578			
145			SW 5th Ave - Septic to Sewer - Grant Funded	1,793,193			
146			Treasure Island Waste Water Project - Design - Grant Funded	1,780,385			
147			OSTDS & TMDL - Connection (Home to Line)	2,772,203			
148			<b>Capital Improvement Project Expenditures (primarily grant/loan funded)</b>		<b>13,486,794</b>		
149							
150							
151			Water Main Installation (System Wide)	150,000			
152			Wastewater Repair & Replacement (System Wide)	150,000			
158			Lift Station Electrical Panel	25,000			
159			Vac. Station #2 150KW generator \$150,000	0			
160			Gravity Sewer Repair & Rehabilitation	100,000			
161			Lift Station Rehabilitations NW18, NW4, SW13; & SE7	100,000			
162			Manhole Rehabilitations	72,000			
163			Scada System	25,000			
164			16" State Road Expansion for Lakefront	1,009,729			
165			Engineering Service for RFP - GWTP Water Stability	75,000			
166			Kings Bay Water Main Expansion	350,000			
167			Lift Station Pump Replacements	32,000			
168			Lift Station Rehabilitations SE3, SW6, SW8, NE1, NE4, NE6	100,000			
169			Vacuum Pump Replacement	25,000			
170			Generators Replacement - WWTP				
173			Sub-total	2,213,729			
174			<b>Total CIP Expenditures/Equipment Replacement &amp; Rehab Proposed</b>		<b>2,213,729</b>		
175							
176			<b>Proposed Departmental Capital Expenditures: (Detail on D-1)</b>				
177			Administration	500,000			
178			Maintenance	208,950			
179			Water	161,676			
180			Wastewater	532,800			
181			Meter Reading	0			
182			<b>Total Proposed Departmental Capital Expenditures</b>		<b>1,403,426</b>		
183							
184			<b>Grand Total of Proposed Capital Funds Expenditures</b>		<b>17,103,949</b>		
185							
186	<b>PROJECTED RESERVES END OF FISCAL YEAR</b>						
187	<b>Fund Balance Reserves at September 30, 2025 (Projected):</b>						
188	<b>Restricted by Bond Covenants/Loan Documents:</b>						
189			RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	618,255			
190			Capital Connection Charge Fund-Water	183,802			
191			Capital Connection Charge Fund-Sewer	198,497			
192			Capital Connection Charge Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	135,034			
193			Fire Hydrant Fund	542,523			
194			Sub-Total	1,678,111			
195	<b>Restricted by Board Policy &amp; General Operating Funds</b>						
196			General Operating Funds	968,514			
197			PTO Account Fund	100,462			
198			Debt Servicing Reserve	190,508			
199			Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	707,933			
200			Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,411,510			
201			Future CIP Funding	81,050			
202			Rate Stabilization Fund	693,805			
203			Sub-Total	4,153,782			
204			<b>Fund Balance Reserves at September 30, 2025 (Projected)</b>		<b>5,831,894</b>		
205							
206			<b>TOTAL PROPOSED CAPITAL EXPENDITURES AND FUND BALANCES</b>			<b>22,935,843</b>	
207							
208			<b>REMAINING FUNDS</b>			<b>\$0</b>	
212							

	A	B	C	D	E	F	G	H
213				Okeechobee Utility Authority				
214				FY25 Budget				
215				Budget Summary				06/11/2024
216				Debt Service Coverage Tests				
217								
218				<b>Senior Lien Debt Service Coverage Analysis (110% Required)</b>				
219								
220				General Utility Operating Revenue (line 9 above)		13,896,380		
221				Less Total Oper Exp (line 10 above)		(10,923,465)		
222				Funds needed from Rate Stabilization Fund		0		
223				Net General Utility Operating Revenue		2,972,915		
224								
225				Total Current Year Operating Revenue for Senior Lien Coverage Test		2,972,915		
226								
227				Senior Lien Debt Service		(1,872,741)		158.7%
228								
229				Remaining General Utility Oper Rev After Truist Bank Debt Service		1,100,175		
230								
231				Senior Lien Coverage				
232								
233				<b>Junior Lien Debt Coverage Analysis (115% for SRF) (120% for RSF)</b>		<b>FOR SRF COVERAGE</b>		
234								
235				Remaining General Utility Oper Revenue After Truist Bank Debt Service		1,100,175		
236				Less Senior Lien Coverage Factor at 10%		(187,274)		
237				Less Junior Lien Coverage Factor at 15%		(102,429)		
238				Incremental Rate Revenue from FY10 & FY11 rate increases added above		0		
239				Available Revenue for SRF (Junior Lien) DSC Calculation		810,471		118.7%
240								
243				SRF (Junior Lien) Debt Service		682,862		
244				Dollars required to satisfy SRF (Junior Lien Coverage) per Board Policy of 115%		102,429		
245				Total Operating Funds required to meet SRF (junior lien) debt coverage ratio		785,292		
246								
247								A-7

FY25 water and sewer utility revenue have been projected utilizing actual revenues for 10-1-23 to 07-31-24 and budgeted revenues for 08-01-24 to 09-30-24

Page	Line		
B-2	8 to 11	Grand Total Operating Revenue is composed of four classifications of operating income shown in Revenue Summary tab B2 lines 8 through 11.	13,896,380
B-3	18	Total Water Utility Revenue	8,476,672
B-3	29	Total Sewer Utility Revenue	5,184,594
B-3	31	Penalties & Late Charges	141,179
B-3	34	Miscellaneous	93,934
B-4	63	Total Capital Connection Charges	262,348
		As previously noted on Page A, the growth rate in new capital connections is projected at Water (0.26%) and Wastewater (1.344%) which includes South West Service Area Improvement (50 new Wastewater customers)	0.80%

	A	G	H	J
1	Okeechobee Utility Authority			6.00%
2	FY25 Budget			6.00%
3	Revenue Summary			06/11/2024
4				
5		FY24		FY25
6		Budget		Budget
7	<b>Operating Revenue:</b>			
8	Total Water Utility Revenue (see B-3 Line 18)	7,878,008		8,476,672
9	Total Sewer Utility Revenue (see B-3 Line 29)	4,856,229		5,184,594
10	Penalties & Late Charges	77,729		141,179
11	Miscellaneous Revenue	118,857		93,934
13	<b>Grand Total Operating Revenue (see B-3 Line 40)</b>	<b>12,930,823</b>		<b>13,896,380</b>
14				
15	<b>Non-Operating Revenue:</b>			
16	Gain/Loss Sale of Fixed Assets	0		0
17	Fire Hydrant Fund Fees	95,006		100,183
18	Total Restricted Interest (see B-4 Line 56)	190,772		348,766
19	Total CCC Revenue (Direct) (see B-4 Line 62)	139,111		262,348
22	Rate Stabilization Fund Transfer (see B-4 Line 71)	0		0
23	<b>Grand Total Non-Operating Revenue (see B-4 Line 72)</b>	<b>424,889</b>		<b>711,297</b>
24				
25	<b>Grants, Loans &amp; CIP Funding:</b>			
26	Internal Funding for CIP & Departmental Capital Expenditures	6,031,097		3,617,155
27	Internal Funding (Rate Stabilization Fund)	0		0
28	External Funding for Construction Projects	14,770,572		12,881,967
29	<b>Total Grants, Loans &amp; CIP Funding (see B-4 Line 80)</b>	<b>20,801,669</b>		<b>16,499,122</b>
30				
31	<b>GRAND TOTAL REVENUE (see B-4 Line 82)</b>	<b>34,157,381</b>		<b>31,106,799</b>
32				
33				B-2

	A	H	I	N	O	P
1	Okeechobee Utility Authority				06/11/2024	
2	FY25 Budget					
3	Revenue Detail					
4		FY24	YTD Actual		FY25	
5	(1) revenue budget assumes capital connection charges and installation fees will remain at 50% discount levels.	Budget	Ten months 7/31/2024		Budget	
6		Amount	Amount		Amount	
7	<b>OPERATING REVENUE</b>					
8	Water Utility Revenue	7,666,630	6,511,401		8,256,523	
9	Water AGRC Revenue (from in-fill connections)	0	0			
10	Water GRC Revenue	18,001	8,979		11,421	
11	Install Fees Water	27,930	26,636		27,800	(1)
12	Private Fire Protection	96,413	82,320		104,711	
13	Turn On/Off Fees	53,886	46,957		59,729	
14	Other Revenue Water	15,148	12,962		16,488	
15	Incremental Water Rev From 6.0% Rate Increase in FY-10	0	0		0	
16	Incremental Water Rev From 3.5% Rate Increase in FY-11	0	0		0	
18	<b>Total Water Utility Revenue</b>	<b>7,878,008</b>	<b>6,689,255</b>		<b>8,476,672</b>	
19						
20	Wastewater Utility Revenue	4,335,705	3,941,706		5,018,559	
21	Wastewater AGRC Revenue (from in-fill connections)	0	0		0	
22	Wastewater GRC Revenue	12,730	3,707		4,716	
23	Install Fees Wastewater	62,160	56,880		143,840	(1)
24	Kings Bay Wastewater Maintenance Fee	20,606	13,095		16,657	
25	Other Revenue Wastewater	4,031	686		823	
26	Incremental Wastewater Rev From 6.0% Rate Increase in FY-10	260,142	0		0	
27	Incremental Wastewater Rev From 3.5% Rate Increase in FY-11	160,855	0		0	
29	<b>Total Wastewater Utility Revenue</b>	<b>4,856,229</b>	<b>4,016,074</b>		<b>5,184,594</b>	
30						
31	Penalties & Late Charges	77,729	81,468		141,179	
32	Merchant Revenue	61,994	46,884		80,373	
33	Ag Land Lease	3,505	3,505		3,505	
34	Miscellaneous Revenue	115,352	90,429		90,429	
35						
36	Interest Operating Account	0	0		0	
37	Interest on 10/20 Extended Payment Plan	0	0		0	
38	Interest Payroll Account	0	0		0	
39	<b>Total Unrestricted Interest Revenue</b>	<b>0</b>	<b>0</b>		<b>0</b>	
40						
41	<b>GRAND TOTAL FROM OPERATING REVENUE</b>	<b>12,930,823</b>	<b>10,927,614</b>		<b>13,896,380</b>	
42					(1)	

	A	H	I	N	O	P
1	Okeechobee Utility Authority				06/11/2024	
2	FY25 Budget					
3	Revenue Detail					
4		FY24	YTD Actual		FY25	
5	(1) revenue budget assumes capital connection charges and installation fees will remain at 50% discount levels.	Budget	Ten months 7/31/2024		Budget	
43	<b>NON-OPERATING REVENUE</b>	<b>Amount</b>			<b>Amount</b>	
44	Gain/Loss Sale of Fixed Asset	0	\$ 15,661		0	
45						
46	Fire Hydrant Fund Fees	95,006	58,440		100,183	
47						
49	Interest Operating Account	136,172	192,561		264,233	
50	Interest Payroll Account	2,407	2,982		4,576	
51	Interest-RR&I Funding Required	17,991	6,869		18,877	
54	Interest-Rate Stabilization Fund & Debt Service Fund	17,903	13,584		4,447	
55	Interest-Operating Reserve Fund (60 day O&M) accrued	6,332	15,758		37,755	
56	Interest-Emergency Reserve Fund (30 day O&M) accrued	9,967	7,648		18,877	
57	<b>Total Restricted Interest</b>	<b>190,772</b>	<b>239,402</b>		<b>348,766</b>	
58						
59	Water CCC	45,255	46,884		45,100	(1)
60	Wastewater CCC	93,856	85,673		217,248	(1)
61	Water CCC from 10/20 Plan (Net assessment received from developer)	0	0		0	
62	WWTP CCC 10/20 Plan (Net assessment received from developer)	0	0		0	
63	<b>Total Water &amp; WW CCC Revenue (Direct)</b>	<b>139,111</b>	<b>132,557</b>		<b>262,348</b>	
73	<b>GRAND TOTAL NON-OPERATING REVENUE</b>	<b>424,889</b>	<b>446,059</b>		<b>711,297</b>	
74						
75	<b>GRANTS, LOANS &amp; CIP FUNDING</b>					
76	Internal Funding for CIP Expenditures	1,995,215	0		2,213,729	
77	Internal Funding for SRF Debt Service (from Restricted Funds)	0	0		0	
78	Internal Funding for Departmental Capital Expenditures	4,035,882	0		1,403,426	
79	External Funding-State Programs	9,888,332	0		12,881,967	
80	External Funding from loan	4,882,240	0		0	
81	<b>GRAND TOTAL GRANTS &amp; INTERNAL FUNDING</b>	<b>20,801,669</b>	<b>0</b>		<b>16,499,122</b>	
82						
83	<b>GRAND TOTAL SOURCES OF FUNDS</b>	<b>34,157,381</b>	<b>11,373,673</b>		<b>31,106,799</b>	
84						
85	Resolution 22 - 04 (dated Aug. 18, 2022) which approved a 75% discount on Capital Connection Charges (CCC) and Installation Fees, reduce budgeted in-fill CCC and install fees by \$687,603.				(1)	
86						

Notes to Operating Expense Summary:

Page    Line

C-2	27	Total Departmental Operating Expense:	\$10,923,465
		Total Operating expense (including labor) as presented is higher than the previous years budgeted amount by:      \$ 741,142	7.28%
C-4 to C-17		In the detailed expense listing shown on pages C-4 through C-17, most expense classifications have been assigned a budgetary value based on either a specific contract amount or an analysis of the year-to-date operating expenses. However, several selected O&M expense classifications have been subject to market fluctuations.	
A-1	27	Electric (FPL) expenses are assigned a specific budgetary value or an adjusted amount based on a projected rate increase/(decrease) of:	7.06%
A-1	29	Chemicals are assigned a budgetary value and a percent change based on projected supplier's price adjustments ('24-'25):	7.81%
A-1	31	Fuel, gas, diesel & general petroleum based commodities have been assigned a specific budgetary value and a percent change based on inflation estimates:	4.70%



	A	B	C	D	F	G
1	Okeechobee Utility Authority					
2	FY25 Budget					06/11/2024
3	Expenditures Summary					
4						
5	<b>Operating Expenses</b>		<b>FY24 Budget</b>			<b>FY25 Budget</b>
6	Admin/Exec. Labor, (includes \$27,851 for Urgent Care Services)		1,680,240			1,814,302
7	Admin/Exec. O & M		1,241,077			1,411,159
8	<b>Total Administration / Executive Expenses</b>		<b>2,921,317</b>			<b>3,225,461</b>
9						
10	Maintenance Labor		1,932,802			2,116,911
11	Maintenance O & M		1,049,700			1,059,855
12	<b>Total Maintenance Expenses</b>		<b>2,982,502</b>			<b>3,176,766</b>
13						
14	Water Labor		867,334			855,670
15	Water O & M		1,381,950			1,452,100
16	<b>Total Water Expenses</b>		<b>2,249,284</b>			<b>2,307,770</b>
17						
18	Wastewater Labor		751,856			915,898
19	Wastewater O & M		607,300			706,250
20	<b>Total Wastewater Expenses</b>		<b>1,359,156</b>			<b>1,622,148</b>
21						
22	Meter Labor		324,312			345,420
23	Meter O & M		45,750			45,900
24	<b>Total Meter Reader Expenses</b>		<b>370,062</b>			<b>391,320</b>
25						
26	<b>Contingency</b>		<b>300,000</b>			<b>200,000</b>
27	<b>Grand Total Operating Expenses</b>		<b>10,182,322</b>			<b>10,923,465</b>
28						
29	<b>Non-Operating Expenses</b>					
30	Debt Service Interest Expense		383,094			343,405
31	Amortization Expense		12,600			12,600
32	Depreciation Expense		2,700,000			2,800,000
33	<b>Grand Total Non-Operating Expenses</b>		<b>3,095,694</b>			<b>3,156,005</b>
34						
35	<b>Transfers</b>					
36	Debt Service Principal Payments		2,153,619			2,212,198
37	Required Transfers to Restricted Revenue Funds		424,889			711,297
39	Discretionary Transfers From Restricted Funds		236,787			417,312
40	Additional External & Internal Funding		23,538,455			16,499,122
41	<b>Grand Total Transfers</b>		<b>26,353,750</b>			<b>19,839,929</b>
42						
43	<b>GRAND TOTAL EXPENDITURES</b>		<b>39,631,766</b>			<b>33,919,399</b>
44						
45	<b>GRAND TOTAL EXPENDITURES WITHOUT NON-CASH AMORTIZATION &amp; DEPRECIATION EXPENSE</b>		<b>36,919,166</b>			<b>31,106,799</b>





	A	B	D	E	I	M	AR	AS	AT
75			FY24		FY2024	FY25			
76	<b>Administration O&amp;M:</b>		<b>Budget</b>		<b>6 Month</b>	<b>Budget</b>			
77	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>		<b>Actual</b>	<b>Amount</b>			
78	401-3-513-5100-101	Office Equipment	3,500		691	2,000			
79	401-3-513-4905-201	Collection Agency Expense	0		0	0			
80	401-3-513-3100-200	Legal Service-General Counsel	72,000		23,933	72,000			
81	401-3-513-3100-202	Legal Serv-Dev Matters-Other	2,500		0	1,500			
82	401-3-513-3100-203	Legal Serv-Easement Matters	2,500		0	2,500			
83	401-3-513-3100-204	Legal Serv-EEOC			0	-			
84	401-3-513-3100-210	Legal Serv- USDA	10,000		15,363	12,500			
85					0				
86					0				
87	401-3-513-3100-208	Legal Serv-Gadsden	0		0				
88	401-3-513-3100-204	Legal Serv-Land Trust v OUA	0		0				
89	401-3-513-3101-200	Engineering Fees	10,000		2,150	10,000			
90	401-3-513-3101-201	Eng Fees-Water General	40,000		15,798	350,000			
91	401-3-513-3101-202	Eng Fees-Water Quality Improv.	10,000		0	10,000			
92	401-3-513-3101-203	Eng Fees-WW General	10,000		0	10,000			
93	401-3-513-3200-200	Accounting & Auditing	23,000		11,000	27,000			
94	401-3-513-3400-200	Other contracts(surveys, 1095C,	15,000		24,968	15,000			
95	401-3-513-3400-201	Utility Serv Co (moved to water dept)			0	-			
96	401-3-513-3400-202	Financial Advisor	0		0	-			
97	401-3-513-3400-203	Rate Consultant Services	2,000			-			
98	401-3-513-3400-204	CAS & Assoc-Legislative Serv	45,000		22,500	50,000			
99	401-3-513-3400-205	Thorn Run-Legislative Serv	50,000		21,000	50,000			
100	401-3-513-3400-206	One-Call Serv	4,800		2,249	4,900			
101	401-3-513-3400-207	ADP-Payroll Services	31,200		14,884	34,020			
102	401-3-513-3400-212	ADP-Easy Labor Management Fe	4,200		2,030	4,410			
103	401-3-513-3400-208	Random Drug Program Costs	7,500		205	1,000			
104	401-3-513-3400-210	Safety Matters-Consulting Serv	2,500		0	1,000			
105	401-3-513-3400-211	Pension Related Matters	1,500		0	-			
106	401-3-513-3400-216	Bank Service Fee CSB	300		30	250			
107	401-3-513-3400-217	Trasaction Fee - Springbrook	20,000		9,375	21,600			
108	401-3-513-3400-218	Merchant Processing Fee	72,000		26,774	70,000			
109	401-3-513-4000-100	Travel and Per Diem	1,861		199	1,250			
110	401-3-513-4100-100	Communication Service	0		0	0			
111	401-3-513-4100-101	Com Serv-Comcast	10,100		3,162	7,500			
112	401-3-513-4100-102	Com Serv- Cellular	1,500		309	1,250			
113	401-3-513-4100-104	Com Serv-Reimbursements	1,500		648	1,250			
114	401-3-513-4100-105	Com Serv-Ans Services	0		0				
115	401-3-513-4100-106	SLERS Radio Service Fee (7x\$9)	850		324	756			
116	401-3-513-4100-108	SLER R & M - Admin	1,000		0	-			
117	401-3-513-5208-101	COVID-19 Exp	1,500		0	750			
118	401-3-513-4100-108	SLERS R&M - Admin	3,500		0	2,000			
119	401-3-513-5215-100	Safety Supplies	1,750		0	1,500			
120	401-3-513-4200-100	Postage and Transportation	50,000		25,658	60,000			
121	401-3-513-4300-100	Utilities-FPL	8,500		3,652	8,500			
122	401-3-513-4301-100	Utilities Waste Management	1,750		979	2,000			

	A	B	D	E	I	M	AR	AS	AT
123			<b>FY24</b>		<b>FY2024</b>	<b>FY25</b>			
124	<b>Administration O&amp;M:</b>		<b>Budget</b>		<b>6 Month</b>	<b>Budget</b>			
125	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>		<b>Actual</b>	<b>Amount</b>			
126	401-3-513-4400-101	Pitney Bowes Post Mach Lease	1,100		301	750			
127	401-3-513-4400-102	Copier Usage Costs	5,000		2,324	5,500			
128	401-3-513-4500-200	Insurance-Prop, Cas & Gen Liab	518,889		261,394	356,873			
129	401-3-513-4500-201	Insurance-Pollution Policy	12,777		6,389	14,100			
130	401-3-513-4500-202	Insurance-Storage Tank Policy	2,000		841	2,000			
131	401-3-513-4600-100	R&M Vehicles	2,500		0	1,500			
132	401-3-513-4609-100	R&M Building Admin	10,000		1,419	15,000			
133	401-3-513-4611-100	R&M Equipment	750		0	500			
134	401-3-513-4612-100	R&M Comp Equipment	1,500		2,502	3,000			
135	401-3-513-4613-100	R&M Comp Software (Springbrk)	50,000		24,142	50,000			
136	401-3-513-4613-101	Comp Sys, HW/SW Upgrades& I	7,500		1,024	5,000			
137	401-3-513-4613-102	IT Outsourced Services	12,000		6,000	12,600			
138	401-3-513-4615-100	Lawn Service Admin	500		500	200			
139	401-3-513-5208-101	Shrinkage Expense	0		0	0			
140	401-3-513-4700-200	Printing and Binding	25,000		10,405	25,000			
141	401-3-513-4901-100	Education-Springbrook & Genera	3,500		0	2,000			
142	401-3-513-4902-200	Advertising + Corporate Image	6,000		962	4,000			
143	401-3-513-4902-201	Website/Webhosting Exp E-billing	2,500		0	10,000			
144	401-3-513-4905-200	Bad Debt Expense	0		0	-			
145	401-3-513-4906-100	Taxes and Fines	2,000		0	1,000			
146	401-3-513-4908-100	Hurricane Expense	10,000		0	10,000			
147	401-3-513-4909-100	Staff Awards & Luncheon	5,000		1,104	3,500			
148	401-3-513-5100-100	Office Supplies	12,500		4,977	12,500			
149	401-3-513-5201-100	Fuel Gas & Diesel - Vehicles	1,000		86	1,000			
150	401-3-513-5203-100	Uniforms	1,500		0	2,000			
151	401-3-513-5207-100	Tools	250		0	200			
152	401-3-513-5208-100	Supplies Administration	4,000		1,756	4,000			
153	401-3-513-5215-100	Safety Supplies	2,500		1,437	3,000			
154	401-3-513-5400-100	Books, Dues and Publications	7,500		4,194	7,500			
155	401-3-513-6400-100	Capital Outlay Admin	7,000		0	22,000			
156	401-3-513-9000-200	Contingencies	150,000		0	50,000			
157	401-3-513-9000-200	Contingencies - FY22	0		0	0			
158	401-3-513-4907-100	Loan Cost of Issuance	3,000		0	0			
159		<b>Admin O &amp; M Subtotal</b>	<b>1,391,077</b>		<b>559,638</b>	<b>1,461,159</b>			
160		<b>Admin Dept Totals</b>	<b>3,071,317</b>		<b>1,154,336</b>	<b>3,275,461</b>			









	A	B	D	E	I	M	AR	AS	AT
283			<b>FY24</b>		<b>FY2024</b>	<b>FY25</b>			
284	<b>Water Labor:</b>		<b>Budget</b>		<b>6 Month</b>	<b>Budget</b>			
285	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>		<b>Actual</b>	<b>Amount</b>			
286	401-5-533-1101-100	Supervisor Salaries SWTP	84,295		28,041	87,553			
287	401-5-533-1101-200	Supervisor Salaries GWTP	0		12,017				
288	401-5-533-1200-100	Regular Salaries SWTP	424,753		179,642	411,141			
289	401-5-533-1200-200	Regular Salaries GWTP	0		0				
290	401-5-533-1300-100	Accrued Payout SWTP	10,044		2,400	11,515			
291	401-5-533-1300-200	Accrued Payout GWTP	0		0				
292	401-5-533-1201-103	Part Time Employee SWTP	0		0				
293	401-5-533-1201-100	Non Pension Employee SWTP	50,000		18,086	55,286			
294	401-5-533-1202-100	Bonus Pay SWTP	8,178		0	7,983			
295	401-5-533-1202-200	Bonus Pay GWTP			0				
296	401-5-533-1400-100	Overtime SWTP	13,120		4,801	10,400			
297	401-5-533-1400-200	Overtime GWTP	0		0				
298	401-5-533-1610-100	Accured Benefits and FICA SWTP	20,000		2,070				
299	401-5-533-1610-200	Accured Benefits and FICA GWTP	0		0				
300	401-5-533-2500-100	Unemployment Comp SWTP	0		0				
301	401-5-533-2500-200	Unemployment Comp GWTP	0		0				
302	401-5-533-2100-100	FICA SWTP	45,074		17,675	44,897			
303	401-5-533-2100-200	FICA GWTP	0		846				
304	401-5-533-2200-100	Retirement SWTP	47,088		0	47,558			
305	401-5-533-2200-200	Retirement GWTP			0				
306	401-5-533-2300-100	Health Insurance SWTP	145,200		63,863	162,000			
307	401-5-533-2300-200	Health Insurance GWTP			0				
308	401-5-533-2301-100	Disability Insurance SWTP	1,888		562	1,849			
309	401-5-533-2301-200	Disability Insurance GWTP			0				
310	401-5-533-2302-100	Life Insurance SWTP	2,274		1,129	2,070			
311	401-5-533-2302-200	Life Insurance GWTP			0				
312	401-5-533-2400-100	Workmens Comp SWTP	13,321		5,145	10,410			
313	401-5-533-2400-200	Workmens Comp GWTP	0		83				
314	401-5-533-1600-100	Accured Wages and FICA SWTP	0		0				
315	401-5-533-1600-200	Accured Wages and FICA GWTP	0		0				
316	401-5-533-2601-100	Accured OPEB SWTP	2,100		0				
317	401-5-533-2601-200	Accured OPEB GWTP			0				
318		Longevity Award				3,008			
319		<b>Water Labor Subtotal</b>	<b>867,334</b>		<b>336,360</b>	<b>855,670</b>			



	A	B	D	E	I	M	AR	AS	AT
376					FY2024	FY24			
377	<b>Water O &amp; M:</b>	<b>Description</b>	<b>Budget</b>		<b>6 Month</b>	<b>Budget</b>			
378	<b>Account Number</b>		<b>Amount</b>		<b>Actual</b>	<b>Amount</b>			
379	401-5-533-4909-100	Staff Awards & Luncheon	1,000		0	1,000			
380	401-5-533-4909-200	Miscellaneous GWTP	250		0	-			
381	401-5-533-4950-100	Permits SWTP	250		0	250			
382	401-5-533-4950-200	Permits GWTP	250		0	250			
383	401-5-533-5100-100	Office Supplies SWTP	1,250		855	1,500			
384	401-5-533-5100-200	Office Supplies GWTP	250		0	0			
385	401-5-533-5201-100	Fuel: Gas, Diesel - Vehicles SWT	3,800		1,497	3,800			
386	401-5-533-5201-200	Fuel: Gas, Diesel - Vehicles GWTP	300		0	300			
387	401-5-533-5202-100	Fuel Other Equipment SWTP	15,000		6,674	14,000			
388	401-5-533-5202-200	Fuel Other Equipment GWTP	4,000		0	3,000			
389	401-5-533-5203-100	Uniforms SWTP	3,500		369	5,400			
390	401-5-533-5203-200	Uniforms GWTP	250		0	-			
391	401-5-533-5204-100	Lab Supplies SWTP	10,000		5,228	12,000			
392	401-5-533-5204-200	Lab Supplies GWTP	3,000		424	2,000			
393	401-5-533-5207-100	Tools SWTP	500		252	500			
394	401-5-533-5207-200	Tools GWTP	300		0	0			
395	401-5-533-5208-100	Supplies SWTP	2,250		556	2,000			
396	401-5-533-5208-200	Supplies GWTP	500		0	200			
397	401-5-533-5209-100	Chemicals SWTP	700,000		300,572	700,000			
398	401-5-533-5209-200	Chemicals GWTP	45,000		17,700	45,000			
399	401-5-533-5209-700	Chemicals PRP	0		0	0			
400	401-5-533-5215-100	Safety supplies SWTP	7,000		2,652	6,000			
401	401-5-533-5215-200	Safety supplies GWTP	250		30	150			
402	401-5-533-5400-100	Books, Dues and Pub SWTP	250		0	250			
403	401-5-533-5400-200	Books, Dues and Pub GWTP	50		0	0			
405	401-5-533-6400-100	Capital Outlay SWTP	8,000		1,500	5,000			
406	401-5-533-6400-200	Capital Outlay GWTP	0		0	0			
407	401-5-533-9000-100	Contingency-Water	50,000			25,000			
408		<b>Water O &amp; M Subtotal</b>	<b>1,431,950</b>	<b>0</b>	<b>570,981</b>	<b>1,477,100</b>			
409		<b>Water Dept Totals</b>	<b>2,299,284</b>	<b>0</b>	<b>907,341</b>	<b>2,332,770</b>			
410		Utilities FPL increase	275,000		262,734	290,500			
411		Chemicals increase	745,000		689,589	745,000			









	A	B	D	E	I	M	AR	AS	AT
587					FY2024	FY25			
588	<b>Meter O &amp; M:</b>		<b>Budget</b>		<b>6 Month</b>	<b>Budget</b>			
589	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>		<b>Actual</b>	<b>Amount</b>			
590	401-7-513-3400-209	GPS Tracking	1,500		677	1,500			
591	401-7-513-4618-100	Backflow recalibration fees&repai	0		0	0			
592	401-7-513-4000-100	Travel and Per Diem	250		0	250			
593	401-7-513-4200-100	Postage, Freight & Shipping MR	150		16	150			
594	401-7-513-4200-100	SLERS Radio Service Fee MR (8	1,000		432	1,000			
595	401-7-513-4100-106	SLERS Tower Maint Fee MR (8x3	1,000		0	0			
596	401-7-513-4100-107	SLERS Tower Service Fee	0		0				
597	401-7-513-4100-108	SLERS R&M	750		0	750			
598	401-7-513-4600-100	R&M Vehicles	5,000		1,961	3,500			
599	401-7-513-4611-100	R&M Meter Reading Equipment	3,500		330	2,500			
600	401-7-513-4613-100	R&M Computer Software Sensus	4,250		1,716	4,250			
601	401-7-513-4618-100	BackFlow Equipment Testing	0		3,000	5,000			
602	401-7-513-4901-100	Education	500		0	500			
603	401-7-513-4909-100	Staff Awards & Luncheon	800		45	800			
604	401-7-513-5201-100	Fuel: Gas, Diesel - Vehicles	15,000		5,049	12,500			
605	401-7-513-5203-100	Uniforms	1,800		532	1,500			
606	401-7-513-5207-100	Tools	1,000		293	1,000			
607	401-7-513-5208-100	Supplies	2,500		1,029	2,500			
608	401-7-513-5400-100	Books, Dues and Publications	500		0	500			
609	401-7-513-6400-100	Capital Outlay	3,500		0	4200			
610	401-7-513-6399-100	Insect Services	2,000		660	2,500			
611	401-7-513-5215-100	Safety	750		429	1,000			
612			0			0			
613		<b>Meter O &amp; M Subtotal</b>	<b>45,750</b>		<b>16,168</b>	<b>45,900</b>			
614		<b>Meter Dept Totals</b>	<b>370,062</b>		<b>146,520</b>	<b>391,320</b>			
615									
616									
617		Fuel: Gas, Diesel - Vehicles	105,100		125,133	126,600			
618		Fuels, gas & diesel expense: 38% increase	39,938						
619						21,500			
620									
621						20.5%			



	A	B	C	D	E	F	H
1	Okeechobee Utility Authority						
2	FY25 Budget						06/11/2024
3	<b>NON-OPERATING EXPENSES AND TRANSFERS</b>						
4							
5						<b>FY24</b>	<b>FY25</b>
6						<b>Budget</b>	<b>Budget</b>
7	<b>NON-OPERATING EXPENSES:</b>					<b>Amount</b>	<b>Amount</b>
8	<b>Debt Service Interest Expense:</b>						
11		SRF 1 Interest Expense				63,243	51,665
12		SRF 2 Interest Expense (State Road 78) - New Loan				0	
14		Truist Bank 2020A Interest Expense				43,237	18,714
15		Truist Bank 2020B Interest Expense				173,379	169,791
16		USDA				103,235	103,235
17		<b>Total</b>				<b>383,094</b>	<b>343,405</b>
18							
19	<b>Amortization Expense:</b>						
32		Amortize Organizational Costs				0	0
33		Amortize Long-Term Lease				12,600	12,600
34		<b>Total</b>				<b>12,600</b>	<b>12,600</b>
35							
36	<b>Depreciation Expense:</b>					<b>2,700,000</b>	<b>2,800,000</b>
37							
38	<b>TOTAL NON-OPERATING EXPENSES</b>					<b>3,095,694</b>	<b>3,156,005</b>
39							
40							

	A	B	C	D	E	F	H
41	<b>NON-OPERATING TRANSFERS:</b>					<b>FY24</b>	<b>FY25</b>
42	<b>Required Transfers:</b>						
43	<b>Debt Service Principal Payments:</b>						
46		SRF 1 Principal				619,619	631,198
47		SRF 2 Principal - State Road 78 (New Loan)				0	
53		Truist Bank 2020A Principal				1,364,000	1,391,000
54		Truist Bank 2020B Principal				170,000	190,000
55		USDA				0	0
56		<b>Total</b>				<b>2,153,619</b>	<b>2,212,198</b>
57	<b>Unrestricted/Restricted Revenue Transfers to Restricted Accts:</b>						
58							
59		Restricted Interest to Restricted Accts.				190,772	348,766
60		Cap Conn Fund Water (infill)				45,255	45,100
61		Cap Conn Fund WW (infill)				93,856	217,248
63		Fire Hydrant Fund				95,006	100,183
64		Emergency Reserve Fund				0	0
65		<b>Total</b>				<b>424,889</b>	<b>711,297</b>
66							
74	<b>Discretionary Transfers:</b>						
75		Net Transfer to Rate Stabilization Fund				0	\$ -
76		Funds Earmarked for General Operating Fund				236,787	417,312
77		Future CIP Funding				0	0
78		<b>Total</b>				<b>236,787</b>	<b>417,312</b>
79	<b>Other Transfers:</b>						
80		Internal Transfer for CIP Expenditures & Capital Assets				1,995,215	2,213,729
81		Internal Transfer for Departmental Capital Expenditures				4,035,882	1,403,426
82		External Funding from State				17,507,358	12,881,967
83		<b>Total</b>				<b>23,538,455</b>	<b>16,499,122</b>
84							
85	<b>TOTAL NON-OPERATING EXPENSES AND TRANSFERS</b>					<b>29,449,444</b>	<b>22,995,935</b>
86							

	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
40				Chiller			50,000
41							
42					Sub Total Water	5,000	161,676
43				Wastewater			
44				Clarifier rebuild			227,800
45				Bar Screen Auger repair		600	
46				Utility trailer		5,000	
48				Dump Trailer			14,000
49				Replace truck 435 (F150 4X4)			66,000
51				Replace & Relocate MCC 200			200,000
52				Replace MCC 300,400, 500 & 600 (FY28)			
53				Wireless Cameras			25,000
54					Sub Total Wastewater	5,600	532,800
55				Meter			
56				Leaf Blower & Hedge Trimmer		1,000	
57				Handheld Tablets (4 units)		3,200	
58					Sub Total Meter	4,200	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1														
2	Okeechobee Utility Authority													06/11/2024
3	FY25 Budget													
4	Five Year Capital Improvement Plan Expenditure Detail													Total
5									FY25	FY26	FY27	FY28	FY29	FY25-FY29
8	UPGRADE	SCADA System							25,000	25,000	25,000	25,000	25,000	125,000
9		Generator - Lift Stations (General)								50,000		50,000		100,000
10		WWTP Generator \$60,000						0						60,000
11		Gravity Sewer Repair & Rehabilitation						100,000	50,000	100,000	50,000	100,000	400,000	
12		Lift Station Rehabilitations NW18, NW4, SW13 & SE7						100,000	75,000	100,000	75,000	100,000	450,000	
13		Lift Station Rehabilitations SE3, SW6, SW8, NE1, NE4 & NE6						100,000	100,000	100,000	100,000	100,000	500,000	
14		Lift Station Electrical Panels - 7 Stations						25,000	25,000	25,000	25,000	25,000	125,000	
15		Manhole Rehabs (30 x \$2,400)						72,000	72,000	72,000	72,000	72,000	360,000	
16		Lift Station Pump Replacements (NW15 +)						32,000	32,000	32,000	32,000	32,000	160,000	
17		Vacuum Pump Replacement						25,000	25,000	25,000	25,000	25,000	125,000	
19		Wastewater Main Repair & Replacement (System Wide)						150,000	150,000	150,000	150,000	150,000	750,000	
20		Water Main Repair & Replacement (System Wide)						150,000	150,000	150,000	150,000	150,000	750,000	
22		24" Water Main - Engineering work (Survey & Design)						359,729	0	0	0	0	359,729	
23		Engineering Work for TCI - OSTDS (Craig A. Smith)						20,200						
24		GWTP Engineering Fee for RFP - Well Water Stability						75,000	0	0	0	0	75,000	
25	DEPARTMENTAL CAPITAL REQUESTS:													0
26														0
27		Administration (See D-1)						500,000	300,000	300,000	300,000	300,000	300,000	1,700,000
28		Maintenance (See D-1)						208,950	50,000	50,000	50,000	50,000	50,000	408,950
29		Water (See D-1)						161,676	50,000	50,000	50,000	50,000	50,000	361,676
30		Wastewater (See D-1)						532,800	25,000	25,000	25,000	25,000	25,000	632,800
31		Meter Reader (See D-1)						0	5,000	5,000	5,000	5,000	5,000	20,000
32		<b>TOTAL</b>						<b>2,637,355</b>	<b>1,184,000</b>	<b>1,209,000</b>	<b>1,184,000</b>	<b>1,209,000</b>	<b>7,463,155</b>	
33														
34	D-2		Project	FY24 Costs	Future									
35			Budget	at 8.31.24	Spending		FY25	FY26	FY27	FY28	FY29	FY25-FY29		
36		<b>MAJOR PROJECTS</b>												
38		Treasure Island Waste Water Project	35,000,000	998,498	34,001,502		1,780,385	5,000,000	10,000,000	8,000,000	9,221,117	34,001,502		
40		16" Water Main Replacement - State Road 78	1,009,729	0	1,009,729		1,009,729	-	-	-	-	1,009,729		
41		Taylor Creek Isle - Sceptic to Sewer	210,200		210,200		210,200					210,200		
42		Sceptic to Sewer Connection - TMDL grant application	1,312,000		1,312,000		1,312,000					1,312,000		
43		US 441SE (King's Bay) Wastewater Extention	350,000		350,000		350,000					350,000		
44		SW 5th Avenue Wastewater	6,355,885	343,608	6,012,277		1,793,193	4,219,084				6,012,277		
45		Pine Ridge Park Water Install	877,866	877,866	0		-					0		
46		Pine Ridge Park wastewater with FDEP grant of \$2,750,000	4,371,951	3,678,537	693,414		-	-	-			0		
47		Eckler Design	404,145	404,145	0		-					0		
48		Total	49,891,776	6,302,654	43,589,122		6,455,507	9,219,084	10,000,000	8,000,000	9,221,117	42,895,708		
54		SWSA Project 1	6,320,303	5,015,440	1,304,863		747,235	557,628	-			1,304,863		
55		SWSA Project 2	13,946,664	8,048,931	5,897,733		3,393,199	2,504,534	-			5,897,733		
56		SWSA Project 3 Okee-Tantie Total	10,033,653	417,792	9,615,861		3,000,578	4,000,000	2,615,283			9,615,861		
57		Total Projects	80,192,396	19,784,817	60,407,579		7,141,012	6,504,534	2,615,283			16,818,457		
58		Total of FDEP Grants LP47021 & LPQ008	56,645,580											
59		USDA Loan & Grant	8,391,000											
60		State Road 78W - Developer's Contrib.	504,865											
61		Unfunded Project	14,903,384											
64														
65		<b>Major Project Funding Difference - Shortfall</b>												
66		Treasure Island	10,479,420											
67		SW 5th Avenue	3,855,885											
68		Others	568,079											
69			14,903,384											

	A	B
1	<b>Okeechobee Utility Authority</b>	
2	<b>FY25 Budget</b>	06/11/2024
3	<b>Analysis of RR&amp;I Fund</b>	
4		
5	<b>Funding is required to be maintained at 5% of Previous Year System Operating Revenue.</b>	
6		
7		
8	FY24 System Operating Revenue (Projected)	\$12,930,823
9		
10	FY24 Funding Required at 5% (Fund Balance Required)	646,541
11		
12	Fund Balance at September 30, 2025 (Projected)	618,255
13		
14	Fund Surplus /(Deficit)	(28,286)
15		
16		
17		
18	Remaining Fund Surplus/(Deficit)	(\$28,286)
19		
20		

	A	B
1	<b>Okeechobee Utility Authority</b>	
2	<b>FY25 Budget</b>	06/11/2024
3	<b>Analysis of Emergency Reserve Fund</b>	
4		
5	<b>(Maintained at 30 days of current year System O &amp; M)</b>	
6		
7		
8	FY24 System Operating Expenses (Budgeted)	\$10,182,322
9		
10	FY24 30 Days O & M Expenses (Fund Balance Required)	836,903
11		
12	Fund Balance at September 30, 2025 (Projected)	707,933
13		
14	Fund Surplus/(Deficit)	(128,971)
15		
16		
17		
18	Remaining Fund Surplus (deficit)	(\$128,971)
19		
20	<b>30 calendar days of the preceeding year O &amp; M (FY24) expenses.</b>	

	A	B
1	Okeechobee Utility Authority	
2	FY25 Budget	06/11/2024
3	Analysis of Operating Reserve Fund	
4		
5	(Maintain at 60 days expenses of current year System O & M)	
6		
7		
8	FY25 System Operating Expenses (Budgeted)	\$10,923,465
9		
10	FY25 60 Days O & M Expenses	1,795,638
11		
12	Fund Balance at September 30, 2025 (Projected)	1,411,510
13		
14	Fund Surplus/(Deficit)	(384,128)
15		
16	<b>(Resolution 22 - 05 lowered requirement to 60 days).</b>	
17		
18	Remaining Fund Surplus/(deficit)	(384,128)

Okeechobee Utility Authority  
FY25 Budget  
Analysis of Fire Hydrant Fund

06/11/2024

<b>The fire hydrant fund receive the following revenue monthly</b>
Residential - \$0.57/meter
Non- Residential - \$1.71/meter
Master - \$0.57/meter

Fund Balance at October 1, 2024 (Projected)	\$442,340
Budgeted Additional Revenue in FY25	\$100,183
Interest Earnings Added to Fund Balance (Projected)	\$0
Budgeted Hydrant Replacement Expenditures in FY25	\$0
Projects (TBD)	<u>\$0</u>
Projected Fire Hydrant Fund Balance at September 30, 2025	<b>\$542,523</b>



<b>Okeechobee Utility Authority</b>	
<b>FY25 Budget</b>	<b>06/11/2024</b>
<b>Analysis of CIP Fund</b>	
<b>Strive to Begin the Fiscal Year with a minimum Fund balance of 6% of Projected System Operating Revenue</b>	
FY24 System Operating Revenue (Projected)	\$13,896,380
FY24 Funding Projected	\$1,111,710
Fund Balance at September 30, 2023 (Projected)	1,000,000
Deficit to be Funded	

## Debt Service Summary

FYE Ending	Truist D/S Sub Total		SRF D/S Sub Total		USDA D/S Sub Total		Total Annual Debt Service
	Int.	Prin.	Int.	Prin.	Int.	Prin.	
9/30/25	188,506	1,581,000	51,665	631,198	103,235	0	2,555,603
9/30/26	159,029	1,540,000	103,617	780,650	103,235	0	2,686,531
9/30/27	127,254	1,580,000	87,951	796,316	102,283	151,499	2,845,302
9/30/28	94,556	1,635,000	71,964	812,302	100,186	151,499	2,865,509
9/30/29	60,885	1,670,000	55,650	487,186	98,061	153,595	2,525,377
9/30/30	26,445	1,715,000	48,555	152,849	95,906	155,721	2,194,477
9/30/31			44,502	156,903	93,722	157,875	453,002
9/30/32			40,341	161,063	91,507	160,060	452,972
9/30/33			36,071	165,334	89,262	162,275	452,941
9/30/34			31,686	169,718	86,985	164,520	452,910
9/30/35			27,186	174,219	84,677	166,797	452,878
9/30/36			22,566	178,838	82,337	169,105	452,846
9/30/37			17,824	183,580	79,965	171,444	452,814
9/30/38			12,956	188,448	77,560	173,817	452,781
9/30/39			7,959	193,446	75,122	176,222	452,748
9/30/40			2,829	198,575	72,649	178,660	452,714
9/30/41					70,143	181,132	251,275
<b>Totals</b>	<b>656,674</b>	<b>9,721,000</b>	<b>663,323</b>	<b>5,430,626</b>	<b>1,506,836</b>	<b>2,474,221</b>	<b>20,452,680</b>

**Okeechobee Utility Authority**  
**Debt Service Summary - Truist Bank Debt**

Last Updated

02/14/22

	Truist 2020A		Truist 2020B		Truist Total Debt Service
	Int. 1.79%	Prin.	Int. 2.05%	Prin.	
4/1/2025	12,449.45	691,000.00	85,382.50	95,000.00	883,831.95
9/30/2025	6,265.00	700,000.00	84,408.75	95,000.00	885,673.75
4/1/2026			83,435.00	765,000.00	848,435.00
9/30/2026			75,593.75	775,000.00	850,593.75
4/1/2027			67,650.00	785,000.00	852,650.00
9/30/2027			59,603.75	795,000.00	854,603.75
4/1/2028			51,455.00	815,000.00	866,455.00
9/30/2028			43,101.25	820,000.00	863,101.25
4/1/2029			34,696.25	830,000.00	864,696.25
9/30/2029			26,188.75	840,000.00	866,188.75
4/1/2030			17,578.75	850,000.00	867,578.75
9/30/2030			8,866.25	865,000.00	873,866.25
	18,714.45	1,391,000.00	637,960.00	8,330,000.00	10,377,674.45

K - 2

**Okeechobee Utility Authority**  
**Debt Service Summary - SRF Debt**

Last Updated

02/14/22

FYE	SRF # 1		SRF # 2		SRF Total Debt Service
	Int. 1.86%	Prin.	Int. 2.62%	Prin.	
9/30/25	51,665	631,198			682,862
9/30/26	39,870	642,993	63,747	137,657	884,267
9/30/27	27,854	655,008	60,097	141,308	884,267
9/30/28	15,615	667,248	56,350	145,055	884,267
9/30/29	3,146	338,285	52,504	148,901	542,836
9/30/30	0	0	48,555	152,849	201,405
			44,502	156,903	201,405
			40,341	161,063	201,405
			36,071	165,334	201,405
			31,686	169,718	201,405
			27,186	174,219	201,405
			22,566	178,838	201,405
			17,824	183,580	201,405
			12,956	188,448	201,405
			7,959	193,446	201,405
			2,829	198,575	201,405
<b>Totals</b>	<b>138,149</b>	<b>2,934,732</b>	<b>525,174</b>	<b>2,495,894</b>	<b>6,093,949</b>

K-3

## USDA Loan (7.508mil) Amortization

Original Amount of Indebtedness (funds disb \$ 7,508,000.00

Capitalized Interest (added to indebte \$ -

Last Updated

02/14/22

\$ 7,508,000.00

Initial Date of Obligation = 09/30/24

Financing Rate = 1.375%

Loan CRITICAL

Pymt ACTION

No. DATE

INTEREST (2)

PRINCIPAL

LOAN BAL

**\$7,508,000.00**

No.	DATE		INTEREST (2)	PRINCIPAL	LOAN BAL
1	9/30/2024	0.00	\$103,235.00		\$7,508,000.00
2	<b>9/30/2025</b>	<b>0.00</b>	<b>\$103,235.00</b>		<b>\$7,508,000.00</b>
3	9/30/2026	0.00	\$102,282.61	\$151,499.15	\$7,356,500.85
4	9/30/2027	0.00	\$100,186.31	\$153,595.45	\$7,202,905.40
5	9/30/2028	0.00	\$98,061.01	\$155,720.75	\$7,047,184.65
6	9/30/2029	0.00	\$95,906.33	\$157,875.43	\$6,889,309.22
7	9/30/2030	0.00	\$93,721.80	\$160,059.96	\$6,729,249.26
8	9/30/2031	0.00	\$91,507.04	\$162,274.72	\$6,566,974.54
9	9/30/2032	0.00	\$89,261.66	\$164,520.10	\$6,402,454.44
10	9/30/2033	0.00	\$86,985.18	\$166,796.58	\$6,235,657.86
11	9/30/2034	0.00	\$84,677.21	\$169,104.55	\$6,066,553.31
12	9/30/2035	0.00	\$82,337.33	\$171,444.43	\$5,895,108.88
13	9/30/2036	0.00	\$79,965.07	\$173,816.69	\$5,721,292.19
14	9/30/2037	0.00	\$77,559.97	\$176,221.79	\$5,545,070.40
15	9/30/2038	0.00	\$75,121.57	\$178,660.19	\$5,366,410.21
16	9/30/2039	0.00	\$72,649.45	\$181,132.31	\$5,185,277.90
17	9/30/2040	0.00	\$70,143.14	\$183,638.62	\$5,001,639.28
18	9/30/2041	0.00	\$67,602.13	\$186,179.63	\$4,815,459.65
19	9/30/2042	0.00	\$65,025.96	\$188,755.80	\$4,626,703.85
20	9/30/2043	0.00	\$62,414.13	\$191,367.63	\$4,435,336.22
21	9/30/2044	0.00	\$59,766.21	\$194,015.55	\$4,241,320.67
22	9/30/2045	0.00	\$57,081.61	\$196,700.15	\$4,044,620.52
23	9/30/2046	0.00	\$54,359.87	\$199,421.89	\$3,845,198.63
24	9/30/2047	0.00	\$51,600.50	\$202,181.26	\$3,643,017.37
25	9/30/2048	0.00	\$48,802.91	\$204,978.85	\$3,438,038.52
26	9/30/2049	0.00	\$45,966.63	\$207,815.13	\$3,230,223.39
27	9/30/2050	0.00	\$43,091.07	\$210,690.69	\$3,019,532.70
28	9/30/2051	0.00	\$40,175.75	\$213,606.01	\$2,805,926.69
29	9/30/2052	0.00	\$37,220.10	\$216,561.66	\$2,589,365.03
30	9/30/2053	0.00	\$34,223.53	\$219,558.23	\$2,369,806.80
31	9/30/2054	0.00	\$31,185.50	\$222,596.26	\$2,147,210.54
32	9/30/2055	0.00	\$28,105.43	\$225,676.33	\$1,921,534.21
33	9/30/2056	0.00	\$24,982.77	\$228,798.99	\$1,692,735.22
34	9/30/2057	0.00	\$21,816.87	\$231,964.89	\$1,460,770.33
35	9/30/2058	0.00	\$18,607.18	\$235,174.58	\$1,225,595.75
36	9/30/2059	0.00	\$15,353.07	\$238,428.69	\$987,167.06
37	9/30/2060	0.00	\$12,053.93	\$241,727.83	\$745,439.23
38	9/30/2061	0.00	\$8,709.16	\$245,072.60	\$500,366.63
39	9/30/2062	<u>0.00</u>	\$5,318.09	\$248,463.67	\$251,902.96
40	9/30/2063		\$1,880.12	\$251,902.96	\$0.00

Notes to Labor Costs

Page Line

L-2	AD 236	Total Budgeted Labor costs as presented:	\$6,048,200
		The above amount includes labor costs for all positions expected to be utilized in fiscal year.	
		A Cost of Living Allowance has been included in the accompanying Budget totaling:	\$0
		A 4% Merit increase has been included in the accompanying Budget totaling:	\$173,438
		A 1.5% Bonus has been included in the accompanying Budget totaling:	\$74,834
		The Health Care Cost for employee to OUA has been included in the accompanying Budget totaling:	\$1,053,000
		Increase in Labor Cost for Employees by \$0.00/hr.	\$0
		Total change in Budgeted Labor cost vs. previous year's budget.	491,655
		Pension Contribution for the year total:	\$324,648



	A	B	C	D	E	F	G	H	I
1	<b>Okeechobee Utility Authority</b>			<b>FY25 Budget</b>					
2	<b>Projected General In-Fill Revenue</b>							06/11/2024	
3	<b>Approved Rates from Resolution 24-03, Effective October 1, 2024</b>								
4									
5		<b>WATER</b>				<b>WASTEWATER</b>			
6									
7		<b>Capital Connection Charge Revenue</b>							
8		<b>Projected Connections Added In</b>	<b>Revenue</b>	<b>Total CC</b>		<b>Projected Connections Added In</b>	<b>Revenue</b>	<b>Total CC</b>	
9		<b>FY25</b>	<b>Per CC</b>	<b>Revenue</b>		<b>FY25</b>	<b>Per CC</b>	<b>Revenue</b>	
10		<b>25</b>	<b>\$1,804.00</b>	<b>\$45,100.00</b>		<b>62</b>	<b>\$3,504.00</b>	<b>\$217,248.00</b>	
11									
12		<b>Install Fee Revenue</b>							
13			<b>Revenue Per</b>	<b>Total Install</b>			<b>Revenue Per</b>	<b>Total Install</b>	
14			<b>Residential Mtr</b>	<b>Fee Revenue</b>			<b>Connection</b>	<b>Fee Revenue</b>	
15		<b>25</b>	<b>\$1,112.00</b>	<b>\$27,800.00</b>		<b>62</b>	<b>\$2,320.00</b>	<b>\$143,840.00</b>	
16									
17									
18			<b>AGRC Per 1 ERC</b>	<b>Total AGRC</b>			<b>AGRC Per 1 ERC</b>	<b>Total AGRC</b>	
19			<b>Connection</b>	<b>Revenue</b>			<b>Connection</b>	<b>Revenue</b>	
20	Oct-24	2	0.00	0.00		5	0.00	0.00	
21	Nov-24	2	0.00	0.00		5	0.00	0.00	
22	Dec-24	2	0.00	0.00		5	0.00	0.00	
23	Jan-24	2	0.00	0.00		5	0.00	0.00	
24	Feb-25	2	0.00	0.00		5	0.00	0.00	
25	Mar-25	2	0.00	0.00		5	0.00	0.00	
26	Apr-25	2	0.00	0.00		5	0.00	0.00	
27	May-25	2	0.00	0.00		5	0.00	0.00	
28	Jun-25	2	0.00	0.00		5	0.00	0.00	
29	Jul-25	2	0.00	0.00		5	0.00	0.00	
30	Aug-25	2	0.00	0.00		5	0.00	0.00	
31	Sep-25	3	0.00	0.00		7	0.00	0.00	
32									
33	Totals	<b>25</b>		<b>\$0.00</b>		<b>62</b>		<b>\$0.00</b>	
34									
35			<u>Statistical Data:</u>						
36						<u>Water</u>	<u>Wastewater</u>		
37			Projected Number of active connections						
38			Beginning of previous Fiscal Year			9794	4573		
39			Beginning of Fiscal Year			9857	4612		
40			Projected In-fill Growth rate			0.254%	1.344%		
41			Average cost per new connection			\$2,916	\$5,824		
42									
43	<b>50% discount is assumed for capital connection and infill charge for FY25</b>								



	L	M	N	O	P	Q	R	S	T
1									
2									
3									
4									
5									
6									
7			25				62		
8									
9	<b>WHAT IF SCENARIOS</b>								
10		<b>Install Fee +</b>				<b>Install Fee +</b>			
11		<b>W CCC</b>	<b>Infill</b>	<b>Revenue</b>		<b>WW CCC</b>	<b>Infill</b>	<b>Revenue</b>	
12	<b>Credit</b>		<b>at 25 ERC's</b>	<b>Impact</b>		<b>at 62 ERC's</b>	<b>Impact</b>	<b>Combined</b>	
13	<b>None</b>	\$ 2,916	\$ 72,900	na		\$ 5,824	\$ 361,088	na	\$ 433,988
14									
15									
16									
17	<b>25%</b>	\$ 2,187	\$ 54,675	\$ (18,225)		\$ 4,368	\$ 270,816	\$ (90,272)	\$ 325,491
18									
19	<b>50%</b>	\$ 1,458	\$ 36,450	\$ (36,450)		\$ 2,912	\$ 180,544	\$ (180,544)	\$ 216,994
20									
21	<b>75%</b>	\$729.00	\$ 18,225	\$ (54,675)		\$1,456.00	\$ 90,272	\$ (270,816)	\$ 108,497
22									
23									
24								<b>Net</b>	<b>\$ 325,491</b>
25									
26									
27									
28									
29									
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A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X				
2	Okeechobee Utility Authority - FY25 Budget										Gen	Debt	Emergency	Operating	RR&I Min	CCC	CCC	WWTP	Fire	Future	Rate					
3	Projected Fund Balances										Oper	Service	PTO	Rsrv Fd	Rsrv Fd	5% of Prev	CCC	CCC	10/20Plan	Hydrant	Future	Rate				
4											Acct	Acct.	Acct	(30 days)	(60 days)	Yr Op Rev	Water	Sewer	Direct	Fund	Funding	Stabilization	Total			
5	Projected Fund Balances at Oct 1, 2024 before FY25 budget assumptions										1,433,833	190,508	100,462	689,055	1,373,756	599,378	400,378	335,249	498,258	442,340	1,000,000	1,339,359	8,402,575			
6	Projected effect on fund balances from FY24 Operations:																									
7	Net General Utility Operating Revenue															0	0							0		
8	Debt Servicing coverage																								2,555,603	
9	Trust Debt Service Payments (required)																								(1,872,741)	
11	Fire Hydrant Fund Fees																								100,183	
12	Water CCC from Infill																45,100								45,100	
13	WasteWater CCC from Infill																								217,248	
14	SRF Debt Service Payments (required)																								(682,862)	
15	Restricted Interest Income (from worksheet B4)																									348,766
16	Rate Revenue from FY10 & FY11 Rate Increases																								0	
19	External funding from Grants and Loans																									0
20	Treasure Island Waste Water Project - Construction																									30,000,000
21	Treasure Island Waste Water Project - Engineering																									1,780,385
22	Pine Ridge Park Wastewater																								4,371,951	
23	Pine Ridge Park Water																								877,866	
24	Eckler Project Mngmt & Construct																								404,145	
25	SW Service Area- Project1 Engin. & CEI																								1,116,341	
26	SW Service Area- Project2 Engin. & CEI																								1,407,280	
27	SW Service Area- Project3 Engin. & CEI																							836,079		
28	SW Service Area - Project 1 MFM - Construction																								1,887,851	
29	SW Service Area - Project 1 MPS - Construction																								1,982,059	
30	SW Service Area - Project 1 SE2 Intercon. - Const.																								1,334,052	
31	SW Service Area - Project 2 Oak Park- Const.																								373,867	
32	SW Service Area - Project 2 Vacuum collect. - Const.																								12,165,517	
33	SW Service Area - Project 3 Okee Tantie Construction																								9,197,574	
34	SW 5th Ave - Septic to Sewer																								6,355,885	
36	OSTDS - Connection of Home to Sewer - Grant																								2,500,000	
37	TMDL - Connection of Home to Sewer - Grant																								1,312,000	
38	Lakefront Developer Contrib. - Watermain Expansion																								2,640,271	
39	Lakefront Developer Contrib. - Engineering Fee																								359,729	
40	Engineering Service TCI Sceptic to Sewer Project - OSTDS																								32,700	
41	Net Source of Funds from Operations after debt service, excluding restricted funds																								417,312	
42	Transfer of Funds to cover overdraft																								0	
44	Fund Balances Before Capital Expenditures																								0	
45				Project Budget	Original Grant	Spent @ 09.30.24	Remaining Balance			Gen	Debt Servicing	PTO	Emerg. Resv.	Operating Resv.	RR&I Min	CCC Water	CCC Sewer	WWTP	Fire Hydrant	Future CIP	Rate Stabilization	Project Alloc.				
46				30,000,000	24,520,580	0	30,000,000			0													0			
47				3,180,385	1,000,000	1,400,000	1,780,385			(1,780,385)													(1,780,385)			
48	243			4,371,951	4,250,000	4,371,951	-			0													0			
49				877,866		877,866	-			0													-			
50				404,145	276,600	404,145	-			0													-			
51				1,116,341	1,116,341	1,116,341	-			0													-			
52				1,407,280	1,407,280	1,055,460	351,820			(351,820)													(351,820)			
53				836,079	836,079	353,467	482,612			(241,306)													(241,306)			
54				1,887,851	1,887,851	1,887,851	-			0													-			
55				1,982,059	1,982,059	1,982,059	-			0													-			
56				1,334,052	1,334,052	400,216	933,836			(560,302)													(560,302)			
57				373,867	373,867	186,934	186,934			(186,934)													(186,934)			
58				12,165,517	15,005,897	9,124,138	3,041,379			(3,041,379)													(3,041,379)			
59				9,197,574	9,197,574	0	9,197,574			(2,759,272)													(2,759,272)			
60				6,355,885	2,500,000	378,574	5,977,311			(1,793,193)													(1,793,193)			
61				1,312,000			1,312,000			(1,312,000)													(1,312,000)			
62				2,500,000	2,500,000	0	2,500,000			(1,250,000)													(1,250,000)			
63				2,640,271	0	0	2,640,271																(650,000)			
64				359,729			359,729			(359,729)													(359,729)			
65				210,203		0	210,203			(210,203)													(210,203)			
66				75,000			75,000									(75,000)							(75,000)			
67				350,000			350,000			(350,000)													(350,000)			
68				150,000			150,000			(150,000)													(150,000)			
69				150,000			150,000																(150,000)			
75				25,000			25,000																(150,000)			
76																	(25,000)						(25,000)			
77				100,000			100,000																(100,000)			
78				100,000			100,000																(100,000)			
79				72,000			72,000																(72,000)			
80				25,000			25,000																(25,000)			
82				32,000			32,000																(32,000)			
83				100,000			100,000																(100,000)			
84				25,000			25,000																(25,000)			
85	Departmental Capital Requests: (Detail on D-1)																							0		
86				500,000			500,000																(500,000)			
87				208,950			208,950			(141,000)													(67,950)			
88				161,676			161,676																(161,676)			
89				532,800			532,800			(64,000)													(532,800)			
90				0			0																0			
92				TOTAL	85,120,481	68,188,180	61,581,480			(14,551,523)	0	0	0	0	0	(261,676)	(354,000)	(367,800)	0	(918,950)	(650,000)		(17,103,949)			
93	Projected Fund Balances at September 30, 2025										968,514	190,508	100,462	707,933	1,411,510	618,255	183,802	198,497	135,034	542,523	81,050	693,805	5,831,894			

**Okeechobee Utility Authority  
Budget Summary**

**Fiscal Year October 1, 2024 to September 30, 2025**

**REVENUES**

WATER UTILITY REVENUE	\$	8,476,672
WASTEWATER UTILITY REVENUE		5,184,594
OTHER GENERAL REVENUE		684,062
RATE STABILIZATION FUNDS		0
CAPITAL CONNECTION REVENUE		262,348
CAPITAL ASSET/CAPITAL IMPROVEMENT PROJECTS-INTERNAL FUNDING		3,617,155
CAPITAL IMPROVEMENT PROJECTS-GRANT/LOAN FUNDING		13,821,970
<b>TOTAL REVENUES</b>	<b>\$</b>	<b><u>32,046,802</u></b>

**EXPENSES (Not Including Depreciation or Amortization)**

OPERATING EXPENSES-WATER DEPT	\$	2,307,770
OPERATING EXPENSES-MAINTENANCE DEPT		3,176,766
OPERATING EXPENSES-WASTEWATER DEPT		1,622,148
OPERATING EXPENSES-ADMINISTRATIVE DEPT		3,225,461
OPERATING EXPENSES-METER READER DEPT		391,320
CONTINGENCY		200,000
DEBT SERVICE-INTEREST PAYMENTS		343,405
DEBT SERVICE-PRINCIPAL PAYMENTS		2,212,198
TRANSFERS & RESTRICTIONS		4,745,764
GRANT & LOAN FUNDED CIP EXPENDITURES		13,821,970
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b><u>32,046,802</u></b>

<b>BUDGETED SURPLUS OR (DEFICIT)</b>	<b>\$</b>	<b><u>-</u></b>
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**RESOLUTION 24-03**

**A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2025; PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the OUA Board, in duly advertised public hearings held September 17, 2024, reviewed, discussed and received comments from staff and the public on the appropriations and estimated revenues for the budget for Fiscal Year 2025, and

**WHEREAS**, the budget for the Fiscal Year 2025 makes adequate provision for the fees, rates and charges for services provided by the Authority to be sufficient to make all the payments required by the terms of the bonds issued pursuant to Resolution No. 99-3 dated March 9, 1999, and to continue to provide for the operation and maintenance of the OUA System.

**NOW, THEREFORE, BE IT RESOLVED BY THE OKEECHOBEE UTILITY AUTHORITY AS FOLLOWS:**

1. The attached budget for the Okeechobee Utility Authority for the FY25 (October 1, 2024 to September 30, 2025) is hereby adopted.
2. A copy of the budget for the FY25 shall be filed with the Authority’s Clerk and Executive Director and available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.
3. This Resolution shall take effect on October 1, 2024, upon its adoption.

The passage and adoption of this Resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted the 17<sup>th</sup> day of September 2024.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: \_\_\_\_\_  
Steve Nelson, Chairman

Attest:

\_\_\_\_\_  
John F. Hayford  
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution the 17<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Tom W. Conely, III, Attorney

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 5

SEPTEMBER 17, 2024

**PUBLIC HEARING**

**RESOLUTION 24-02**

**OPERATIONS OF THE OKEECHOBEE UTILITY AUTHORITY**

Please find Resolution 24-02 attached. All purposed changes have been marked accordingly.

- Open Public Hearing: concerning the operations of the Okeechobee Utility Authority
- Presentation by OUA Staff and the reading by title of Resolution 24-02

Presentation

Following the Board’s recent decision to sunset the annual resolution approving a discount on the Rate Schedule for capital connection and meter installation charges, staff now provide a proposed adjustment to the Authority’s General Policy and Procedure (Resolution 24-02), adjusting the previously approved Payment Plan documented on page 18 of the attached copy. See highlights in red of the attach document.

Currently, the payment plans for new service, provides two options to customers:

Payment Plans for New Service

Term of Payment	5 Yrs.	10 Yrs.
Interest Rate Charged	1%	1.5%

- Minimum down-payment needed 25% (Applicable to all plans)
- Minimum monthly payment added to monthly utility bill - \$40.
- All balance will be due on sale, transfer of property or failure to make timely payment of current billing and payment agreement.

Below are various options, presented for the board’s consideration:

- \$25 minimum monthly payment at deposit of 25%, 15% and 10%.
- \$40 minimum monthly payment at deposit of 25%, 15% and 10%.
- \$60 minimum monthly payment at deposit of 25%, 15% and 10%.

Main assumption in preparing the following options:

- Utilization of a single interest rate of 1% for simplicity.
- Each option carry’s a fixed monthly payment until recovery of principal and interest amount.

**25% Down & \$40.00 Minimum**

**15% Down & \$40.00 Minimum**

**10% Down & \$40.00 Minimum**

	Water	Wastewater	W & WW	Water	Wastewater	W & WW	Water	Wastewater	W & WW
Total	\$3,256.00	\$6,257.00	\$9,513.00	\$3,256.00	\$6,257.00	\$9,513.00	\$3,256.00	\$6,257.00	\$9,513.00
% Down	25.0%	25.0%	25.0%	15.0%	15.0%	15.0%	10.0%	10.0%	10.0%
Down Payment	\$814.00	\$1,564.25	\$2,378.25	\$488.40	\$938.55	\$1,426.95	\$325.60	\$625.70	\$951.30
Loan Amount	\$2,442.00	\$4,692.75	\$7,134.75	\$2,767.60	\$5,318.45	\$8,086.05	\$2,930.40	\$5,631.30	\$8,561.70
Interest	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Minimum Monthly Payment	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Monthly Payment <sup>(1)</sup>	\$40.18	\$40.34	\$40.00	\$40.27	\$40.16	\$40.11	\$40.01	\$40.26	\$40.10
# Months   # Years <sup>(1)</sup>	62   5.2	122   10.2	193   16.1	71   5.9	140   11.7	221   18.4	76   6.3	149   12.4	235   19.6
Total Paid <sup>(1)</sup>	\$2,507.06	\$4,938.10	\$7,727.47	\$2,851.20	\$5,637.86	\$8,856.14	\$3,024.90	\$5,990.00	\$9,431.69
Total Interest Paid <sup>(1)</sup>	\$65.06	\$245.35	\$592.72	\$83.60	\$319.41	\$770.09	\$94.50	\$358.70	\$869.99

<sup>(1)</sup> Approximate value

**25% Down & \$25.00 Minimum**

**15% Down & \$25.00 Minimum**

**10% Down & \$25.00 Minimum**

	Water	Wastewater	W & WW	Water	Wastewater	W & WW	Water	Wastewater	W & WW
Total	\$3,256.00	\$6,257.00	\$9,513.00	\$3,256.00	\$6,257.00	\$9,513.00	\$3,256.00	\$6,257.00	\$9,513.00
% Down	25.0%	25.0%	25.0%	15.0%	15.0%	15.0%	10.0%	10.0%	10.0%
Down Payment	\$814.00	\$1,564.25	\$2,378.25	\$488.40	\$938.55	\$1,426.95	\$325.60	\$625.70	\$951.30
Loan Amount	\$2,442.00	\$4,692.75	\$7,134.75	\$2,767.60	\$5,318.45	\$8,086.05	\$2,930.40	\$5,631.30	\$8,561.70
Interest	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Minimum Monthly Payment	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Monthly Payment <sup>(1)</sup>	\$25.27	\$25.02	\$25.06	\$25.21	\$25.03	\$25.01	\$25.19	\$25.00	\$25.01
# Months   # Years <sup>(1)</sup>	101   8.4	204   17.0	325   27.1	115   9.6	234   19.5	377   31.4	122   10.2	250   20.8	403   33.6
Total Paid <sup>(1)</sup>	\$2,547.02	\$5,104.88	\$8,148.07	\$2,903.72	\$5,856.05	\$9,425.23	\$3,084.37	\$6,239.58	\$10,084.00
Total Interest Paid <sup>(1)</sup>	\$105.02	\$412.13	\$1,013.32	\$136.12	\$537.60	\$1,339.18	\$153.97	\$608.28	\$1,522.30

<sup>(1)</sup> Approximate value

**25% Down & \$60.00 Minimum**

**15% Down & \$60.00 Minimum**

**10% Down & \$60.00 Minimum**

	Water	Wastewater	W & WW	Water	Wastewater	W & WW	Water	Wastewater	W & WW
Total	\$3,256.00	\$6,257.00	\$9,513.00	\$3,256.00	\$6,257.00	\$9,513.00	\$3,256.00	\$6,257.00	\$9,513.00
% Down	25.0%	25.0%	25.0%	15.0%	15.0%	15.0%	10.0%	10.0%	10.0%
Down Payment	\$814.00	\$1,564.25	\$2,378.25	\$488.40	\$938.55	\$1,426.95	\$325.60	\$625.70	\$951.30
Loan Amount	\$2,442.00	\$4,692.75	\$7,134.75	\$2,767.60	\$5,318.45	\$8,086.05	\$2,930.40	\$5,631.30	\$8,561.70
Interest	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Minimum Monthly Payment	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Monthly Payment <sup>(1)</sup>	\$60.90	\$60.37	\$60.22	\$60.32	\$60.58	\$60.08	\$60.82	\$60.34	\$60.29
# Months   # Years <sup>(1)</sup>	43   3.6	80   6.7	125   10.4	47   3.9	91   7.6	143   11.9	49   4.1	97   8.1	151   12.6
Total Paid <sup>(1)</sup>	\$2,484.77	\$4,853.67	\$7,515.16	\$2,823.07	\$5,525.33	\$8,580.07	\$2,992.10	\$5,864.79	\$9,115.97
Total Interest Paid <sup>(1)</sup>	\$42.77	\$160.92	\$380.41	\$55.47	\$206.88	\$494.02	\$61.70	\$233.49	\$554.27

<sup>(1)</sup> Approximate value

Should the Board favorably consider one of the above payment options as the preferred means of recovering applicable charges, staff recommends that the method selected only apply to new construction/connection and all other payment plans such as high bill reading and meter reinstalls be evaluated by staff on a case by case basis.

After discussion, staff recommends that two motions be moved:

(1) Immediate acceptance of a payment plan utilizing:

-----% interest

-----% down payment

----- Minimum monthly payment.

The selected plan is to be utilized for fees associated with new construction/connection.

(2) If #1 is approved, can the selected plan be retroactively applied to all/any agreement initiated on or after September 1, 2024.

Staff recommends the selection of – 10% down & \$40 minimum payment.

- Comments from the Public
- Comments from the OUA Board
- Close the Public Hearing
- Motion to approve Payment Plan
- Motion to approve retroactive date for payment plans initiated on or after September 1, 2024
- Motion to approve Resolution 24-02



**RESOLUTION NO. 24-02  
OKEECHOBEE UTILITY AUTHORITY  
GENERAL POLICY and PROCEDURES**

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY AMENDING OUA RESOLUTION 11-05, ESTABLISHING UTILITY SERVICE RULES AND REGULATIONS; SETTING FORTH CERTAIN FINDINGS; ESTABLISHING INTENT; PROVIDING FOR DEFINITIONS; AUTHORIZING CERTAIN ACTIONS BY THE EXECUTIVE DIRECTOR; PROVIDING FOR RESPONSIBILITY FOR PAYMENT OF UTILITY BILLS; ESTABLISHING BILLING PROCEDURES; ESTABLISHING LATE PENALTY AND DELINQUENCY INTEREST; PROVIDING FOR THE DISCONTINUANCE OF UTILITY SERVICES FOR DELINQUENCY IN PAYMENTS AND ENFORCEMENT OF LIENS THEREFOR; PROVIDING FOR APPLICATIONS FOR UTILITY SERVICES; PROVIDING FOR PENALTIES FOR FALSIFYING INFORMATION; PROVIDING FOR INCORPORATION OF RULES INTO UTILITY AGREEMENT; ESTABLISHING CHARGES FOR RETURNED PAYMENTS; PROVIDING FOR UTILITY DEPOSITS AS PREREQUISITE TO SERVICE; REQUIRING CONNECTION; PROVIDING FOR CHANGE OF LOCATION OF SERVICE; PROVIDING FOR EXCLUSIVE USE OF AUTHORITY'S UTILITY SERVICES; PROVIDING FOR DISCLAIMER OF OUA LIABILITY; GRANTING ACCESS, EASEMENTS, PERMITS, AND PRIVILEGES; PROVIDING PENALTIES FOR DAMAGING OR TAMPERING WITH OUA PROPERTY; DETERMINING EQUIVALENT RESIDENTIAL CONNECTION FOR WATER AND WASTEWATER SERVICE; PROVIDING FOR THE ESTABLISHMENT OF WATER AND WASTEWATER RATES BY RESOLUTION; PROVIDING FOR A MONTHLY BASE FACILITY CHARGE; PROHIBITING FREE SERVICE; PROVIDING FOR NO ALLOWANCE FOR WAIVER OF MONTHLY BASE CHARGE; PROVIDING FOR SEPARATE CONNECTIONS AND EXCEPTIONS FOR MASTER METERS; REQUIRING BACKFLOW PREVENTION DEVICES AND PROHIBITING CROSS CONNECTIONS; PROVIDING FOR DISCONTINUING UTILITY SERVICE FOR VIOLATIONS; PROVIDING FOR EXTENSIONS OF OUA UTILITY SYSTEM; PROVIDING FOR CONNECTIONS TO FIRE HYDRANT FOR PURPOSES OTHER THAN FIGHTING FIRES; PROVIDING FOR SOLE PROPRIETOR FIRE PROTECTION SYSTEMS; PROVIDING FOR INSTALLATION OF NEW FIRE HYDRANTS; PROVIDING PROCEDURES FOR TESTING METERS; PROVIDING WATER SHORTAGE POLICIES; PROVIDING FOR ESTABLISHING CAPITAL CONNECTION CHARGES; PROVIDING FOR ALLOCATION OF WATER AND WASTEWATER SERVICE CAPACITY; REQUIRING THE USE OF PUBLIC SEWERS WHERE AVAILABLE; PROVIDING RULES CONCERNING PRIVATE SEWAGE DISPOSAL; PROVIDING REGULATIONS CONCERNING BUILDING SEWERS AND CONNECTIONS; REGULATING DISCHARGES INTO PUBLIC SEWERS; PROHIBITING DAMAGE TO PUBLIC SEWERS; ESTABLISHING POWERS AND AUTHORITY OF UTILITY INSPECTORS; PROVIDING FINANCIAL FUND POLICIES FOR: A WATER SYSTEM RENEWAL, REPLACEMENT AND IMPROVEMENT FUND, AN OPERATING RESERVE FUND, AN EMERGENCY RESERVE FUND, A HYDRANT FUND, A RATE STABILIZATION FUND, DEBT SERVICE RESERVE FUND, GUARANTEED REVENUE CHARGE (GRC), PROVIDING PROCEDURES FOR CUSTOMERS WITHOUT WATER METER SERVICE; PROHIBITING UNAUTHORIZED USE OF THE OUA SYSTEM; PROVIDING FOR WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS; PROVIDING FOR ALLOWABLE BILLING ADJUSTMENTS; PROVIDING FOR A POLICIES AND PROCEDURES MANUAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**OKEECHOBEE UTILITY AUTHORITY  
RESOLUTION 24-02**

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WHEREAS, the Okeechobee Utility Authority deems it necessary to establish rules and regulations so that water and wastewater service may be made available and extended to new customers on a fair and equitable basis throughout the Authority's service area;

WHEREAS, the construction of water and wastewater system improvements and extensions thereto are essential utility services; and

WHEREAS, the Okeechobee Utility Authority has full and exclusive authority over the management, operation, and control of all public water and wastewater utilities throughout the Authority's service area, and has been granted the authority to prescribe rules and regulations governing all public water and wastewater utilities throughout the Authority's service area, and to make such changes to said rules and regulations as it deems necessary from time to time; and

WHEREAS, the Okeechobee Utility Authority has provided all necessary public notice and hearings required to adopt this Resolution.

NOW, THEREFORE, be it resolved by the Okeechobee Utility Authority Board as follows:

**SECTION 1. INTENT OF OKEECHOBEE UTILITY AUTHORITY**

The Okeechobee Utility Authority (OUA) declares its intention to provide water and wastewater service to the incorporated and the unincorporated areas of Okeechobee County, plus certain designated areas within Glades County, on a uniform and nondiscriminatory basis dependent on service capacity and cost effectiveness. It is a basic policy of the OUA to operate and maintain its water and wastewater facilities in a professional and cost-effective manner.

The OUA will develop short and long-term plans addressing capital projects and equipment needs to be considered in annual budgets. A long-term Master Plan will be developed and updated, as deemed necessary during periods of significant development.

The OUA hereby intends to set forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the OUA and surroundings and enables the area covered to comply with all applicable state and federal

laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 Code of Federal Regulations, Part 403). Further, it is the intent of OUA:

(a) To prevent the introduction of Pollutants into the area wide wastewater system which will interfere with the operation of the system or contaminate the resulting sludge,

(b) To prevent the introduction of Pollutants into the area wide wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system,

(c) To improve the opportunity to recycle and reclaim wastewater and sludge from the system and

(d) To provide for equitable distribution of the cost of the area wide wastewater system.

## **SECTION 2. DEFINITIONS**

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted so as to be consistent with the Interlocal Agreement establishing OUA, the Master Transfer Agreement, and the OUA Rate Resolution then in effect, and to give the rules and regulations set forth herein the most reasonable application, consistent with applicable state and federal law. Further, unless the context specifically indicates otherwise, the meaning of terms used in this Resolution shall be as follows:

**Applicant** shall mean the owner of real property or the person or legal entity who has the legal right to utilize real property by means of any form of ownership, which real property the Applicant desires to be served by water service and/or wastewater service. The terms “Applicant”, “Developer”, and “Owner” may be used interchangeably herein.

**Application** shall mean a written request from an Applicant requesting that, pursuant to a Utility Agreement, specific water service and/or wastewater service be provided to and for certain real property.

**BOD** (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade, expressed in milligrams per liter.

**Building Drains** shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other sanitary drainage pipes inside

the walls of the building and conveys it to the building sewer beginning ten (10) feet outside the building wall.

**Building Sewer** shall mean the extension from the building drain to the public sewer or other place of disposal.

**Business Day** is Monday through Thursday, excluding OUA Holidays.

**Backflow Prevention Device** shall mean a device installed in the potable water line to prevent Cross Connections or pollution to the OUA's water system.

**C.O.D.** or "chemical oxygen demand" shall mean the quantity of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedure.

**Consolidated Bill** shall mean the monthly billing sent to customers of the OUA for services and charges.

**Cross Connection** shall mean any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage, reservoir, plumbing fixture or any other device, facility or system which contains or may contain contaminated water, sewage, waste material or other material or substance of unknown or potentially unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow.

**Customer** shall mean any person at least 18 years old, firm or corporation who has entered into a Utility Agreement to receive water and/or wastewater from the OUA and who is liable for the payment of that water and/or wastewater service.

**Delinquent Account** an account whose meter has been shut off for non-payment.

**Deposit** shall mean funds paid to secure water and/or wastewater service with the OUA's utility system which shall constitute a guarantee to the OUA that all sums of money due by virtue of the furnishing of any and all OUA services to the Person making such deposit are fully paid.

**Dwelling Unit** shall mean a house, apartment, mobile home, recreational vehicle (RV), group of rooms or a single room occupied or intended for occupancy as separate living quarters.

**Easement** shall mean an acquired legal right for a specific use of land owned by others.



**Equivalent Residential Connection (ERC)** or Equivalent Residential Unit (ERU) is a means to convert the anticipated average daily flow (ADF) of various connections (residential, non-residential or master meter) to a common factor. This factor is applied to both water and wastewater demands. As defined herein, an ERC is equal to 250 gallons per day (gpd).

**Executive Director** shall mean the Executive Director appointed by the OUA Board, or authorized representative, or the Interim Administrator, if no Executive Director has yet been appointed by the OUA Board.

**Fire Hydrant** shall mean a hydrant that is connected to OUA's water system furnishing water for fire protection to properties near the location of the Fire Hydrant.

**Force Main** shall mean the pipe connected to the lift station to transfer the wastewater pumped from the lift station toward the wastewater treatment plant.

**Garbage** shall mean every waste accumulation of animal or vegetable matter which attends the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding ground or feeding material for flies, insects or animals.

**High Bill** shall mean a monthly utility bill where the total amount due is at least ~~three (3)~~ **two (2)** times higher than the average of the previous twelve-monthly utility bills.

**Industrial Wastes** shall mean the liquid wastes resulting from the process employed in industrial, trade or business establishments.

**Lift Station** shall mean a device that pumps the wastewater collected in the system toward the wastewater treatment plant.

**MTAR – "Meter Treated as Removed"** is a classification applied to a delinquent. The account has been finalized and there is not a service agreement in effect. The meter is off and padlocked or completely removed from the meter box.

**Mains** shall mean a pipe, conduit or other facility installed to convey water service to individual service lines or to other Mains, or in the case of sewer lines, to convey wastewater service from individual service lines to other Mains.

**Master Meter** shall mean a single meter serving multiple residential or non-residential units. This term includes, but is not limited to, a meter serving condominiums,

apartments, mobile home parks, hotels, motels, travel trailer parks, R/V parks, shopping centers, and office buildings. Master meter accounts can be for water and/or wastewater service provided by the OUA.

**Multiple Dwellings** shall mean structures occupied or intended for use as living quarters, containing more than one Dwelling Unit, not to include hotels, motels, or similar living quarters which do not contain Dwelling Units as defined herein.

**Natural Outlet** shall mean any outlet to a watercourse, pond, ditch, lake or other body of surface water or groundwater.

**Non-Residential Connection** shall mean a water and/or wastewater utility connection to a structure utilized for other than residential use, such as commercial/retail business which includes, but is not necessarily limited to, retail and wholesale sales operations, office buildings, shopping centers, warehouses, vending operations, laundries, restaurants, hospitals, schools, and churches.

**Operating Expenses** shall mean the cash expenses of operation, maintenance and ordinary repairs of the System, administrative expenses and such other reasonable expenses relating to the system, excluding noncash depreciation and amortization, in accordance with generally accepted accounting principles.

**Pads** shall mean spaces, hook-ups or facilities intended for use or used as locations for individual mobile homes, travel trailers or R/Vs, which are occupied or intended for use as living quarters.

**Person** shall mean any individual, firm, company, association, society, group or corporation or the directors of a dissolved corporation.

**pH** shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

**Point of Delivery** shall mean the designated point at which the customer's property is connected to the OUA's water facilities or wastewater facilities.

**Pollutant** shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, and industrial, municipal, and agricultural waste discharged into water.

**Private Sewage Disposal System** shall mean a watertight receptacle which receives the discharge of a drainage system or part thereof, and is designed and constructed so as to separate solids from the liquid, digest organic matter through a period of detention, and allows the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping, or disposal pit.

**Public Sewer** shall mean a common sewer directly controlled by a public authority.

**Rates** or “Rates” shall mean the OUA’s applicable schedule of rates, fees and charges for water and wastewater services, including, by way of illustration and not limitation, Capital Connection Charges, Meter Installation Fees, and any and all other fees or charges which may be in effect from time to time as adopted by Resolution by the OUA Board.

**Residential Connection** shall be single unit or dwelling which provides complete and independent living facilities such as cooking, bathing and resting facilities in a typical household environment. The unit or dwelling shall be on real property connected to the OUA water and/or wastewater system

**Sanitary Sewage** shall mean any combination of water carried wastes from residences, business buildings, institutions and industrial establishments containing animal or vegetable matter or chemicals in suspension or solution, together with such ground water, surface and storm waters as may be unintentionally present.

**Sanitary Sewer** shall mean a sewer which carries Sewage and to which storm water, surface water, and groundwater are not intentionally admitted.

**Service Lines** shall mean the pipes of the OUA which are connected from the Mains to the “Point of Delivery.”

**Sewage**, also termed “Wastewater” shall mean a combination of any type of the wastes from residences, businesses, institutional or industrial establishments, but shall not mean or include hazardous or toxic wastes.

**Sewer** shall mean a pipe or conduit for carrying Sewage.

**Sole Proprietor Fire Protection System** shall mean a water service that furnishes water to a fire sprinkler system, hose cabinet, stand pipe or other device used exclusively for fire protection.

**Suspended Solids** shall mean solids that either float on the surface of, or are in suspension in, water, Sewage or other liquids and which are removable by laboratory filtering.

**Still Off and Locked:** For a delinquent account, 7 to 14 calendar days after the shut-off date a “Still Off & Locked” list is generated for accounts which have not yet paid to restore services. Once identified, one of the following actions take place:

**Tenant:** The account is finalized and the owner’s account is re-activated for base-billing. A letter is sent to the owner advising that the tenant’s account has been closed.

**Owner:** The owner is sent a 10-day letter of termination to make. If payment is not received within the allotted time, the account is finalized, and the account is classified as MTAR.

~~For the MTAR accounts that have an unpaid balance of more than \$50.00, a formal letter is sent from the Finance Director requesting payment.~~ For the MTAR accounts that have an unpaid balance of more than \$100.00, a lien will be filed with the Okeechobee County Clerk of Court or Glades County Clerk of Court.

**Tampering** shall mean any unauthorized change to a water meter, box, flush line, main line, or any other property owned by OUA. It includes, but is not limited to removing, adjusting or repairing the water meter, turning the water meter on or off, cutting or removing any locking device, or any other action taken by non-OUA personnel without written permission from the OUA.

**Utility Service Agreement** shall mean the contract entered into between the OUA and the Customer concerning the provision of water and/or wastewater services.

**Utility Facilities** or “Facilities” or “Installation” shall mean, by way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and all appurtenances thereto, together with all real property, easements and rights-of-way necessary to provide water and/or , wastewater service to the property, whether located onsite or offsite.

**Wastewater Capital Connection Charge** shall mean the charge paid to the OUA by an Applicant for the purpose of helping to defray costs of capital wastewater expenditures.

**Water Capital Connection Charge** shall mean the charge paid to the OUA by an Applicant for the purpose of helping to defray costs of capital water expenditures.

**Water Shortage Plan** shall mean the plan adopted by the OUA to conserve available water resources during a declared water shortage and water shortage emergency.

**Write-off** is an accounting term referring to an action whereby the book value of an asset is reduced because it appears to be worthless and is declared to be zero. The debt is not forgiven and is still owed. A write-off supports the objective of accounting accuracy.

### **SECTION 3. AUTHORIZED ACTIONS BY EXECUTIVE DIRECTOR**

The OUA Board authorizes the Executive Director to perform the normal functions required to properly and prudently conduct routine business matters with governmental agencies, individuals and business entities, including but not limited to such transactions as purchase requests, vehicle and communications requests, execution of work orders in accordance with previously approved contracts and payments therefore, and individual water and wastewater applications. Such transactions shall be carried out in accordance with all resolutions or then existing policies of the OUA. The OUA Board reserves unto itself all nonstandard or non-routine functions in all matters related to policy decisions.

### **SECTION 4. RESPONSIBILITY FOR PAYMENT**

The owner, tenant or other person occupying the property served by the OUA, and to whom services are provided and billed, shall be responsible for the payment of the consolidated bill whether the services are used or not.

If the property is leased and occupied by one or more tenants, the OUA may not refuse services or discontinue water or wastewater services for non-payment of a consolidated bill by a former occupant of the rental unit. Further, any such unpaid consolidated bill incurred by a former occupant will not be the basis for any lien against the rental property or legal action against the present tenant or owner, unless the present tenant or owner has benefited directly from the service provided to the former occupant. This provision applies only if the former occupant of the rental unit contracted for such services with the OUA, or if the OUA provided services with knowledge of the former

occupant's name and the period the occupant was provided the services. (Florida Statutes, Chapters 125.485 & 180.135)

In the event of transfer of service(s) from one owner (previous), to another owner (new), any unpaid bill will become the responsibility of the new owner if not paid in accordance with established OUA payment guidelines. OUA will attempt to collect any monies owed from the previous owner by methods chosen by OUA; however, if the balance remains unpaid, the outstanding balance will be transferred to the account of the new owner and OUA payment obligations will apply to new property owner.

In the case of rental property, a new tenant account will not be opened until all unpaid owner balances are satisfied.

**SECTION 5. BILLING PROCEDURES**

The consolidated bill for service provided by the OUA shall be billed monthly and may contain charges for services provided by others, and the full amount thereof shall be due and payable upon receipt of the bill with a payment period ending a minimum of twenty-one (21) days after the billing date and shall be paid at the location noted on the bill or at such other place as the OUA may direct.

All payments will be posted on the business day payments are received by OUA.

- All **mail** will be posted on the same business day it is delivered to the OUA. All other mail delivered on a non-business day will be posted on the next business day.
- **Credit Card/E-Check** credit card payments received after 4:45 11:55 PM and ACH payments received after 4:30 PM, will be posted on the next business day.
- Payments placed in **drop-box** after 7:00 PM will be posted on the next business day.

Post-dated checks will not be accepted.

An example of the typical billing cycle is as follows:

- |                          |  |
|--------------------------|--|
| <b>Billing Date:</b>     | The actual day bill is printed and mailed or emailed.  |
| <b>Payment Period:</b>   | The number of days between billing date and payment due date (minimum of 21 calendar days after the billing date.) |
| <b>Payment Due Date:</b> | Last day to pay to avoid a late charge. (Minimum 21 calendar days from the billing date.)                          |

- Late Charge Date:** Day late charges are applied. (Minimum 22 calendar days from the billing date.)
- Warning Date:** Day warning door tags are hung and warning phone calls are made. (Minimum 22 calendar days from the billing date.)
- Shut-off Date:** Day water is turned off for non-payment of the consolidated monthly bill. (Minimum of 23 calendar days after the billing date.)

To avoid being shut-off all prior past-due balances must be paid and the total current bill must be \$50.00 or less.

**SECTION 6. LATE PENALTIES AND DELINQUENCY INTEREST**

Late Penalty:

If any consolidated bill is not paid by the due date posted on such bill, a late Penalty shall be assessed against such bill in an amount as set forth in the current Rate Resolution adopted by the OUA Board.

Delinquency Interest, Property Owners

In the event that a property owner's utility services are shut off for non-payment, the account is closed and a closing balance established, the account shall be assessed delinquency interest of 1.5% each month thereafter for up to an additional twelve (12) months. Such delinquency interest shall be assessed on the total closing balance established by OUA. After a total of twelve (12) months of consecutive interest charges, the account will no longer be assessed additional interest.

The deposit on file with OUA for any customer's account shall not be applied as payment for the unpaid consolidated monthly bill. Any deposit on file when an account is closed will be applied to the final bill and any deposit balance remaining will be remitted to the customer.

**SECTION 7. DISCONTINUING (SHUT OFF) SERVICE FOR DELINQUENCY, FORECLOSURE, ENFORCEMENT OF LIENS THEREFORE AND RESTORATION (TURN ON) OF SERVICE**

If any portion of a consolidated bill for services is not paid by the shut-off date as set forth in Section 5 billing procedures, all services provided by such billing may be shut off

until all amounts due the OUA are paid in full or an approved payment arrangement is established between the customer and the Executive Director or designee. In the event services are shut off, a turn-off fee will be charged to the account. A shut-off warning notice will be delivered to the service address as set forth in Section 5 billing procedures before service is shut off. The criteria for notification prior to shut-off shall be as set forth in Section 5 billing procedures.

In the event that any portion of the consolidated bill is not paid by owner as and when due, all amounts due the OUA shall be a lien on the property affected thereby, unless otherwise prohibited under Florida law. Such lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of county taxes. All amounts due the OUA together with reasonable attorney's fees and costs, may be recovered by the OUA in a civil action. Any such lien and accrued interest may be foreclosed or otherwise enforced by the OUA by action or suit in equity as for the foreclosure of a mortgage on real property under Florida law. (Florida Statutes, Chapters 153.67 & 180.135)

No civil action or foreclosure proceeding shall be commenced without prior authorization by the OUA Board.

In the event a customer should have more than one service address, the right of the OUA to shut off service for non-payment or other violation of this Resolution, or to collect past-due accounts, fees or charges allowed by this Resolution, or to impose a lien on real property, shall apply and may be enforced or applied to or against any account for real property in the name of that customer at any time.

If the service is shut off or the meter is removed, then the service can be restored when all amounts due the OUA are paid, as well as all guaranteed revenue charges from the date of shut off or removal from service. It shall be presumed that all capital connection charges were paid when service was initially established and there shall be no capital connection charges required to be paid. If the total of the GRC costs exceed the fees for a new service connection (including meter and CCC), the re-install pricing will be as if it is a new service connection according to current OUA Rate Schedule. The service required and associated fees will be for water and/or wastewater plus all applicable fees, fines or monies (including any unpaid balance) due the OUA. If a deposit or new service



agreement is required, these fees must be paid and all forms completed in advance of service being restored.

In the case previously mentioned, prior to restoration of service, the OUA will inspect the water and wastewater service connections for compliance with the current OUA Standards. The costs associated with this inspection will be billed at the prevailing inspection rate listed in the OUA Rate Schedule. If any corrections are required, such corrections will be billed at time and materials plus an administrative fee of fifteen percent (15%). Cost of required corrections will not exceed the costs of a new service of similar size as reflected in current OUA Rate Schedule.

There shall be additional service charges as set forth in the Rate Schedule for each of the following events: (a) service discontinued at the request of the customer or when the customer closes the account; (b) reconnecting service after such service has been disconnected at the customer's request or the set-up of a new account; (c) reconnecting service after such service has been discontinued for delinquency in payment of a bill or for failure to pay an increased deposit as required; and (d) any additional expenses incurred in providing notices of delinquent account.

In cases where a customer requests service to be discontinued due to vacant land, the OUA will turn the water off, read the meter and process a final billing. The deposit on file will be applied to the final bill and the remainder of the deposit, if any, will be sent to the customer as a refund. Should the amount of the deposit not be sufficient to cover the final bill, the OUA will make attempts to collect the final bill from the customer in a manner chosen by the OUA. If the final bill remains unpaid the balance will remain with the property as a past-due amount, in accordance with Florida Statutes 153.67, and the meter will then be classified in a "treated-as-removed" status.

**SECTION 8. APPLICATIONS FOR UTILITY SERVICES AND PAYMENT PLANS**

Applications for water and/or wastewater must be made to OUA on appropriate forms furnished for that purpose and same must be signed by the owner(s) of the property, together with a copy of deed or tax bill verifying ownership, and include payment of all applicable fees. Applicants shall produce a valid driver's license or other acceptable form of identification. Applicants that are not individuals (corporations, LLC, partnership



inaccurate any monitoring device or method required under this Resolution shall be subject to termination of service by the OUA.

**SECTION 10. INCORPORATION OF RULES INTO UTILITY AGREEMENT**

All applicable rules and regulations as set forth herein are hereby made a part of the Utility Agreement between the OUA and every Customer or Applicant for water and/or wastewater service from the OUA, and the Customer or Applicant shall be presumed to have knowledge of all rules and regulations, and shall be bound thereby.

**SECTION 11. CHARGE FOR RETURNED PAYMENTS**

For purposes of this section, checks, direct debits, credit/debit cards and EFTs will be referred to as “payment items” and the return of a check, direct debit, credit /debit cards and EFTs will be referred to as a “returned item”

It is the policy of the OUA to process all payment items on the same day they are received and deposit those payment items on the same or the next business/banking day.

In the event any payment item received in payment for OUA services, or for a required deposit for any OUA service, shall be returned by the bank or depository upon which said payment item was drawn for reasons including but not limited to, insufficient funds (NSF), closed account, post-dated check, no account found or stop payment, a service charge shall be imposed for the handling of such returned item and services will be discontinued immediately. Such charge shall be as set forth in the Rate Resolution adopted by the OUA Board, or as provided under Florida Statutes, whichever amount is greater. (Florida Statutes, Chapter 832.07) Furthermore, when a customer account has three (3) returned items, the OUA will require that future payments for the next twelve (12) months be paid in cash, money order or credit/debit.

**SECTION 12. UTILITY DEPOSITS PRE-REQUISITE TO SERVICE**

The OUA shall collect a deposit from all Customers (excluding Federal, State or Local Governmental Agencies) securing water and/or wastewater service. Required deposits may be reduced by one half if the customer elects to pay the monthly bill through the direct debit payment method. Minimum deposit amounts are set forth in the Rate

Schedule. For any deposit in excess of \$1,000.00, in lieu of cash, the Customer may submit a letter of credit in the amount of the required deposit issued by any bank having an office in Okeechobee County, Florida, in a form satisfactory to OUA counsel.

The deposit shall be and will constitute a guarantee to the OUA that all sums of money due by virtue of the furnishing of any and all OUA services to the Person making such deposit guarantee are fully paid.

Should any customer's account become past due three (3) or more times within the most recent twelve (12) month period or if customer is shut-off for non-payment, said user shall be required to increase their existing deposit within thirty (30) days to the extent necessary to bring the deposit up to the established minimum required deposit for the account, or the sum of three times the average bill, as deemed by the Office Manager. The average bill will be established by using the last twelve (12) month period for the account which is to include charges for water and/or wastewater, plus late charges and penalties, whichever is greater.

The deposit of any customer where the service is provided will be refunded after 24 **12** consecutive months of exceptional account history at the service location for which the deposit is made. Exceptional account history is determined and defined as follows:

1. No delinquencies on the account within the preceding 24 **12**-month billing cycles (bills are due when rendered and if not paid as set forth in Section 5 billing procedures and thereafter become delinquent); and
2. No payment items returned to the OUA from the customer's financial institution for insufficient funds or any other reason.

Once a deposit has been refunded, the customer shall be considered credit established. If said customer leaves the system in good standing and returns to establish service in their name within 12 months, their credit established status will be retained, (no new deposit will be required). If said customer returns to establish service after a period longer than 12 months, a new deposit will be required as if a new customer. If said customer's account should have a late charge applied three (3) or more times within the most recent twelve-month period after the deposit has been refunded, said customer shall be required to pay a deposit in accordance with the type of service provided and, in the amount, listed according to OUA's current Rate Schedule.

Any customer with an exceptional account history for a residential, a non-residential account may open one other residential, a non-residential or commercial account in their name or business name without placing a deposit for the new residential, non-residential or commercial account. If said customer's account should have a late charge applied three (3) or more times within the most recent twelve-month period, said customer shall be required to pay a utility service deposit as set forth in OUA's current Rate Schedule for the account on which three (3) or more late charges have been applied.

At the termination of services for an account, if amounts are due to the OUA by the Customer being provided service, for the account being closed or any other account associated with the Customer, the deposit being held by the OUA shall first be applied as payment for such items. Any amount remaining after application of the deposit monies towards these items shall be refunded to the Customer, without interest.

### **SECTION 13. CONNECTIONS REQUIRED**

Where deemed available by the Executive Director or designee, the owner of every lot or parcel of land within the area served by the OUA's existing water and/or wastewater system, shall have the plumbing of any building or buildings thereon connected with the OUA's water and/or wastewater system and use the services of such water and/or wastewater system within the following time frame: water service connection and billing must be within thirty (30) days of application or the time such system is deemed available by the Executive Director or designee; wastewater service connection and billing must be within one hundred eighty (180) days of application or the time such system is deemed available by the Executive Director or designee. All connections with the water mains located within the street right-of-ways or alley shall be made by the OUA. All such connections shall be made in accordance with the rules and regulations which shall be adopted by the OUA Board, and upon payment of the Meter Installation Fee, Capital Connection Charge and other related costs provided for in this Resolution. All Meter Installation Fees, Capital Connection Charges, and other related charges shall be paid in full before such connection shall be made unless provisions for payments have been made as per Section 8.

All water meters shall be furnished and installed by the OUA and shall be used on Service Lines except fire services. All meters shall belong to the OUA and the right is reserved to the OUA to remove any meter at any time from any premises when it is deemed necessary by giving due notice in writing a minimum of twenty-four (24) hours previous to the removal of such meter unless the removal is due to delinquency or tampering, as defined in Section 18.

When the OUA extends a public wastewater collection system into the area where wastewater service is provided by On-Site Sewage Treatment and Disposal System (OSTDS) which are permitted through the County Health Department or other such wastewater treatment systems regulated by others, connection to the OUA wastewater system is mandatory. The provisions for connection to the OUA system are stipulated in Florida Statutes, Chapter 381.0065-381.0067 and/or as further defined herein.

Those OSTDS in good working condition are required to connect to the OUA wastewater system within the time frame specified in Florida Statutes, Chapter 381. Failure to connect will result in the monthly billing of the wastewater base facility charge in the amount authorized by the Rate Schedule for connected units of similar service (e.g., residential, non-residential or master meter) and based upon the potable water meter size.

**SECTION 14. CHANGE LOCATION OF SERVICE**

Relocations of the Customer's water and/or wastewater service installation will be made when deemed necessary by the OUA. If requested by the Customer or if a Customer's water and/or wastewater service lines need to be moved due to the Customer's construction, said change will be at Customer's expense.

**SECTION 15. EXCLUSIVE USE OF OUA UTILITY SERVICES**

Utility Service purchased from the OUA shall be used by the Customer only, and the Customer shall not sell or otherwise dispose of such service supplied by the OUA unless Customer has an approved Utility Agreement with the OUA. In no case shall a Customer extend lines across a street, alley, lane, court, property, avenue or other way, in order to furnish utilities service for adjacent property, even though such adjacent property is owned by the Customer, without obtaining the prior written consent of OUA.

**SECTION 16. DISCLAIMER OF OUA LIABILITY**

The OUA will at all times use reasonable diligence to provide continuous service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water and/or wastewater service. The OUA shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, repairs or adjustments, acts of sabotage, enemies of the United States, wars, Federal, State, municipal or other governmental interference, acts of God or causes beyond its control.

**SECTION 17. GRANTING OF ACCESS, EASEMENTS, PERMITS AND PRIVILEGES**

By applying for OUA services or utilities, the Customer shall grant access across Customer’s property to the OUA at all reasonable hours as may be necessary for the installation maintenance, repairing, removal or inspection of OUA’s Utility Facilities, reading meters, or other purposes incident to the operation of OUA’s water and wastewater utility systems. The Customer and/or property owner shall grant or cause to be granted to the OUA and without cost to the OUA all rights, Easements, permits and privileges which are necessary for the rendering of service including operation and maintenance and repair of the OUA Utility Facilities. Where Easements or rights of way are required, such documents, prepared by the owner or developer, shall be executed by the landowner, with payment to the OUA of all recording and filing fees by the Customer and/or landowner, prior to the commencement of service.

**SECTION 18. DAMAGING, TAMPERING WITH OUA PROPERTY**

It shall be unlawful for any Person to damage, destroy, deface, tamper with or interfere with the operation of any pipe, machinery, valve, structure or other property of the OUA, constituting a part of the OUA’s water and/or wastewater system or used in conjunction therewith. The following four (4) categories will be used to define “tampering”:

TAMPERING 1	Tag stretched or broken with 0 – 50 gallons used	\$27.00
TAMPERING 2	Tag stretched or broken/cut with 51 – 1,500 gallons used	\$109.00
TAMPERING 3	Tag stretched or broken or lock cut - >1,500 gallons used	\$147.00

(Any cut **lock** will constitute a TAMPERING 3 violation.)

\*TAMPERING 4 \$640.00

\*(TAMPERING 4 Shall include, but will not be limited to, unauthorized use of water by means of by-passing meter, replacing existing meter with non-OUA meter, connecting to fire line or hydrant, removing meter from property, removing meter form property other than customer’s property, etc.)

Violation shall constitute cause for immediate removal of the meter and shall be punishable as provided in Florida Statutes, Chapters 806.13 (1) (b) 3 & 812.14, as amended from time to time.

**SECTION 19. EQUIVALENT RESIDENTIAL CONNECTION (ERC)**

A. When determining equivalent residential connection (ERC) for water and wastewater service and for purposes of calculating and imposing the Water and/or Wastewater Capital Connection Charge provided for in the Rate Resolution approved by the OUA Board, the ERC factor for any new connection or modification to an existing connection shall be calculated and imposed in the manner provided as follows:

(1) For water and/or wastewater service capacity, one ERC is hereby established and determined to be equal to a flow of two hundred fifty gallons per day, (250 GPD) based upon the average daily flow (ADF). The total equivalent residential connection value shall be calculated by dividing the ADF by 250 GPD and then multiplying the result by the number of units to which service is to be provided. In no event shall the ERC value be less than 1.00 for any meter for billing purposes for monthly base facility charges. The following minimum ERC schedule will be followed for residential and/or non-residential connections.

<b><u>Meter Size</u></b>	<b><u>Minimum ERC per meter size</u></b>	<b><u>Minimum ERC</u></b>
5/8" x 3/4"		1.00
1"		2.50
1 1/2"		5.00
2"		8.00
3"		16.00
4"		25.00
6"		50.00



8"

80.00

**Actual per Unit ERC calculation**

Per Equivalent Residential Connection (ERC):	<b><u>ERC Equivalency Factor</u></b>
* < 400 square feet	0.33
* ≥ 400 and < 900 square feet	0.80
≥ 900 square feet	Minimum 1.00

- \* Only available to a residential unit or lot not connected to a master meter:
  - a. Compromising a lot size of no more than 5,000 SF; and
  - b. Located in a planned unit development or similar development;
  - c. Within a recorded plat; and
  - d. Subject to a recorded declaration of covenants and restrictions limiting the size of the structure to 899 square feet or less enforceable by an incorporated property owner’s association; and
  - e. In compliance with all applicable governmental rules, regulations, ordinances and declaration of covenants and restrictions.

The Executive Director shall be the sole judge to determine if the residential unit is eligible for the water and wastewater system capital connection charge of less than 1.00 ERC.

<b>Master Meter (Residential)</b>	<b><u>ERC Equivalency Factor</u></b>
< 400 square feet	0.33
≥ 400 and < 900 square feet	0.80
> 900 square feet	1.00

Square footage referred to above is that area enclosed (by screen, wall, glass, etc) and under roof with the only area as an exception being a garage that is not air conditioned. As stated above, the minimum total ERC per meter is 1.00 for invoicing purposes for monthly base facility charges.

**Master Meter (Non-Residential)**

For the purposes of Non-Residential master meter unit calculations, each unit must have a specific water and/or wastewater demand.

As an example:

(a) A single building that has four units, but the water and/or wastewater demand is generated from a common restroom / breakroom area, then the building is not a master meter, but it is one unit.

(b) A single building has four units, each with their own restroom/breakroom, then it would be designated as four units.

**Minimum ERC**

Actual ERC calculation per Unit 1.00

(2) Where service is provided to a single building or group of buildings which contain multiple units, the ERC factor is equal to the greater of (1) the total number of units listed above as if each unit was separately metered, or (2) the number of ERC's designated by the meter size except as limited by the terms of a Utility Agreement.

(3) The required size for meters shall be determined by the Executive Director or designee, pursuant to applicable American Water Works Association (AWWA) Standards.

(4) Any limitation on the ERC factor in a Utility Agreement shall be governed by the unallocated capacity of the treatment plant that serves the property described in the Utility Agreement. Unallocated treatment capacity at a treatment plant shall be the maximum limiting factor for calculating the ERC connection charge for the customer.

B. When making adjustments to capital connection charges resulting from improvements and/or additions:

(1) The OUA shall maintain a record of the number of ERCs, for which connection fees have been paid for each non-residential metered account,

(2) OUA shall review plans for any change to a customer's existing residential or non-residential buildings and Master Meter Units and additional Capital Connection Charges will be required when the proposed addition or modification will cause an increase in the capacity required from the water and or sewer system for the customer.

(3) If a building permit or certificate of occupancy is issued for an existing customer that results in a change of the ERC designation, the total number of ERCs for the old and new parts of the facility will be computed according to the definition of ERCs and Capital Connection Charges shall be assessed on the difference.

(4) OUA shall provide a written notice to the customer disclosing the recalculation of the Capital Connection Charges and the additional amount owed.

**SECTION 20. ESTABLISHMENT OF WATER AND WASTEWATER SCHEDULE OF RATES, FEES AND CHARGES**

The OUA Board shall establish and adopt by Resolution a water and wastewater schedule of rates, fees and charges. The OUA Board may modify the water and wastewater Rate Resolution from time to time by like action.

**SECTION 21. MONTHLY BASE FACILITY CHARGE**

The charges listed in the Rate Resolution shall apply to all single family, multi-family, hotels, motels, Master Metered and Non-Residential connections whether occupied or not. Such charges shall be due and payable each month. Such charges shall apply to each meter if more than one meter is installed for a Customer.

**SECTION 22. FREE SERVICE PROHIBITED**

No service shall be furnished free of charge to any customer whatsoever, and any customer connected to the OUA water and/or wastewater systems shall pay at the Rates fixed by resolution, without exception.

**SECTION 23. NO ALLOWANCE FOR WAIVER OF MONTHLY BASE CHARGE**

No allowance for waiver of monthly base facility charges shall be made for vacant residential, non-residential or master meter accounts.

**SECTION 24. SEPARATE METERS REQUIRED; EXCEPTIONS FOR MASTER METERS**

Every residential unit or Non-Residential unit shall be connected and metered separately unless serviced by a master meter as provided herein.

Master meters may be used to serve governmental agencies such housing authorities or industrial authorities. Master meters may also be used to serve individual buildings, or a group of individual buildings, which contain multiple offices or dwellings such as office buildings or apartments provided the property and building(s) are owned by the same owner. Master meters may serve mobile home developments, RV parks, hotels and motels.

Where a connection has been made to a single building or group of buildings which contain multiple dwellings or multiple units (1), the monthly base facility charges shall be imposed, billed and collected on each meter based upon the number of units (1) receiving water and/or wastewater service on the property. The individual placing the water deposit

with the OUA will be responsible for the entire bill even when the bill contains charges for multiple dwellings or multiple units.

(1) As an example:

(a) A single building that has four units, but the water and/or wastewater demand is generated from a common restroom / breakroom area, then the building is not a master meter, but it is one unit.

(b) A single building has four units, each with their own restroom / breakroom, then it would be designated as four units.

**SECTION 25. BACKFLOW PREVENTION DEVICES REQUIRED; ALL CROSS CONNECTIONS PROHIBITED**

Backflow Prevention Devices shall be required at all premises connected to the OUA water system to eliminate any Cross Connections and possible contamination to the water distribution system, pursuant to the provisions of OUA Resolution No. 95-9 adopted October 10, 1995, or amended by the OUA Board which is incorporated herein by this reference.

**SECTION 26. DISCONTINUING SERVICE FOR VIOLATIONS**

The OUA shall discontinue services to any premises on which a violation of this Resolution or any rule or regulation relating to the OUA's water or wastewater system has been or is being committed. Such service shall not be reconnected until the violation has been corrected, and until the Customer has paid re-connection charges as appropriate, and those fees or costs pertinent to such violation, as set forth in the Rate Resolution adopted by the OUA Board.

**SECTION 27. EXTENSION OF THE UTILITY SYSTEM**

Except as provided for herein, all extensions to the system shall be installed with no expense to the OUA, and in accordance with all applicable OUA, City, County, or State specifications. All piping, fittings and appurtenances that are extended must be of sufficient

size to provide for wastewater service and potable water and fire protection where required through the installation of hydrants, as approved by city or county fire departments, which size shall also be determined by considering future growth in the area of extension, or other onsite fire protection services or devices. All requirements for fire flow must comply with the current edition of the National Fire Protection Association (NFPA) manuals.

All requests for extensions shall be submitted to the OUA, then reviewed and approved by the Executive Director or designee. The OUA reserves the right to dictate pipe diameters and such other route and connection requirements as may be mandated by applicable Federal, State, local code, comprehensive plan, or master plan, or to address future growth concerns in the area of the extension. The OUA also reserves the right to enter into agreements with the Applicant to partially reimburse extension costs by future Capital Connection Charges in the area of the extension. Any plan and approval furnished by the OUA is subject to the Customer obtaining all necessary permitting and approval from other governmental agencies and the OUA shall not be responsible for plans or specifications required to be altered by such agencies.

Before an extension is approved for construction, the OUA and Owner or Developer must execute an agreement which outlines the type of extension, location, cost and any other pertinent information required to complete the agreement. Fees for plan review are listed in the Rate Resolution adopted by the OUA Board.

**SECTION 28. CONNECTIONS TO FIRE HYDRANT FOR PURPOSES OTHER THAN FIGHTING FIRES**

All connections to a Fire Hydrant for any purpose other than fighting fire must be approved by the Executive Director or designee prior to the connection to the Fire Hydrant.

Before any connection is made to a Fire Hydrant, Applicant requesting the service through the Fire Hydrant must pay the appropriate fees and the OUA will install a temporary meter on the Fire Hydrant. The Applicant shall agree that such temporary service may be discontinued by the OUA at any time for emergency usage of the Fire Hydrant without any liability to the OUA whatsoever for such discontinuance of service.

The charges for this temporary water service delivered through a Fire Hydrant are listed in the Rate Resolution adopted by the OUA Board.

**SECTION 29. SOLE PROPRIETOR FIRE PROTECTION SYSTEM**

The OUA shall bill monthly for a Sole Proprietor Fire Protection System. This service will include service to private sprinkler systems, hoses cabinets, stand pipes or any other device used exclusively for fire protection. The monthly charge for a Sole Proprietor Fire Protection System will be included on the monthly consolidated bill and will become part of the consolidated bill as defined in these regulations. The charges for a Sole Proprietor Fire Protection System are included in the Rate Resolution as adopted by the OUA Board.

**SECTION 30. INSTALLATION OF NEW FIRE HYDRANTS**

All Fire Hydrants installed by an owner/developer must meet OUA specifications and be approved by the OUA and appropriate fire department. Relocation of such fire hydrants shall be at the Customer's cost. Fees or costs for such hydrants shall be determined by the Executive Director or designee.

**SECTION 31. TESTING OF METERS**

There shall be a charge for rechecking of a water meter reading, as set forth in the Rate Resolution adopted by the OUA Board. In the event, however, it is determined upon rechecking that the water meter in question is not functioning properly, or that an administrative error has resulted in an overcharge, the charge required in this Section shall be waived.

There shall also be a charge for verification, on a per meter basis, as to a determination as to which water meter services a particular Dwelling Unit or Non-Residential connection. The charge is included in the Rate Resolution adopted by the OUA Board.

All meters shall be carefully tested before installation. After installation, if any Customer questions the accuracy of the meter through which the Customer is served, the Customer may file a written request to have the meter tested to the Executive Director, together with payment of the applicable fee. The meter in question will be

removed and tested by OUA, with a copy of the test report furnished to the Customer. If the test shows that the meter has been over registering more than 1-1/2% at normal flow limits, the applicable fee shall be returned to the Customer, and the bill rendered based on the last reading of such meter shall be corrected accordingly including, if applicable, any adjustment for sewer volumetric charges. All meter flow tests shall follow AWWA Standard C700-77 or current revision. The fee for such testing is set forth in the Rate Resolution adopted by the OUA Board.

**SECTION 32. WATER SHORTAGE POLICIES**

The privilege of using the OUA water supply for non-essential purposes on lawns, streets, gardens, washing of houses and cars and for purposes other than drinking water, may be restricted or curtailed during a water shortage emergency. It is the desire of the OUA Board to provide the South Florida Water Management District with all possible assistance in the enforcement of the provisions of a Water Shortage Plan during a water shortage emergency, as described in Florida Statutes Chapter 373. The OUA Board may adjust water Rates during a water shortage emergency.

**SECTION 33. CAPITAL CONNECTION CHARGES**

The OUA has established a Water Capital Connection Charge for new Customers or additional units added to an existing customer's connection to the OUA's water system. The purpose of the charge is to establish a fund to replace the water capacity utilized by new Customers by expansion and enlargement of the water system and capital improvements. Therefore, such charges are to be deposited into the Water Capital Connection Fund and used only for the purpose of expansion for new connections referenced above or for new and replacements of the equipment and/or capital items of the water treatment and distribution system and as set forth in the applicable Bond Resolution. These funds may be invested as are other funds of the OUA and may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds in this account. The interest accruing from the investment of these funds shall accrue to this Fund and shall be used only for purposes authorized in the applicable Bond Resolution.

The OUA has established a Wastewater Capital Connection Charge for new Customers or additional units added to an existing customer's connection to the OUA's wastewater system. The purpose of the charge is to establish a fund to replace the wastewater capacity utilized by new Customers by expansion and/or enlargement of the wastewater system and capital improvements. Therefore, such charges are to be deposited into the Wastewater Capital Connection Fund and used only for the purpose of expansion for new connections or for new and/or replacement of equipment and/or capital items of the wastewater treatment and collection and pumping system and as set forth in the applicable Bond Resolution(s). These funds may be invested as are other funds of the OUA and may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds in this account. The interest accruing from the investment of these funds shall accrue to this Fund and shall be used only for purposes authorized in the applicable Bond Resolution.

**SECTION 34. ALLOCATION OF WATER AND WASTEWATER SERVICE CAPACITY**

Upon a determination by the Executive Director that water and/or wastewater service capacity is available and unallocated in the OUA water or wastewater system, the OUA Board may allocate by resolution any and all such available, unallocated water and/or wastewater service capacity in the following manner:

(a) The OUA may allocate any available and unallocated water and wastewater service capacity to those qualified Applicants, as determined by OUA, in the order of time and date the Developers Agreement is approved by the OUA, but only after payment of all applicable charges provided therefore under the Rate Resolution adopted by the OUA Board.

(b) In the event any such water and/or wastewater service capacity remains unallocated and un-purchased after OUA has made available such water and/or wastewater service capacity to each such Applicant, OUA may allocate the remaining water and wastewater service capacity to other future Customers.



(c) In no event shall any Applicant receive more water and/or wastewater service capacity than that for which the Applicant has applied.

(d) OUA shall determine, from time to time, if any additional available and unallocated water and/or wastewater service capacity exists in the OUA's water and wastewater systems. Upon such determination, OUA may allocate said capacity in accordance with this Section.

(e) No assignment, sale or conveyance of an Applicant's allocated water or wastewater service capacity to any other party for use on any other property not identified in said Developers Agreement shall be permitted. The service capacity allocated hereunder shall only inure to the benefit of the current and future owners of the property described in the Developers Agreement, unless otherwise specifically authorized by the OUA Board. The OUA Board may approve an assignment of such water and/or wastewater service capacity, in its sole discretion, and may attach such reasonable conditions to said collateral assignment as deemed necessary and prudent by the OUA Board.

(f) Allocation of water and/or wastewater service capacity, pursuant to this Section, shall be deemed valid for a period of twenty-four (24) months from the date of allocation. Said allocation may be extended for additional successive periods by the OUA Board, in its sole discretion, subject to conditions and payment of applicable fees therefore. If the Developers Agreement for water and/or wastewater service has expired, the right to any water and/or wastewater service capacity for the use of which a building permit has not been issued, or if issued has expired, shall be deemed to have terminated.

(g) The OUA Board may revoke any Developers Agreement for water and/or wastewater service capacity for violations of the provisions of this Resolution, or noncompliance with the conditions attached to said Developers Agreement.

**SECTION 35. USE OF PUBLIC SEWERS REQUIRED (FLORIDA STATUTES, CHAPTERS 381.0065 & 381.00655)**

(a) It shall be unlawful for any Person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the OUA service area any human or animal excrement, Garbage or other waste.

(b) It shall be unlawful to discharge to any Natural Outlet within the OUA service area any Sewage except where suitable treatment has been provided in accordance with the provisions of this Resolution.

(c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of Sewage. All private means of Sewage disposal shall be removed at the expense of the owner.

(d) Flush toilets shall be required within OUA's service area in all houses, buildings or structures used for human occupancy, employment, recreation or other purposes. Such flush toilets shall be connected, at the owner's expense, to the public Sanitary Sewer in accordance with requirements set forth in Resolution 09-07, Mandatory Connection to the Okeechobee Utility Authority Utility System, as amended from time to time. Exceptions to this requirement shall include: Where said house, building or structure is not situated on property abutting a street, alley or road right-of-way wherein there is located a public Sanitary Sewer; or if said property is not within one hundred (100) feet of said public Sanitary Sewer; and, further, if the connection of said house, building or structure requires unusual and costly plumbing such as a Lift Station, Force Main or similar plumbing Facilities or as deemed by the Executive Director, then no connection shall be required.

(e) Except as provided for herein, all extensions of the Sewer system shall be installed at no expense to the OUA and in accordance with all applicable OUA, City, County, or State specifications. All requests for extensions shall be submitted to the OUA and approved by the Executive Director or designee. The OUA retains the right to dictate pipe diameter, depth of pipe, depth and capacity of Lift Stations if required, and such other route and connection requirements as may be mandated by applicable Federal, State, local codes, comprehensive plan, master plan or to meet future growth for the OUA service area. Any plan and approval furnished by the OUA is subject to the Customer obtaining all necessary permitting and approval from governmental agencies.

(f) Before an extension is approved for construction, the OUA and Owner or Developer, may sign a written Developers Agreement outlining all aspects of the construction, including allocation of expenses and such agreement be presented to, and approved by, the OUA Board. The OUA reserves the right to enter into agreements with

the Owner or Developer to partially reimburse extension costs by Future Capital Connections in the area of the extension. The agreement must also include and outline the type of extension, cost, type of Easement or access for maintenance of the extension if necessary, and any other pertinent information required to complete the agreement. Fees for this plan review and agreement are set forth in the Rate Resolution adopted by the OUA Board.

**SECTION 36. PRIVATE SEWAGE DISPOSAL**

(a) Where a public Sanitary Sewer is deemed not available under the provisions of this Resolution, the Building Sewer shall be connected to a Private Sewage Disposal System complying with the provisions of applicable County Building Department and Health Department regulations, and other applicable laws of the State of Florida.

(b) Before commencement of construction of a Private Sewage Disposal System, the owner shall first obtain a written permit signed by the appropriate building official and/or Health Department. The application for such permit shall be made on a form furnished by the applicable County Health Department, which the Applicant shall supplement by any plans, specifications and other information as are deemed necessary by the health official.

(c) The type, capacities, location and layout of a Private Sewage Disposal System shall comply with all recommendations of the Department of Public Health of the State of Florida.

(d) The owner shall operate and maintain the Private Sewage Disposal System in a sanitary manner at all times at no expense to the OUA.

(e) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the applicable health official.

**SECTION 37. BUILDING SEWERS AND CONNECTIONS**

(a) All connections shall be performed by authorized Persons only. No unauthorized Person shall uncover, make any connections with or openings into, use, alter or disturb any Public Sewer or appurtenances thereof. All connections to the Public Sewer shall be performed by the OUA.

(b) All costs and expenses for connections are the responsibility of, and incident to the Customer. The Customer shall indemnify and hold harmless the OUA from any loss or damage that may directly or indirectly be occasioned by the installation of the Building Sewer.

(c) A separate and independent Sewer shall be provided for every building except where one building has multiple offices or dwellings or where there exists a group of buildings or town houses that are grouped in such a way that one separate and independent Sewer could more effectively serve the structures; however, all fees and monthly charges shall be billed and collected pursuant to the applicable sections of this Resolution and the Rate Resolution approved by the OUA Board.

(d) Old Building Sewers may be used in connection with new buildings only when they are found, on examination and test by the building official, to meet all requirements of this Resolution.

(e) The size, slope, alignment, materials of construction of a Building Sewer and the methods to be used in excavating, placing the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the applicable county.

(f) Whenever possible, the Building Sewer shall be brought to the building at an elevation below any floor. In all buildings in which any Building Drain is too low to permit gravity flow to the Public Sewer, Sanitary Sewage carried by such Building Drain shall be lifted by an approved means and discharged to the Building Sewer at no cost to the OUA.

(g) No Person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a Building Sewer or Building Drain which in turn is connected directly or indirectly to a public Sanitary Sewer.

(h) The connection of the Building Sewer into Public Sewer shall conform to the requirements of the OUA and building and plumbing code or other applicable rules and regulations of the applicable county. All such connections at property line shall include a clean out per OUA standards and shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by OUA and the building official before installation.

(i) The Applicant for the Sewer permit shall notify the OUA and the building official when the Building Sewer is ready for inspection and connection to the Sanitary Sewer. The connection at the property line shall be made under the inspection and approval of the OUA and the building official or his representative.

(j) All excavations for Building Sewer installation shall be adequately guarded with barricades and lights at the expense of the Customer so as to protect the public from hazard. Streets, sidewalks, parkways and other public property in the course of the work shall be restored in a manner satisfactory to the OUA or applicable local government.

**SECTION 38. DISCHARGES TO PUBLIC SEWERS REGULATED**

(a) No Person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, sub-surface drainage or unpolluted cooling water to any Sanitary Sewer and shall be subject to the penalties and costs for violation of any subsection hereunder.

(b) No Person shall discharge or cause to be discharged any of the following described waters or wastes to any Public Sewers:

(1) Any gasoline, benzene naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(2) Any water or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or in the interaction with other wastes, to injure or interface with any Sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the Sewage treatment plant, including, but not limited to, cyanides in excess of 0.00 milligrams per liter as CN in the wastes as discharged into the Public Sewer.

(3) Any waters or wastes having a pH lower than 6.0 or higher than 8.5 and having other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewerage works.

(4) Solids or viscous substances in quantities or of such size capable of causing obstruction to the flow in Sewers or other interference with the proper operation of the sewerage works, such as, but not limited to, ashes, cinders, sand,

mud, straw, shavings, metal, glass, rags, earth, tar, plastics, wood, underground Garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, and milk containers.

(c) No Person shall discharge or cause to be discharged to any Public Sewer the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Executive Director or designee that such wastes can harm either the Sewers, Sewage treatment process or equipment, have an adverse effect on the receiving waters or can otherwise endanger life, limb, public property or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Executive Director or designee will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the Sewers, materials of construction of the Sewers, nature of the Sewage treatment process, capacity of the Sewage treatment plant, degree of treatability of wastes in the Sewage treatment plant, and other pertinent factors. The substances prohibited are:

(1) Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit [sixty-five (65) degrees centigrade] or a flash point lower than one hundred eighty (180) degrees Fahrenheit (ASTM Open Cup).

(2) Any waters or wastes containing fats, wax, grease or oil, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit [zero (0) degrees and sixty-five (65) degrees centigrade].

(3) The installation and operation of any Garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the building official.

(4) Any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(5) Any waters or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite Sewage at the treatment plant exceeds the limits established by the federal, state or other public agency for such materials.

(6) Any waters or wastes containing phenols or other odor producing substances in such concentrations exceeding limits which may be established by the Executive Director, as necessary, after treatment of the composite Sewage, to meet the requirements of the State, Federal or other public agencies having jurisdiction for such discharge to the receiving waters.

(7) Any radioactive wastes or isotopes of such half life or concentration as may exceed limits established by the Executive Director in compliance with applicable state or federal regulations.

(8) Materials which exert or cause:

a. Unusual concentrations of inert Suspended Solids (such as but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solution).

c. Unusual BOD [in excess of three hundred (300) parts per million], Suspended Solids [in excess of three hundred (300) parts per million], COD or chlorine requirements in such quantities as to constitute a significant load on the Sewage treatment works.

d. Unusual volume of flow or concentration of wastes constituting as defined herein.

(9) Waters or waste containing substances which are not amenable to treatment or reduction by the Sewage treatment only to such degree that the Sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(d) If any waters or wastes are discharged, or are proposed to be discharged, to the Public Sewers, which waters contain the substances or possess the characteristics enumerated in this code which in the judgment of the Executive Director may have a deleterious effect upon the sewerage works, processes, equipment or receiving waters or which otherwise create a hazard to a life or constitute a public nuisance, the Executive Director may:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the Public Sewers.

If the Executive Director permits the pretreatment, the design and installation of the plans and equipment shall be subject to the review and approval of the Executive Director or designee and subject to the requirements of all applicable codes, ordinances, resolutions, and laws and at no cost to the OUA.

(e) Mineral oil and sand interceptors shall be provided when, in the opinion of the Executive Director or designee, they are necessary for the proper handling of Sanitary Sewage containing mineral oils in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that such interceptor shall not be required for private living quarters or Dwelling Units. All interceptors shall be of a type and capacity approved by the applicable building and health officials and Executive Director and shall be located so as to be readily and easily accessible, including manholes at entrance and discharge points, for cleaning and inspection. Where preliminary treatment is provided for any wastes, it shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

(f) The owner of any property serviced by a Building Sewer carrying Industrial Wastes shall build a suitable control manhole together with such necessary meters and other appurtenances in the Building Sewer to facilitate observation, sampling and measurement of the wastes. Such manhole shall be accessible and safely located and shall be constructed in accordance with plans approved by the Executive Director or designee. The manhole shall be installed by the owner at his expenses and shall be maintained by him so as to be safe and accessible at all times. The owner shall install such manhole within thirty (30) days from the date the lateral connection is made to the Sewer or, if no manhole was required at the time the Building Sewer was installed, the owner shall install such manhole. If such manhole is not installed within the time provided, the OUA shall have the right to enter into a contract for the installation of said manhole at the owner's expense, and the cost of installing said manhole, together with the administrative cost to the OUA necessary to process the installation of said manhole, shall be chargeable to the owner, and if not paid within thirty (30) days from the date such installation is completed, the unpaid costs together with the lawful interest thereon shall be



a lien upon the property wherein the user is situated. The OUA shall be entitled to institute foreclosure proceedings for the collection of said unpaid costs and interest thereon, such proceedings to be in accordance with law, and the OUA shall be entitled to collect reasonable attorney's fees from the owner for services rendered by the OUA's attorneys in the institution and prosecution of such foreclosure proceedings. Liens created under this section shall, upon the request of the user and/or owner of the property affected, and upon payment of all installation and administrative costs and lawful interest thereon, be released by a Release of Lien signed by the Executive Director of the OUA. The issuance of such Release of Lien shall constitute prima facie evidence of existence or nonexistence of any such unpaid costs, and shall, in the absence of fraud perpetrated by the party requesting same, be binding upon the OUA as to the existence and nonexistence of any lien created hereunder.

(g) All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "*Standard Methods for the Examination of Water and Wastewater*," published by the American Public Health Association, from suitable samples taken at said control manhole. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewerage works and to determine the existence of hazards to life, limb and property. The particular analysis involved will determine whether a twenty-four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or other multiple samples should be taken.

**SECTION 39. PROTECTION FROM DAMAGE**

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the OUA utility system. Any person violating this provision shall be subject to immediate arrest for a misdemeanor punishable as provided herein or in Florida Statutes, Chapters 806.13 or 812.14.

**SECTION 40. POWERS AND AUTHORITY OF INSPECTORS**

(a) The Executive Director and other duly authorized employees of the OUA, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Resolution. The Executive Director and duly authorized OUA employees shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(b) While performing the necessary work on private properties referred to in Subsection (a) above, the Executive Director or duly authorized employees of the OUA shall observe all safety rules applicable to the premises established by the Owner. The Owner shall provide reasonable and safe access to the premises, as well as direction and or supervision as to the areas or systems being inspected.

**SECTION 41. FINANCIAL FUND POLICIES**

A. Investment of Funds

Permitted Investments are certificates of deposit and money market accounts from Qualified Public Depositories; other certificate of deposits that are FDIC insured; U.S. Treasury Securities; securities issued or guaranteed by U.S. Federal Agencies; repurchase agreements; and commercial paper with an investment grade rating of AAA from S&P or Fitch or Aaa from Moody's.

B. Renewal, Replacement and Improvement Fund

The OUA has established a Renewal, Replacement and Improvement Fund (RR&I Fund). As required by the existing Bond documents, moneys are deposited into the Renewal, Replacement and Improvement Fund in an amount equal to five percent (5%) of the Gross Revenues of the System for the preceding Fiscal Year. The purpose of the fund is to renew, replace and/ or improve the System. The moneys in the Renewal, Replacement and Improvement Fund shall be used for the purpose of paying the costs of

extensions, improvements or additions to, or the replacement or renewal of capital assets of the System, or extraordinary repairs of the System. These funds may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds of this account. The interest accruing from the investment of these funds shall accrue to this Fund and shall be used only for purposes authorized in the applicable Bond Resolution.

As stated in the current Official Statements for the 1999 and 2002 Official Bonds the Authority may also establish an additional annual funding target in excess of the five percent (5%) requirement based on the Authority's renewal and replacement expenditure needs as set forth in the five-year capital improvements program (CIP) as approved by the Board of Directors. Therefore, the Authority shall strive to maintain a minimum balance in the renewal and replacement fund of five percent (5%) of prior year's gross revenues.

C. Operating Reserve Fund

The Authority shall strive to maintain an unrestricted Operating Reserve Fund balance equal to sixty (60) calendar days of the Authority's annual operating and maintenance expenses as established during its annual budget. Funds in the operating Reserve may be utilized following Board approval of the Executive Director's or Authorized Officer's request, which shall also include a plan, of restoring these funds back to the minimum levels within a reasonable period of time as established by the Board of Directors.

D. Emergency Reserve Fund

In addition to the 90-day Operating Reserve, an Emergency Reserve Fund will be established and maintained to help offset unforeseen Capital or other major operating expenditures due to unexpected emergencies (i.e., hurricanes, pump failures, electrical failures, etc.) that can not be met with other funds. The Authority shall strive to maintain an unrestricted Emergency Reserve Fund thirty (30) calendar days of total annual operating and maintenance expenses for the preceding fiscal year, or any amount, that the Authority determines is needed to be reserved in said Emergency Reserve Fund.

The moneys in the Emergency Reserve Fund shall be used for the purpose of paying the costs of emergency repairs as approved by the Board, with a plan approved by the Board detailing the restoration of these funds back to the minimum levels within a

reasonable period of time as established by the Board of Directors. These funds and may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds of this account.

E. Hydrant Fund

The OUA has established a Hydrant Fund to be used for the acquisition and installation of fire hydrants, periodic maintenance, repair and replacement of fire hydrants and all costs related thereto, including the installation of necessary water mains in support of fire protection. Revenue for the Hydrant Fund is generated by a fire hydrant fee which is included on the consolidated bill for each water customer in accordance with the prevailing schedule of rates, fees and charges. These funds may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds of this account.

F. Rate Stabilization Fund

When the Authority has exceeded minimum targeted annual senior debt service coverage of 1.20 (1.10 is required by the Bond Resolution), and coverage of junior lien debt by 1.15, and has excess revenues above expenditure needs, such excess revenues may be deposited into a Rate Stabilization Fund. The Rate Stabilization Fund ~~can~~ may be funded up to an amount ~~a~~ not to exceed of three million dollars (\$3,000,000.00). Any additional excess revenues above funding of the Rate Stabilization Fund ~~shall~~ may then be used to supplement Net Operating Revenues or the Capital Improvement Program as necessary.

G. Debt Service Reserve Fund(s)

In connection with existing and future loan and/or bond obligations the OUA has will be required to set aside certain funds to be used for the future payment of debt service. These funds are required to be physically segregated in separate bank accounts. To that end, the OUA will establish and maintain various debt service payment accounts and Restricted Debt Service Reserve Accounts as may be required and/or stipulate to by the loan and/or bond covenants.

H. Guaranteed Revenue Charge (GRC)

In order to reflect the cost of reserving capacity a Guaranteed Revenue Charge (GRC) will be assessed to new water and/or wastewater connections as reserved by a Developer Agreement. This charge will be assessed on a monthly basis until the service has been connected to the OUA system. The basis for the charge will be the number of equivalent residential connection(s) (ERC) reserved by the Developer Agreement multiplied by the monthly residential meter base facility charge.

I. Annual Price Deflator Index

As a minimum, the Authority shall adjust water and sewer rates annually based on an inflationary index to help ensure that the Authority's revenues keep up with inflationary operating cost increases. The Authority may use the GDP Implicit Price Deflator Index as published annually by the Florida Public Service Commission or other such Board approved inflationary index to determine the annual rate adjustment. In addition to applying the annual index adjustment the Authority shall also conduct periodic rate reviews (e.g., every two to three years) to verify that OUA revenues match revenue requirements including both operating and capital costs.

**SECTION 42. CUSTOMERS WITHOUT WATER METER SERVICE**

To be connected to the OUA wastewater system, the customer shall be connected to the OUA water system when available. Those current customers which are wastewater customers only, shall be given a twenty-four (24) month period from the date of this Resolution to connect to the OUA water system.

**SECTION 43. UNAUTHORIZED USE OF THE OUA SYSTEM**

No person shall be authorized to tap, cut or in any way use any line, branch or part of the OUA utility system without obtaining a Service Agreement, and paying all applicable fees, rates and charges established under the Rate Resolution adopted by the OUA Board.

If any person or entity discharges Sewage, Industrial Wastes or other wastes into the OUA's wastewater disposal system contrary to the provisions of this article, Federal or State pretreatment requirements or any order of the OUA, the OUA attorney may commence an action for appropriate legal and/or equitable relief in a court of competent jurisdiction. At a minimum, as provided in the OUA Rate Resolution, tampering or unauthorized use charges will be applied.

Any person or entity which connects to the OUA water system in any manner without prior consent or knowledge of the OUA will be in violation of OUA policies and procedures. Therefore, as provided in the OUA Rate Resolution, tampering or unauthorized use charges will be applied.

**SECTION 44. WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS**

OUA is committed to performing due diligence in attempting to collect all amounts owed to OUA. There are times, however, that accounts are deemed uncollectible and should be written off from financial statements. All accounts receivables are recorded in a manner to permit an analysis of the aging of such receivables. Based upon time and cost involved, further collection efforts after one (1) year will not be pursued for any outstanding balance of \$50.00 or less. The review and determination of doubtful accounts shall be performed regularly and must be done at least once annually at the end of each fiscal year. Before any account is deemed uncollectible and immaterial for collection, a list reflecting customers' names, outstanding balances along with documentation of efforts made to collect the debt will be provided to the Board of Directors for review and approval.

Collection efforts for any account that has a balance due greater than the threshold of \$50.00 will be performed in accordance with OUA policies and procedures regarding bad debt accounts in accordance with state statutes (Florida Statutes, Chapter 95.11) and for a period equivalent to the statute of limitations or sooner, if the debt has been discharged in bankruptcy for an account.

**SECTION 45. ALLOWABLE BILLING ADJUSTMENTS**

At the request of a customer, and upon the occurrence of the following events a customers' bill may be adjusted for the following reasons:



Additionally, this allowance will only be granted once in any twelve (12) month period. The customer base water consumption will be based upon the average of the three highest months within the previous twelve months prior to the watering. A claim for this volumetric sewer credit must be made within two months of the irrigation usage.

D. An adjustment to a customer's account for documented damage to a customer's water meter by others. Documentation of the damage shall be provided by the customer or OUA employee and clearly indicate that the damage was done by others through no fault of the customer. The final judgment as to the cause of the damage and adjustment due, if any, shall be made by the Executive Director.

**SECTION 46. POLICIES AND PROCEDURES MANUAL**

Enforcement of this Resolution shall be implemented by the OUA Policies and Procedures Manual adopted by the OUA Board of Directors and amended as needed.

**SECTION 47. SEVERABILITY**

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

**SECTION 48. EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption pursuant to law.  
DONE AND ADOPTED in regular session by the Okeechobee Utility Authority this 17<sup>th</sup> day of September 2024.

ATTEST:

OKEECHOBEE UTILITY AUTHORITY

\_\_\_\_\_  
John F. Hayford III, Executive Director

\_\_\_\_\_  
Steve Nelson, Chairman



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 6

SEPTEMBER 17, 2024

**MEETING MINUTES**

Attached are copies of the minutes from the meeting held on August 29, 2024.

**Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from August 29, 2024 as presented.**

**OKEECHOBEE UTILITY AUTHORITY  
MEETING MINUTES**

Thursday August 29, 2024 5:30 P.M.  
Okeechobee Utility Authority  
100 SW 5<sup>th</sup> Avenue  
Okeechobee, Florida

**Chairperson Nelson called the meeting to order at 5:30 P.M.**

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

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

**Board Members:**

John Gilliland\*  
Harry Moldenhauer\*  
Steve Nelson\*

**Alternates:**

Glenn Sneider\*\*

**Absent:**

Melanie Anderson  
Tabitha Trent

\*Voting Board Members

\*\*Voting in Tabitha Trent's Place

**OUA Members:**

John Hayford  
Lauriston Hamilton

Greg Kennedy  
Michelle Willoughby

**Chairperson Nelson addressed Agenda Item No. 2 'Agenda Additions or Deletions' There were none**

**Chairperson Nelson addressed Agenda Item No. 3 'Meeting Minutes from July 16, 2024.' Motion by Harry Moldenhauer to accept the Meeting Minutes from July 16, 2024 Meeting as presented. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 4 'Update from Operations Director' Executive Director Hayford provided the board with an update on all departments. Board Member Gilliland asked staff about the transformer for the ozone building. Board Member Gilliland discussed exploring the use solar powered cameras for the security system at the SWTP. *Melanie Anderson in at 5:33 P.M.* Executive Director Hayford discussed that there was a delay in ordering the parts.**

**Chairperson Nelson addressed Agenda Item No. 5 'Consent Agenda' Motion by John Gilliland to approve the Consent Agenda as presented:**

**Consent Agenda Item No. 6 'Invoice from Kimley Horn and Associates, Inc. – Lakeview Estates Permit Renewal in the amount of \$1,071.50'**

**Second by Glenn Sneider. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 7 ‘August 20<sup>th</sup> Consent Agenda’** Executive Director Hayford discussed that the board meeting that was scheduled for August 20<sup>th</sup> was rescheduled due to a lack of a quorum. Executive Director Hayford discussed that staff reached out to Board Members via email requesting if the members were in favor of staff approving the payment of all consent agenda items that were scheduled for consideration at the August 20<sup>th</sup> meeting. Executive Director Hayford discussed that four favorable responses were received and staff proceeded with payment. **Motion by Harry Moldenhauer to ratify the approval of the August 20<sup>th</sup> Consent Agenda. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 8 ‘Pine Ridge Park Septic Tank Abandonment’** Executive Director Hayford discussed that staff reached out to Board Members in regards to a request from Hinterland Group, Inc. to provide additional services to connect eleven homes up to the new Pine Ridge Park sewer system. The contractor identified that there is concrete, AC pads, electrical cables and other such home site conflicts. Executive Director Hayford discussed that staff and the engineer have confirmed that there are some conflicts and that the contractor is due some compensation for time and money. Executive Director Hayford discussed that the contractor has provided a cost estimate of \$52,774.11 and time adjustment of 11 days for consideration. Executive Director Hayford discussed that the cost adjustment will be taken out of the Miscellaneous Work Allowance contingency and will not increase the contract price. Executive Director Hayford discussed that the time adjustment can only be modified by a change order. Executive Director Hayford discussed that staff received enough positive responses from the board to approve the payment and change order as requested by Hinterland Group, Inc. **Motion by Harry Moldenhauer to ratify the approval of the Allowance Authorization in the amount of \$52,774.11. Second by Glenn Sneider. Vote unanimous (4-0), motion carried.**

**Motion by Glenn Sneider to ratify the approval of Change Order for an additional 11 calendar days to the contract. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 9 ‘OUA Vehicle Purchase’** Executive Director Hayford discussed that staff reached out to Board Members via email discussing that an Assistant Executive Director had been hired and that they would need a vehicle. Executive Director Hayford discussed that at the September 2023 Board meeting, the board had authorized the purchase of a Ford Hybrid Maverick from Gilbert Ford for \$26,495. Staff reached out to Gilbert Ford and asked if they had a vehicle similar to the earlier order on the lot. Gilbert Ford did not have one available and it would need to be ordered with a 4-6 month expected delivery. Executive Director Hayford discussed that Vero Beach Ford contacted staff and stated that they had a Maverick available for \$27,015 which was about 2% higher and they could hold it until the board meeting August 20<sup>th</sup>. By the time staff received four favorable responses, the dealership could not hold the vehicle and it was sold. Executive Director Hayford discussed that the dealership was able to locate a similar vehicle for a slight price increase to \$27,560, which was up \$545 from the previous quote. There was a brief discussion. **Motion by John Gilliland to ratify the prior approval to purchase the Ford Maverick Hybrid truck from Mullinax of Vero Beach in the amount of \$27,560.00. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 10 ‘Glades County Franchise Agreement’** Executive Director Hayford discussed the proposed Franchise Agreement with Glades County. Executive

Director Hayford discussed that there were suggested changes by both OUA staff and the OUA Board Attorney. Attorney Conley discussed the proposed service area for the proposed agreement. Executive Director Hayford discussed that Mr. Tim Stanley, Glades County Commissioner was present to discuss the agreement. Mr. Stanley discussed the service area and the Community Development District (CDD) that was issued to Lakefront Estates. Mr. Stanley discussed that the CDD states the developer is to install the water and wastewater utility infrastructure and must connect to a public utility. There was a brief discussion. **Motion by Glenn Sneider to approve the Franchise Agreement with edits and to include the Service Area and CDD. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 11 ‘Finance Report’** Finance Director Hamilton reviewed the Finance Report for period ending July 31, 2024. **Motion by Glenn Sneider to approve the Finance Report for period ending July 31, 2024. Second by John Gilliland. Vote unanimous (4-0). Motion carried.**

**Chairperson Nelson addressed Agenda Item No. 12 ‘Review of FY25 Preliminary Budget’** Finance Director Hamilton reviewed the proposed FY25 budget. Finance Director Hamilton discussed the revised preliminary budget deficit is approximately \$190,559. Finance Director Hamilton discussed that the proposed budget was calculated using the assumption of a 5% rate adjustment. Finance Director Hamilton discussed further that the deficit in the proposed budget could be covered by an additional 1.5% rate adjustment. Finance Director Hamilton provided the board with a general overview of the projects and the funding associated. Finance Director Hamilton discussed that staff is recommending a total rate adjustment of 6.5% to be effective October 1, 2024. Finance Director Hamilton provided the board with a dollar value impact to a rate payer after both a 5% and 6.5% rate increase. The impact was demonstrated for both the average water/wastewater residential customer and non-residential customer. There was a brief discussion. This is for informational purposes only.

**Chairperson Nelson addressed Agenda Item No. 13 ‘Invoice from Hinterland Group Inc – Southwest Service Area 2’** Finance Director Hamilton discussed that at the board meeting on July 16, 2024, staff withdrew Item No. 10 (Hinterland Group, Inc – Pay Application #14) from the consent agenda. Finance Director discussed that in collaboration with Hinterland Group, Inc, Sumner Engineering and Consulting, Inc and the USDA, a review of past pay applications concluded that Pay Application #13 required adjustment to account for a miscalculation. Finance Director Hamilton discussed that since Pay Application #13 was already paid, Hinterland and the OUA agreed to exchange checks to correct the excess payment of \$62,259.13. Following the correction of Pay Application #13, the next step was to address the current Pay Application #14, which was withdrawn at the July Board Meeting. Finance Director Hamilton discussed that after revising Pay Application #13, the resulting amount being due for Pay Application #14 was \$335,745.20. Finance Director Hamilton discussed that authorization was solicited and obtained from board members prior to this meeting. There was a brief discussion. **Motion by Glenn Sneider to ratify the exchanging of checks with Hinterland Group Inc. and payment of corrected Pay Application #14 in the amount of \$335,745.20. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 14 ‘Paid Time Off – PTO’** Executive Director Hayford discussed that the Board unanimously approved the implementation of a PTO plan, beginning October 1, 2024, replacing the current payment for absence policy of vacation and sick leave. Finance Director Hamilton discussed that the policy states a start date of October 1, 2024 with an annual payout

each September 30<sup>th</sup> to regularize employee accumulated PTO hours carried forward with the maximum of 360 hours. Finance Director Hamilton discussed allowing the employees to carry forward all of their accumulated vacation and sick hours to next year (FY25) and regularize their balances to 360 hours at the end of FY25 or should no employee start the new policy with accumulated balances above the allowed 360 hours. Finance Director Hamilton discussed that under the current policy, while vacation is paid out at a 1:1 ratio, employees are restricted to a conversion rate of 50% of their accumulated sick time after achieving a continuous employment of 10 years or more and leave in good standing. Finance Director discussed that according to present practice, staff can request a payout on their accumulated vacation hours during the fiscal year, but not their accumulated sick time. There was a brief discussion. **Motion by Glenn Sneider to convert accumulated vacation and sick hours to PTO beginning October 1, 2024 and be restricted to 360 hours with the excess hours paid in September 2024. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Motion by Glenn Sneider convert sick time to PTO at a rate of 1:1 hour. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Motion by Glenn Sneider to not allow employees to request payout of PTO during the fiscal year. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 15 ‘Surplus Items’** Executive Director Hayford discussed that staff had received the last vehicle that was ordered, which is a 2024 Ford Maverick to replace Meter Reader (Unit #411), which was a 2016 Ford F-150. Executive Director Hayford discussed that the WWTP has two units that have some age and issues and need replacing. Executive Director Hayford discussed that Unit #411 is in better shape than either one of the WWTP units. Executive Director Hayford discussed the SWTP had a spare vehicle (Unit #445), which is also in better shape than either one of the WWTP units. Executive Director Hayford discussed that staff decided to transfer Unit #411 and Unit #445 to the WWTP to replace the two units that have issues. Executive Director Hayford requests that Unit #434 (2008 Ford F-150) and Unit #510 (2000 Ford F-150) be deemed as surplus. **Motion by Glenn Sneider to approve staff to surplus and sell Unit #434 and Unit #510 to the highest bidder. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 16 ‘Mallard Landing Emergency Manhole Replacement’** Executive Director Hayford discussed that the Mallard Landing project is under construction. The contractor is installing both new water and wastewater lines as well as connecting to existing OUA utilities. Executive Director Hayford discussed that the contractor attempted to tie into an OUA manhole just outside of OUA pump station NW4. Executive Director Hayford discussed that as the subcontractor was drilling the pilot hole, it was determined that the manhole was in poor condition and was only about 1 ¾” thick. Manhole walls are typically 6” thick. Executive Director Hayford discussed that the contractor, engineer and OUA staff determined that the manhole was beyond repair and needed to be replacement. Staff requested a quote from Centerline Inc. and received a quote for replacement in the amount of \$47,643.01. Executive Director Hayford discussed that due to this being an active manhole, gravity system and pump station, with failure evident it was determined that this manhole needed replacement now due to its weakened and exposed state. **Motion by Glenn Sneider to ratify the emergency approval of this repair expense by Centerline, Inc. in the amount of \$47,643.01. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 17 ‘Mallard Landing Engineering Proposal’**

Executive Director Hayford discussed that the Mallard Landing Sewer Expansion RFP for engineering services was advertised in the local paper, the OUA social media accounts and by direct solicitation. Executive Director Hayford discussed that the RFP's are due to be delivered to the OUA office by September 10, 2024. Executive Director Hayford discussed that in the recent past and OUA Board Member was part of the review committee to review the RFP's and to prepare an initial ranking of the RFP's. Executive Director Hayford discussed that the once the initial review is completed, the RFP's and ranking will be brought to the full OUA Board for review and consideration. Board Member Steven Nelson offered his services to the committee.

**Chairperson Nelson addressed Agenda Item No. 18 'Kings Bay Water Main Extension'** Executive Director Hayford discussed that the Kings Bay US 441SE Water Main Extension was designed to serve several businesses on the northside of the road while being able to serve several RV Parks on the lakeside of the road. Executive Director Hayford discussed that Holtz Consulting Engineers, Inc. has reviewed the bids for compliance with the bid documents and provided references. Executive Director Hayford discussed that the engineer has provided staff with a written recommendation for award. Executive Director Hayford discussed that as per bid documents, the OUA is to furnish some of the material to be utilized in the construction of the project. **Motion by Glenn Sneider to accept the recommendation of award to B & B Site Development as presented by Holtz Consulting Engineers, Inc. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Motion by Glenn Sneider to authorize the OUA Board Chairman and staff to execute the Notice of Award to B & B Site Development. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Motion by Glenn Sneider to approve the purchase of materials from Core & Main in the amount of \$101,429.35, Second by John Gilliland. Vote Unanimous (4-0), motion carried.**

**Motion by Glenn Sneider to approve the OUA Board Chairman and staff to execute project documents and issue the Notice to Proceed once the contractor provides the necessary pre-construction documentation. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 19 'State Road 78 West Water Main Improvements – Phase 1'** Executive Director Hayford discussed that initially the project by the Florida Department of Transportation (FDOT) was to include guard rail posts which impacted an existing 8-inch water main. Executive Director Hayford discussed that FDOT notified the OUA that the guard rails have been removed from this project and could be installed at a later date. Executive Director Hayford discussed that there is still the requirement to meet the demand of the Lakefront Estates Project. Executive Director Hayford discussed that the existing water mains (8-inch and 6-inch) will not meet the current demand as well as the growth from Bass Pro and Lakefront Estates. Executive Director Hayford discussed the project intent to remove the existing main and replace with either a 12-inch or 16-inch water main is still the focus. Executive Director Hayford discussed that the OUA is to provide the basic piping for the project. Executive Director Hayford discussed that the pre-purchase of the materials is to save on taxes, overhead and profit fees as well as guarantee the materials are available for construction. Executive Director discussed that during the design effort the developer for Lakefront Estates contacted the OUA concerning the upsizing of the piping to meet the demands of the project. After testing conducted by the engineer it was determined that the proposed 12-inch water main need to be upsized to 16-inch.

Executive Director Hayford discussed that staff prepared a Cost Sharing Agreement for both OUA and the Lake front Estates developer. There was a brief discussion. **Motion by Glenn Sneider to approve the purchase of materials for the project. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 20 ‘Taylor Creek Isles Septic to Sewer Improvement Project’** Executive Director Hayford discussed that Wind River Environmental, LLC. (dba Cookes Plumbing and Septic Services) submitted a bid for the TCI Septic to Sewer project in the amount of \$177,503.26. Executive Director Hayford discussed that the bid was accepted and a Notice of Award was issued to Cookes. The engineer, Craig A. Smith & Associates, Inc, has reviewed the items and submitted a recommendation to execute the agreement and issue the Notice to Proceed. **Motion by Glenn Sneider to accept the engineer’s recommendation and approve the execution of all documents by the Board Chairman and issue the Notice to Proceed. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 21 ‘Ozone Water Chiller Rental’** Executive Director Hayford discussed that the fresh water taken from the water main on the treatment plant site and used to cool down the ozone generators has been very warm lately. The water is above a temperature that efficiently cools the generators. Executive Director Hayford discussed that staff have been investigating a permanent fix to this issue. Executive Director Hayford discussed that staff engaged Trane Rental Services to provide a temporary chilling unit. Executive Director Hayford discussed that staff will continue to investigate a more permanent solution for pre-chilling the cool down water. Executive Director Hayford reviewed the rental agreement and a one-time charge for delivery, removal, and installation. There was a brief discussion. **Motion by Glenn Sneider to approve the monthly rental cost of \$5,000 per month and the additional setup charge of \$10,000 to Trane Rental Services. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 22 ‘Pine Ridge Park Remote Pit Controllers’** Executive Director Hayford discussed that the Pine Ridge Park Septic to Sewer Project is nearing completion. Executive Director Hayford discussed that the vacuum pits are near the roadside swales. The county has been actively cleaning or replacing culverts in the area to help the drainage system operate. Executive Director Hayford discussed that can be some flooding of the vacuum pits, when the lids are submerged. Executive Director Hayford discussed that there is a control mechanism in the pit and the unit needs to “breathe”, and when submerged the unit fails to operate. Executive Director Hayford discussed that staff was to move these controllers into air vents serving the vacuum pits, which were installed during construction. Executive Director Hayford discussed that if the controller is removed from the vacuum pit, flooding will not cause any problem. Executive Director Hayford reviewed a quote that staff received from FloVac for the parts needed and labor to install up to 58 remote controllers in the existing air vents. **Motion by Glann Sneider to approve the quote from FloVac, Inc in the amount of \$30,420. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 23 ‘Wastewater NW-15 Pump Station’** Executive Director Hayford discussed that NW-15 is the regional pump station that receives approximately 95% of the flow from OUA service heading to the Cemetery Road WWTF. Executive Director Hayford discussed that in 2025, SWSA Project will be coming online adding approximately another 500 homes to the approximate 4,500 connections that are now directed through NW-15. In late 2025 to early 2026 the

SWSA Project 3 will be coming online adding another 500-1,000 connections. Executive Director Hayford discussed that NW-15 is nearing 25 years old, therefore it is time to review the historic flows seen by the station as well as the future expected flows to be added. The engineering team for the SWSA Project as asked to put together a scope of work and fee schedule since the flow from the SWSA project will be the future flow impacting NW-15. There was a brief discussion. **Motion by Glenn Sneider to approve the additional work authorization provided by Sumner Engineering & Consulting, Inc. in the amount of \$48,090. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 24 ‘WW Pump Station SCADA Upgrades’** Executive Director Hayford discussed that several of the wastewater pump stations are monitored by a SCADA system. This system monitors power, wet well levels, long run times on pumps and generator status. Executive Director Hayford discussed that many of these units have been operational for more than 10 years. Executive Director Hayford discussed that it is time to overhaul and refurbish these stations. Locher Environmental technology, LLC has been the sole source SCADA provider for the Southeast region. Executive Director Hayford was asked to review the field SCADA stations and the main office unit located at the SWTP. Executive Director Hayford discussed the proposal provided by Locher Environmental technology, LLC. **Motion by Glenn Sneider to approve both proposals by Locher Environmental Technology, LLC in the amounts of \$47,797 and \$37,246. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 25 ‘Capital Connection Charge Review’** Executive Director Hayford discussed the OUA Board has approved a 75% reduction to the capital connection and installation charges paid by customers. Executive Director Hayford provided a recap of the connections made and the capital connection charges received by the OUA. The fees that would have been recovered if the rate were not set to the 75% reduction. Executive Director Hayford discussed that these fees are used for capital purchases, projects and/or debt reduction. Executive Director Hayford discussed that looking forward there is talk of developments happening in the near future. Executive Director reviews the difference in fees generated with and without the 75% reduction in fees. Executive Director Hayford discussed that each year the OUA Board has to vote on the rate reduction that is good for one year. The current rate reduction sunsets on September 30, 2024. Executive Director Hayford discussed that if the board takes no action, the reduction will sunset on October 1, 2024 the rates will revert to 100%. There was a brief discussion. **Motion by Glenn Sneider to allow the rate reduction to sunset on September 30, 2024. Second by Harry Moldenhauer.** Board Member Moldenhauer questioned what to do about future large projects coming on line and their rates. Executive Director Hayford explained that the board could elect to provide a rate reduction at the time of such a large project or change the structure of the current payment plans offered by the OUA. **Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 26 ‘OUA Legal Services’** Executive Director Hayford discussed that Mr. Conely has advised that he will be retiring as OUA Board Attorney. Executive Director Hayford discussed that a RFQ was prepared. **Motion by Glenn Sneider to approve the RFQ for legal services as presented, to advertise accordingly and bring responses back to the board for discussion. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 27 ‘Public Comments’** There were none.

**Chairperson Nelson addressed Agenda Item No. 28 ‘Items from the Attorney’** Attorney Conely discussed that authorization is needed to execute a Quit Claim Deed to the Culbreth Family Park LLC to



correct an easement. **Motion by Glenn Sneider to authorize the OUA Attorney to execute a Quit Claim Deed to Culbreth Family Park LLC to correct an error in an easement. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

Attorney Conely discussed that evaluation for the Executive Director were sent out. Attorney Conley discussed that as of the date of this meeting not all evaluations have been returned. Attorney Conely requests from the board to waive evaluations and issue the merit increase. **Motion by Glenn Sneider to waive evaluations for the Executive Director and approve the 3% increase per contract. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

**Chairperson Nelson addressed Agenda Item No. 29 ‘Items from the Executive Director’** Executive Director Hayford gave an update on current projects. Executive Director Hayford introduces Mr. Greg Kennedy, new Assistant Executive Director, to the board.

**Chairperson Nelson addressed Agenda Item No. 30 ‘Items from the Board’** Chairperson Nelson requested that the OUA participate in the Christmas Parade this year.

**There being no other business, meeting adjourned at 7:43 P.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.

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Chairperson

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Executive Director (Secretary)

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 7

SEPTEMBER 17, 2024

**UPDATE FROM OPERATIONS DIRECTOR**

# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 8

SEPTEMBER 17, 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:
  9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
  10. Invoice from Sumner Engineering & Consulting, Inc. – OSW 5<sup>th</sup> Avenue LPSS Design and Permitting
  11. Invoice from Hinterland Group, Inc. – SWSA Project 2
  12. Invoice from C2i Control Instruments, Inc. – PLC System Upgrade
  13. Invoice from Anderson Andre Consulting Engineers, Inc. – SWSA Project 2 Vacuum Collection System
  14. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
  15. Invoice from CHA – Vac Station #2 Generator Replacement
  16. Invoice from Thorn Run Partners
  17. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 9

SEPTEMBER 17, 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 \$17,015.95 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		\$17,015.95		\$310,346.53

**Staff recommends approval of this invoice in the amount of \$17,015.95 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

September 6, 2024

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

Invoice No. 1682

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	55.19%	\$154,181.23	\$151,815.28	\$2,365.95
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)	\$250,600.00	\$235,950.00	\$14,650.00
				<b>TOTAL:</b>	<b>\$17,015.95</b>

Total Purchase Order Amount: \$1,436,623.00  
Total Billed to Date: \$1,126,276.47  
**Total Billed this Invoice: \$ 17,015.95**

For services rendered August 4 - 31, 2024.

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 #** 1682  
**DATE** 09/06/2024  
**DUE DATE** 09/06/2024  
**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/06/2024	Hours - Sumner, Jeffrey M Pay app 15 review and markup	1:00	170.00	170.00
08/08/2024	Hours - Sumner, Jeffrey M CHA coordination, process RAI	2:00	170.00	340.00
08/09/2024	Hours - Sumner, Jeffrey M Pay app 15 review and markup	1:00	170.00	170.00
08/12/2024	Hours - Sumner, Jeffrey M RPR meeting	0:30	170.00	85.00
08/13/2024	Hours - Sumner, Jeffrey M RPR and sub coordination; pay app 15	1:00	170.00	170.00
08/20/2024	Hours - Sumner, Jeffrey M RFI coordination	1:00	170.00	170.00
08/27/2024	Hours - Sumner, Jeffrey M RFI coordination, review change request	1:00	170.00	170.00
08/29/2024	Hours - Sumner, Jeffrey M RPR coordination	0:30	170.00	85.00
09/06/2024	SWSA Project 2 SDC (CHA w/ 10% markup, see attached)			1,005.95

TOTAL OF NEW CHARGES 2,365.95



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

September 6, 2024  
 Project No: 001249.000  
 Invoice No: 1249-12

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 July 27, 2024 to August 23, 2024**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer 1					
Kaminski, Hunter	8/14/2024		1.00	85.00	85.00
	Reviewing submittal for the railings.				
Engineer 4					
Bortz, Stephanie	8/1/2024		.50	120.00	60.00
	282-002.03 Progress Meeting				
Bortz, Stephanie	8/5/2024		1.00	120.00	120.00
	282-002.03 Field Order RFI Response & Coordination				
Bortz, Stephanie	8/6/2024		1.00	120.00	120.00
	282-002.03 Review of Field Order No. 05 and Resubmittal of RFI Response				
Bortz, Stephanie	8/13/2024		1.00	120.00	120.00
	282-002.03 Project Coordination				
Bortz, Stephanie	8/14/2024		.50	120.00	60.00
	282-002.03 Shop Drawing Coordination for Truss Submittal				
Bortz, Stephanie	8/15/2024		2.00	120.00	240.00
	282-002.03 Embed Plate Coordination and Review of Field Install				
Bortz, Stephanie	8/20/2024		.50	120.00	60.00
	282-002.03 Shop Drawing Review				
Technician 4					
Crick, Jeff	8/19/2024		.50	99.00	49.50

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

Grading plan clarifications

Totals

8.00

914.50

**Total Labor**

**914.50**

**Billing Limits**

**Current**

**Prior**

**To-Date**

Total Billings

914.50

87,350.29

88,264.79

Limit

188,800.00

Remaining

100,535.21

**Total this Invoice**

**\$914.50**

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](mailto:remittances@chasolutions.com)

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



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 #** 1682

**DATE** 09/06/2024

**DUE DATE** 09/06/2024

**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/05/2024	Resident Project Representative:Inspector	4:30	100.00	450.00
08/07/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/08/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
08/09/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/12/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/13/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/14/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/15/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/16/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/19/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/20/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/21/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/22/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/23/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
08/26/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/27/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/28/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
08/29/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
08/30/2024	Resident Project Representative:Inspector	8:00	100.00	800.00

TOTAL OF NEW CHARGES 14,650.00  
 BALANCE DUE **\$14,650.00**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 10

AUGUST 20, 2024

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$21,179.60 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$325,840.00
Nov-23	1	Nov-23		\$22,808.80	\$316,926.20
Jan-24	2	Jan-24		\$35,842.40	\$281,083.80
Feb-24	3	Feb-24		\$9,775.20	\$271,308.60
Mar-24	4	Mar-24		\$13,033.60	\$258,275.00
Apr-24	5	Apr-24		\$16,292.00	\$241,983.00
May-24	6	May-24		\$14,662.80	\$227,320.20
Aug-24	7	Aug-24		\$9,775.20	\$217,545.00
Sep-24	8		\$21,179.60		\$196,365.40

**Staff recommends approval of this invoice in the amount of \$21,179.60 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

September 6, 2024

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

Invoice No. 1683  
SW 5<sup>th</sup> Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)  
**OUA Purchase Order No. 11129 / 11633**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	93%	\$184,605.00	\$184,605.00	\$0.00
D1 – VSS Design & Permitting	\$325,840	44%	\$143,369.60	\$122,190.00	\$21,179.60
				<b>TOTAL:</b>	<b>\$21,179.60</b>

Total Purchase Order Amount: \$524,340.00  
Total Billed to Date: \$318,199.40  
**Total Billed this Invoice: \$ 21,179.60**

For services rendered August 4 - 31, 2024.

**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 11**

**AUGUST 20, 2024**

**CONSENT AGENDA**

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

Please find attached invoice in the amounts of \$387,166.25 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	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		\$213,111.87			\$5,383,515.04
Jul-24	14	Jul-24			\$335,745.20	\$5,047,769.84
Aug-24	15	Aug-24			\$303,710.80	\$4,744,059.04
Sep-24	16		\$387,166.25	\$411,069.69		\$3,945,823.10

**Staff recommends approval of these invoice in the amounts of \$387,166.25 to Hinterland Group, Inc.**



September 10, 2024

Okeechobee Utility Authority  
100 SW 5<sup>th</sup> Avenue  
Okeechobee, FL 34974

**RE: SWSA Project 2 – Vacuum Collection System  
Hinterland Group, Inc. – Pay Application No. 16**

Mr. Hayford:

Please find attached Pay Application No. 16 for the above-referenced project, recommended for payment in the amount of \$387,166.25, which covers work confirmed to have been completed and materials stored for the period from August 1 – 31, 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**

<b>Owner:</b> <u>Okeechobee Utility Authority</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Sumner Engineering &amp; Consulting, Inc.</u>	<b>Engineer's Project No.:</b> <u>19-04.E</u>
<b>Contractor:</b> <u>Hinterland Group, Inc.</u>	<b>Contractor's Project No.:</b> <u>22-0234-00</u>
<b>Project:</b> <u>Southwest Wastewater Service Area - Project 2</u>	
<b>Contract:</b> <u>235-006.03</u>	
<b>Application No.:</b> <u>16</u>	<b>Application Date:</b> <u>8/30/2024</u>
<b>Application Period:</b> From <u>8/1/2024</u> to <u>8/30/2024</u>	

1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ 213,111.87
3. Current Contract Price (Line 1 + Line 2)	\$ 12,167,216.87
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 8,221,393.77
5. Retainage	
a. <u>5%</u> X <u>\$ 7,305,639.58</u> Work Completed	\$ 365,281.98
b. <u>5%</u> X <u>\$ 915,754.19</u> Stored Materials	\$ 45,787.71
c. Total Retainage (Line 5.a + Line 5.b)	\$ 411,069.69
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,810,324.08
7. Less previous payments (Line 6 from prior application)	\$7,423,157.83
8. Amount due this application	\$ 387,166.25
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 3,945,823.10

**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:** 9/10/2024

<b>Recommended by Engineer : Jeffrey M Sumner</b>	<b>Approved by Owner : Steven Nelson</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>President</u>	<b>Title:</b> <u>Chairman</u>
<b>Date:</b> <u>September 10, 2024</u>	<b>Date:</b> <u>September 17, 2024</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**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.: 16 Application Period: From 08/01/24 to 08/30/24 Application Date: 08/30/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Original Contract</b>								
<b>General</b>								
1	Mobilization	\$ 775,000.00	445,624.96	20,989.58		466,614.54	60%	308,385.46
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	89,100.00	5,250.00		94,350.00	90%	10,650.00
5	Existing Utility Location / Identification	\$ 30,000.00	25,500.00	1,500.00		27,000.00	90%	3,000.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	29,750.00	1,750.00		31,500.00	90%	3,500.00
<b>Vacuum Pump Station No. 4</b>								
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
<b>Vacuum Pump Station No. 5</b>								
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			91,250.00	25%	273,750.00
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.: 16 Application Period: From 08/01/24 to 08/30/24 Application Date: 08/30/24

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
<b>Restoration</b>								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
<b>Original Contract Totals</b>		<b>\$ 5,177,000.00</b>	<b>\$ 1,740,544.96</b>	<b>\$ 87,989.58</b>	<b>\$ 643,452.08</b>	<b>\$ 2,471,986.62</b>	<b>48%</b>	<b>\$ 2,705,013.38</b>
<b>Change Orders</b>								
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%	-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-





**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.: 16 Application Period: From 08/01/24 to 08/30/24 Application Date: 08/30/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
<b>Sanitary System</b>											
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	3.00	11,400.00	-	11,400.00	150%	(3,800.00)
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	69.00	862,500.00	12,500.00	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	20.00	284,000.00	116,688.70	400,688.70	60%	266,711.30
9c	Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	62	EA	\$ 13,000.00	806,000.00	49.00	637,000.00	96,195.43	733,195.43	91%	72,804.57
9d	Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	18	EA	\$ 14,700.00	264,600.00	12.00	176,400.00	23,080.51	199,480.51	75%	65,119.49
<b>Restoration</b>											
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	865.00	82,175.00	-	82,175.00	22%	297,825.00
12c	Asphalt Driveways	1,500	SY	\$ 65.00	97,500.00	325.00	21,125.00	-	21,125.00	22%	76,375.00
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
<b>Original Contract Totals</b>					<b>\$ 6,777,105.00</b>		<b>\$ 5,359,113.17</b>	<b>\$ 272,302.11</b>	<b>\$ 5,631,415.28</b>	<b>83%</b>	<b>\$ 1,145,689.72</b>
<b>Change Orders</b>											
					-		-		-		-
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	1.00	3,600.00	-	3,600.00	25%	10,800.00
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	-	-	-	-	0%	14,200.00





**CONSENT OF SURETY COMPANY**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

DOCUMENT G707

PROJECT:  
(name, address)

Bond No. 800103046

Southwest Wastewater Service Area Project No. 2  
Okeechobee, FL

ARCHITECT'S PROJECT NO:

TO: (Owner)

CONTRACT FOR:

Okeechobee Utility Authority

CONTRACTOR:

CONTRACT DATE:

Hinterland Group, Inc.

3/5/2023

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

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

SURETY COMPANY.

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

CONTRACTOR.

hereby approves of partial consent of surety in the amount of \$387,166.25  
relieve the Surety Company of any of its obligations to (insert name and address of owner)

to the Contractor shall not

# 22-0234-00 - OUA SWSA Project 2 Vacuum Collection System

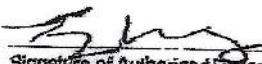
OWNER.

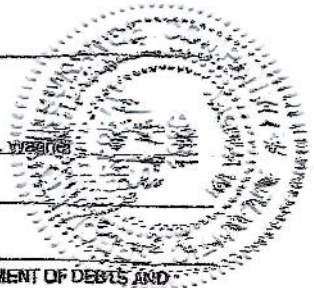
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 10th day of September, 2024

Atlantic Specialty Insurance Company  
Surety Company

  
Taylor D. Wagner  
Signature of Authorized Representative  
attorney in fact  
Title



Note: This form is to be used as a companion document to Document G708, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, current edition

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





# Power of Attorney

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

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

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

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

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

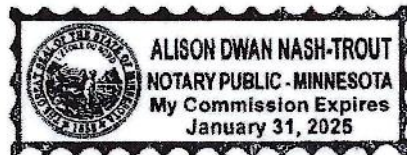
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

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



*Alison Nash-Trout*  
Notary Public

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

Signed and sealed. Dated 10th day of September 2024



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

**FINAL RELEASE OF LIEN**

The undersigned lienor, in consideration of the total payment in the amount of \$28,112.00.

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

and that all work has been completed. This constitutes a Final Release of Lien.

Property: OUA SWSA Project 2 Vacuum Collection System

Contractors Job: 22-0234-00

Dated on this 9th day of Sept. 2024.

J Herbert Corporation

(Lienor's Name)

Dawn Heid

(Signature)

DAWN HEID, ACCOUNT MANAGER

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

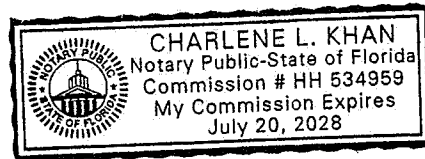
STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of  physical presence or  
[ ] online notarization this 9th day of Sept 2024 by Dawn Heid  
who is personally known to me  or has produced a [ ]  
as identification.

Notary Public Charlene L. Khan

My Commission Expires 7/20/28



# FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$21,099.48, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished, and that all work has been completed. This constitutes a Final Release of Lien.

Property: OUA SWSA Project 2 Vacuum Collection System

Contractors Job: 22-0234-00

Dated on this 28th day of August 2024.

T3 Custom Fabrication, Inc  
(Lienor's Name)

M. Bean Turner  
(Signature)

M. Bean Turner VP  
(Print Name & Title of Person Executing on Behalf of Lienor)

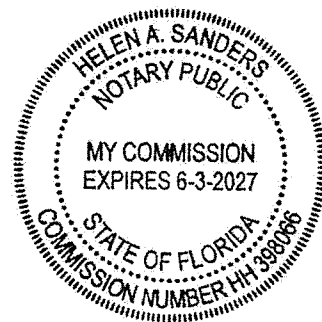
STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 3<sup>rd</sup> day of Sept 2024 by M. Bean Turner who is personally known to me  or has produced a  as identification.

Notary Public Helen A. Sanders

My Commission Expires 06/03/2027





**PARTIAL RELEASE OF LIEN**

The undersigned lienor, in consideration of the total payment in the amount of \$152,000.00.

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

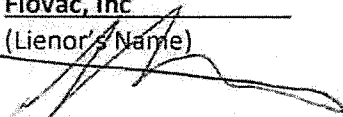
through: 08/13/24

For the following project: OUA SWSA Project Vacuum Collection System

Contractors Job #/Name: 22-0234-00

Dated on this 28th day of August, 2024.

Flovac, Inc  
(Lienor's Name)

  
(Signature)

Michael Pringle - CEO  
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF Florida

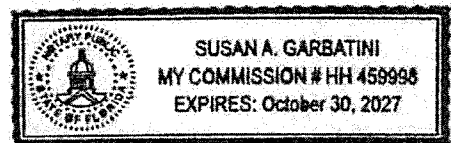
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of [] physical presence or [ ] online notarization this 3rd day of September, 2024 by Michael Pringle, who is personally known to me [] or has produced a [ ] \_\_\_\_\_ as identification.

Notary Public Susan A. Garbatini

My Commission Expires 10/30/2027

Provided Identification \_\_\_\_\_



# PARTIAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$7695.00.

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

through: 07/29/24

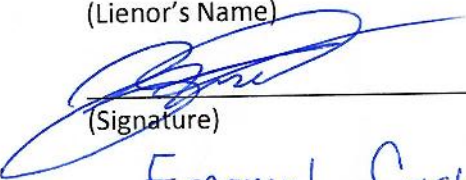
For the following project: OUA SWSA Project 2 Vacuum Collections System

Contractors Job #/Name: 22-0234-00

Dated on this 21st day of August, 2024.

Total Turf Land Svcs, LLC

(Lienor's Name)

  
\_\_\_\_\_  
(Signature)

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

STATE OF Fla.

COUNTY OF PBC

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 21st day of August, 2024 by Emanuel who is personally known to me [X] or has produced a [ ] as identification.

Notary Public Beth Marikos  
My Commission Expires \_\_\_\_\_  
Provided Identification \_\_\_\_\_





September 10, 2024

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

**RE: Southwest Wastewater Service Area (SWSA) Project 2  
Collection System and Pump Stations  
Monthly Status Report (August 1 - 31, 2024)**

Mr. Hayford:

This letter is intended to summarize activities completed from August 1 – 31, 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. Work performed in this period includes:

- Installed 5 VPAs on SW 18<sup>th</sup> Street.
- Installed 1 VPA on SW 37<sup>th</sup> Avenue.
- Installed 5 VPAs on SW 16<sup>th</sup> Street.
- Asphalt restoration and service lateral patching on SW 37<sup>th</sup> Ave, SW 19<sup>th</sup> and SW 20<sup>th</sup> Streets, and SW 24<sup>th</sup> Avenue.
- Replaced concrete driveways at 8 residential locations along SW 21<sup>st</sup> Street and 7 residential locations along SW 20<sup>th</sup> Street.
- Replaced concrete sidewalks and valley curb along SW 21<sup>st</sup> Street.
- Replaced concrete driveway at The Gathering Church on SW 24<sup>th</sup> Avenue.
- Continue grading and installing sod along roadways behind pipe crews.

#### **VACUUM STATION 4:**

- Modified and poured concrete equipment pad in basement.
- Tank and pumps delivered and installed in basement.
- Bridge crane delivered and installed.
- Electrical conduit work continues on interior.

#### **VACUUM STATION 5:**

- Well point pumping continued.
- Steel rebar installation for basement walls continued.
- Electrical conduit installation within basement wall forms continued.

- Prefab basement wall forms delivered to site.
- FPL installs temporary power service meter for site.

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







Tank placed on basement equipment pad at VPS #4.



Type B VPA installed on SW 15th Street at sta 105+92



Bridge Crane installed at VPS #4



Asphalt paving for driveway connector at VPS #4





Finishing concrete driveway for The Gathering Church on SW 24th Ave



Install Type B 14" at SW 18th Street at sta 111+29



Installing vent along SW 18th Street



Pouring concrete driveways on SW 24th Street

Hinterland Group Inc  
 OUA SWSA Project 2 Vacuum Collection System Updated Project Schedule  
 08.05.24

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Timeline																							
							3 Mar	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025	
0		<b>OUA SWSA Project 2 Vacuum Collection System</b>	<b>554 days</b>	<b>Wed 3/29/23</b>	<b>Mon 5/12/25</b>																									
1		NTP	1 day	Wed 3/29/23	Wed 3/29/23																									
2		Material Procurement	16 wks	Thu 3/30/23	Wed 7/19/23	1																								
3		Precon Video	3 days	Mon 5/1/23	Wed 5/3/23																									
4		Preliminary Site Investigation	42 days	Thu 3/30/23	Fri 5/26/23	1																								
5		Locates	3 days	Wed 5/24/23	Fri 5/26/23	6SS-3 days																								
6		Mobilization	5 days	Mon 5/29/23	Fri 6/2/23	3,4																								
7		<b>Vacuum Sewer Installation Phase I</b>	<b>392 days</b>	<b>Fri 6/2/23</b>	<b>Fri 11/29/24</b>	<b>3FS+7 days</b>																								
8		Install 6" Vacuum Main Along SW 16th Street from Sta 16+00 headed West	2 days	Fri 6/2/23	Mon 6/5/23	6FS-1 day																								
9		Install Vacuum Main Along SW 37th Ave	10 days	Tue 6/6/23	Mon 6/19/23	8																								
10		Install Vacuum Main Along SW 20th St From 37th to 34th	4 days	Tue 6/20/23	Fri 6/23/23	9																								
11		Install Vacuum Main Along SW 19th St From 37th to 34th	4 days	Mon 6/26/23	Thu 6/29/23	10																								
12		Install Vacuum Main Along SW 18th St From 37th to 34th	4 days	Fri 6/30/23	Wed 7/5/23	11																								
13		Install Vacuum Main Along SW 17th St From 37th to 34th	5 days	Thu 7/6/23	Wed 7/12/23	12																								
14		Install Vacuum Main Along SW 16th Street from Sta 16+00 headed East to SW 32nd Ave	2 days	Thu 7/6/23	Fri 7/7/23	13SS																								
15		Install Vacuum Main Along SW 16th Street from SW 32nd Ave to SW 24th Ave	9 days	Mon 7/10/23	Thu 7/20/23	14																								
16		Install Vacuum Main Along SW 32nd Ave	14 days	Fri 7/21/23	Wed 8/9/23	15																								
17		Install Vacuum Main Along SW 17th St from 32nd to 34th	4 days	Fri 7/21/23	Wed 7/26/23	16SS																								
18		Install Vacuum Main Along SW 18th St from 32nd to 34th	4 days	Thu 7/27/23	Tue 8/1/23	17																								
19		Install Vacuum Main Along SW 19th St from 32nd to 34th	4 days	Wed 8/2/23	Mon 8/7/23	18																								
20		Install Vacuum Main Along SW 20th St from 32nd to 34th	4 days	Tue 8/8/23	Fri 8/11/23	19																								
21		Install Vacuum Main Along SW 21st St from 32nd to 34th	4 days	Mon 8/14/23	Thu 8/17/23	20																								
22		Install Vacuum Main Along SW 22nd St from 32nd to 34th	2 days	Fri 8/18/23	Sat 8/19/23	21																								
23		Install Vacuum Main Along SW 23rd St from 32nd to 34th	2 days	Mon 8/21/23	Tue 8/22/23	22																								
24		Install Vacuum Main Along SW 28th Ave	7 days	Wed 8/23/23	Thu 8/31/23	23																								
25		Install Vacuum Main Along SW 16th Street from SW 24th Ave to SW 18th Ter	2 days	Fri 9/1/23	Mon 9/4/23	24																								
26		Install Vacuum Main Along SW 23rd Ter	4 days	Tue 9/5/23	Fri 9/8/23	25																								

















**OKECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 12

MARCH 19, 2024

**CONSENT AGENDA**

**INVOICE FROM C2i CONTROL INSTRUMENTS, INC – PLC SYSTEM UPGRADE**

Please find attached the invoice in the amount of \$129,140.00 submitted by C2i Control Instruments, Inc. Staff is aware of the work currently being done C2i Control Instruments, Inc. and is in agreement with this request.

**Staff recommends approval of this invoice in the amount of \$129,140.00 to C2i Control Instruments, Inc.**



NATIONWIDE SYSTEM INTEGRATION  
Providing solutions since 1962



5253 OAKDALE ROAD • SMYRNA, GEORGIA 30082  
MAILING ADDRESS: 4480H SOUTH COBB DRIVE • PMB 301 • SMYRNA, GA 30080-6984  
PHONE: 404/351-1085 • FAX: 404/794-5784 • EMAIL: admin@c2iinc.com

FLORIDA OPERATIONS OFFICE:  
23 S. DILLINGHAM AVENUE, STE. A  
KISSIMMEE, FL 34741  
PHONE: 404/351-1085

FIELD OFFICES: Georgia  
Florida  
Tennessee

**LETTER OF TRANSMITTAL**

TO:

Okeechobee Utility Authority/OUA
100 SW 5 <sup>th</sup> Avenue
Okeechobee, FL 34974

DATE: 08/30/2024	JOB NO. 1085
ATTENTION: Accounting	
RE: PO #11561	
OUA PLC System Upgrade	

WE ARE SENDING YOU  Attached  Under Separate Cover

via U.S. Mail the following items:

Shop Drawings  Prints  Copy of Letter  Other

COPIES	DATE	DESCRIPTION
1	08/31/24	Pay Application No. 1, August 2024

THESE ARE TRANSMITTED as checked below:

For Approval  For Your Use  As Requested  
 Please Return 1 Copy For Our Records

REMARKS:

COPY TO: \_\_\_\_\_

SIGNED: Karron Sikes  
Karron Sikes



MONTHLY PAY REQUEST - C2I #1085

To: OUA Control Instruments Inc.  
Okeechobee Utility Authority 4480H South Cobb Drive, PMB-301  
100 SW 5th Avenue Smyrna, GA 30080  
Okeechobee, FL 34974-4221

Project: OKEECHOBEE PLC REPLACEMENT Request # 1  
PO 11561

Period: August 1, 2024 To: August 31, 2024

Statement of Contract Amount:

1 Original Contract Amount		\$268,142.82
2 Approved Change Orders		\$0.00
3 Adjusted Contract Amount		\$268,142.82
4 Value of Work Completed to Date		\$129,140.00
5 Value of Approved Change Orders Completed		\$0.00
6 Total to Date		\$129,140.00
7 Less Amount Retained	0%	\$0.00
8 Total Less Retainage		\$129,140.00
9 Less Previous Pay Request		\$0.00
10 AMOUNT DUE THIS REQUEST		\$129,140.00

Certificate of the Subcontractor

I hereby certify that the work performed and the material supplied to date as shown on the above, represents the actual value of accomplishments under the terms of the contract (and all authorized changes thereto) between the undersigned and relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments, received from the contractor, to (1) all my subcontractors and (2) for this contract. All monies received from this request will be used for payment of labor, material, and services covered by this request. I further certify that I have complied with Federal, State, and Local Tax Laws including Social Security Laws, Unemployment Compensation Laws and Workman's Compensation Laws in so far as applicable to the performance of this contract.

Date: August 30, 2024

By:   
Karron Sikes  
Control Instruments Inc.

NOTE: A late fee of 1-1/2% per month will be applied to all over due invoices.

				ESTIMATE	1
				DATE	8/31/2024
		ESTIMATED	COMPLETED	PREVIOUS	TOTAL DUE
		VALUE	TO DATE	ESTIMATE	THIS ESTIMATE
		%			
<b>SERVICES</b>					
Administration	\$5,470.00	50%	\$2,735.00	\$0.00	\$2,735.00
<b>TOTAL</b>	<b>\$5,470.00</b>	<b>50%</b>	<b>\$2,735.00</b>	<b>\$0.00</b>	<b>\$2,735.00</b>
<b>PANEL EQUIPMENT:</b>					
Filter PLC Hardware	\$18,108.85	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$23,045.00	100%	\$23,045.00	\$0.00	\$23,045.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
Actiflo PLC Hardware	\$19,190.30	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$17,100.00	100%	\$17,100.00	\$0.00	\$17,100.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
MCP PLC Hardware	\$29,052.24	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$35,320.00	100%	\$35,320.00	\$0.00	\$35,320.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
Ozone Generator 1 PLC Hardware	\$12,854.29	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$12,945.00	100%	\$12,945.00	\$0.00	\$12,945.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
Ozone Generator 2 PLC Hardware	\$12,025.72	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$12,675.00	100%	\$12,675.00	\$0.00	\$12,675.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
Ozone Generator MC PLC Hardware	\$17,794.08	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$18,270.00	100%	\$18,270.00	\$0.00	\$18,270.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
GWTP PLC Hardware	\$9,742.54	0%	\$0.00	\$0.00	\$0.00
Software Programming	\$7,050.00	100%	\$7,050.00	\$0.00	\$7,050.00
Installation	\$2,500.00	0%	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$262,672.82</b>	<b>48%</b>	<b>\$126,405.00</b>	<b>\$0.00</b>	<b>\$126,405.00</b>
<b>PAY REQUEST SUMMARY</b>					
<b>SERVICES</b>	<b>\$5,470.00</b>	<b>0%</b>	<b>\$2,735.00</b>	<b>\$0.00</b>	<b>\$2,735.00</b>
<b>PANEL EQUIPMENT</b>	<b>\$262,672.82</b>	<b>48%</b>	<b>\$126,405.00</b>	<b>\$0.00</b>	<b>\$126,405.00</b>
<b>SUB-TOTALS</b>	<b>\$268,142.82</b>	<b>0%</b>	<b>\$129,140.00</b>	<b>\$0.00</b>	<b>\$129,140.00</b>
<b>TAXES</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$268,142.82</b>	<b>48%</b>	<b>\$129,140.00</b>	<b>\$0.00</b>	<b>\$129,140.00</b>



**CONTROL INSTRUMENTS, INC.**  
 5253 Oakdale Road, Smyrna, GA 30082  
 Phone 404/351-1085 • Fax: 404-794-5784

**Invoice**

Invoice Number 22012  
 Invoice Date 8/30/24  
 Page 1

**Remit To: 4480H SOUTH COBB DRIVE, #301  
 SMYRNA, GA 30080**

Sold To: Customer ID 1085OKE  
 OKEECHOBEE UTILITY AUTHORITY  
 100 SW 5TH AVE  
 OKEECHOBEE, FL 34974-4221

Ship to:  
 OKEECHOBEE UTILITY AUTHORITY  
 100 SW 5TH AVE  
 OKEECHOBEE, FL 34974-4221

Customer PO	Shipping Method	Payment Terms	Ship Date	Due Date
11561	C2I	Net 30 Days	8/30/24	9/29/24

Quantity	Item	Description	Unit Price	Amount
		PAY APPLICATION NO. 1, AUGUST 2024:		
1.00		SERVICES: ADMINISTRATION	2,735.00	2,735.00
		PANEL EQUIPMENT:		
1.00		AFILTER PLC - SOFTWARE PROGRAMMING	23,045.00	23,045.00
1.00		ACTIFLO PLC SOFTWARE PROGRAMMING	17,100.00	17,100.00
1.00		MCP PLC - SOFTWARE PROGRAMMING	35,320.00	35,320.00
1.00		OZONE GENERATOR 1 - SOFTWARE PROGRAMMING	12,945.00	12,945.00
1.00		OZONE GENERATOR 2 - SOFTWARE PROGRAMMING	12,675.00	12,675.00
1.00		OZONE GENERATORE MC - SOFTWARE PROGRAMMING	18,270.00	18,270.00
1.00		GWTP - SOFTWARE PROGRAMMING	7,050.00	7,050.00

Subtotal 129,140.00  
 Sales Tax  
 Total Invoice Amount 129,140.00  
**TOTAL 129,140.00**

**NOTE: A late fee of 1 1/2% per month will be applied to all over due invoices.**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 13

AUGUST 20, 2024

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$10,025.00 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		\$10,025.00		\$42,170.50

**Staff recommends approval of this invoice in the amount of \$10,025.00 to Anderson Andre Consulting Engineers, Inc.**



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue  
Port St. Lucie, Florida 34983

# INVOICE

Invoice No: A24-4567  
Invoice Date: August 29, 2024  
AACE 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 #10 - Services Provided from July 13, 2024 through August 23, 2024  
P.O. No. 11548

Engineering Technician;

• 07/15/24 - 9 hours @ \$65.00/hr.....	\$585.00
• 07/16/24 - 8 hours @ \$65.00/hr.....	\$520.00
• 07/17/24 - 6.5 hours @ \$65.00/hr.....	\$422.50
• 07/18/24 - 8 hours @ \$65.00/hr.....	\$520.00
• 07/23/24 - 7.5 hours @ \$65.00/hr.....	\$487.50
• 07/24/24 - 7.5 hours @ \$65.00/hr.....	\$487.50
• 07/25/24 - 8 hours @ \$65.00/hr.....	\$520.00
• 07/26/24 - 7 hours @ \$65.00/hr.....	\$455.00
• 08/01/24 - 6.5 hours @ \$65.00/hr.....	\$422.50
• 08/02/24 - 7.5 hours @ \$65.00/hr.....	\$487.50
• 08/09/24 - 5 hours @ \$65.00/hr.....	\$325.00
• 08/16/24 - 5.5 hours @ \$65.00/hr.....	\$357.50
• 08/19/24 - 6 hours @ \$65.00/hr.....	\$390.00
• 08/20/24 - 7.5 hours @ \$65.00/hr.....	\$487.50
• 08/21/24 - 5.5 hours @ \$65.00/hr.....	\$357.50
• 08/22/24 - 4 hours @ \$65.00/hr.....	\$260.00
• 08/23/24 - 7 hours @ \$65.00/hr.....	\$455.00
<b>Subtotal:.....</b>	<b>\$7,540.00</b>

Compressive Strength Testing of Concrete;

• 07/09/23 - 1 set of cylinders @ \$95.00/set.....	\$95.00
• 07/10/23 - 2 sets of cylinders @ \$95.00/set.....	\$190.00
• 08/02/23 - 1 set of cylinders @ \$95.00/set.....	\$95.00
<b>Subtotal:.....</b>	<b>\$380.00</b>

Trip Charges;

• 17 trip charges @ \$75.00/trip.....	\$1,275.00
<b>Subtotal:.....</b>	<b>\$1,275.00</b>

Professional/Administrative Man-Hours;

• Sr. Project Engineer; 4 hours @ \$145.00/hour.....	\$580.00
• Technical Secretary; 5 hours @ \$50.00/hour.....	\$250.00
<b>Subtotal:.....</b>	<b>\$830.00</b>

**TOTAL INVOICE AMOUNT . . . . . \$10,025.00**

Original P.O. Amount:.....	\$37,985.00
Change Order CO-1 Amount . . . .	\$104,675.00
Previously Invoiced:.....	<-\$90,464.50>
Amount This Invoice:.....	<-\$10,025.00>
Budget Remaining:.....	\$42,170.50

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. 14

AUGUST 20, 2024

**CONSENT AGENDA**

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

Please find attached invoice in the amount of \$12,011.80 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		\$12,011.80		\$201,050.00

**Staff recommends approval of this invoice in the amount of \$12,011.80 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:** September 10, 2024  
**INVOICE #:** 11726-8  
**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:	\$	146,667.20
This Invoice Amount:	\$	12,011.80
Remaining Balance:	\$	201,050.00

**THIS INVOICE AMOUNT:** \$ 12,011.80

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:** September 10, 2024  
**INVOICE #:** 11726-8  
**Billing Through:** 8/31/2024

**Task 5 - Permitting**

Peter Van Sickle Associate Engineer \$160

Date	Comment(s)	Hours
08/20/2024	Permitting work	2
08/21/2024	Permitting work	2
08/22/2024	Permitting work	4
08/26/2024	Permitting coordination	3
08/29/2024	Permitting Coordination	2
<b>Total Hours</b>		13
		<b>\$ 2,080.00</b>

Christine Miranda Associate Engineer \$250

Date	Comment(s)	Hours
08/02/2024	1.5 hrs - submit FDOT permit	1.5
<b>Total Hours</b>		1.5
		<b>\$ 375.00</b>

Kristin Fecko Associate Engineer \$160

Date	Comment(s)	Hours
<b>Total Hours</b>		0
		<b>\$ -</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 15

AUGUST 20, 2024

**CONSENT AGENDA**

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

Please find attached invoice in the amounts of \$37,743.50 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		\$37,743.50		\$576,886.94

**Staff recommends approval of these invoice in the amounts of \$37,743.50 to Hinterland Group, Inc.**



September 10<sup>th</sup>, 2024  
235-006.03

(Sent via email to [jhayford@ouafl.com](mailto: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. 21  
Pine Ridge Park Utility System Improvements

Enclosed is revised Payment Application and Certificate No. 21 for the above referenced project from Hinterland Group, Inc. **We recommend funding the requested hard cost amount of \$37,743.50 as payment for work completed from August 6<sup>th</sup>, 2024, through September 9<sup>th</sup>, 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 29 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 16<sup>th</sup>, 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

September 10, 2024

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Bortz". The signature is stylized with a large, sweeping initial 'S'.

Stephanie Bortz, E.I.

Encl.


\\cha-llp.com\proj\Projects\CSFL122\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Pay Requests\Pay App #21\Pay App #21.docx

**PAYMENT APPLICATION AND CERTIFICATE  
SIGNATURE PAGE**

**APPLICATION NUMBER 21**

**DATE** September 10<sup>th</sup>, 2024 **PROJECT NUMBER** 235-006.03  
**PERIOD FROM** August 6<sup>th</sup>, 2024 **TO** September 9<sup>th</sup>, 2024  
**PROJECT NAME** Pine Ridge Park Utility Improvements  
**CONTRACTOR** Hinterland Group, Inc.

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

CHA Consulting, Inc.  Date \_\_\_\_\_  
Owner \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGMENT OF PAYMENT**

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

Contractor Hinterland Group, Inc.

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

By Mr. Joshua Ramirez

Title: Project Manager

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**PAYMENT APPLICATION AND CERTIFICATE**

Date: \_\_\_\_\_ Project No: \_\_\_\_\_  
Application No: \_\_\_\_\_ Period From \_\_\_\_\_ To \_\_\_\_\_  
Project: \_\_\_\_\_  
To Owner: \_\_\_\_\_  
From Contractor: \_\_\_\_\_  
Thru Engineer: \_\_\_\_\_

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

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies:

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

Josh Ramirez

Contractor

9/10/2024

Date

Payment of the amount in  
Line 9 is recommended.

\_\_\_\_\_  
Project Representative

\_\_\_\_\_  
Date

**APPLICATION AND CERTIFICATION FOR PAYMENT**

*AIA DOCUMENT G702*

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

PROJECT: **PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **21**

APPLICATION DATE: **September 9, 2024**

PERIOD FROM: **August 6, 2024**

PERIOD TO: **September 9, 2024**

REVISION:

CONTRACT NO.: **235-006.03**

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

FROM CONTRACTOR:

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

**CONTRACTOR'S APPLICATION FOR PAYMENT**


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

1. ORIGINAL CONTRACT SUM	\$	<u>5,143,000.00</u>
2. Net change by Change Orders	\$	<u>(43,456.66)</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>5,099,543.34</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>4,760,690.95</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>235,784.55</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>2,250.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>238,034.55</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$4,522,656.40</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>4,484,912.90</u>
8. CURRENT PAYMENT DUE	\$	<u>37,743.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>576,886.94</u>
(Line 3 less Line 6)		

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

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

CONTRACTOR: HINTERLAND GROUP, INC.

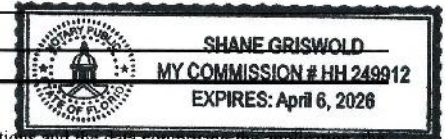
By:  Date: 9/10/2024  
Josh Ramirez, Project Manager

State of: Florida County of: Palm Beach

Subscribed and sworn to before me this 10 day of September, 2024

Notary Public: 

My Commission expires: \_\_\_\_\_



**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED . . . . \$ \_\_\_\_\_

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

ENGINEER/ARCHITECT:

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

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

**SCHEDULE OF VALUES**

AIA DOCUMENT G703

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

CONTRACT: 235-006.03

APPLICATION NO: 20

PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION DATE: 8/7/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/5/2024

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO.: 235-006.03

CONTRACT NO.: 22-0039-00

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+I)	L % (K - F)	M BALANCE TO FINISH (F - K)	N TOTAL RETAINAGE  5.00%
							QTY	AMOUNT (G + H)	QTY	AMOUNT					
							QTY TO DATE								
<b>GENERAL</b>															
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00	1,000	\$316,000.00		\$0.00		\$0.00	100%	\$0.00	\$15,800.00
2		Indemnification	1	LS	\$ 51,500.00	\$51,500.00	1,000	\$51,500.00		\$0.00		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	100%	\$0.00	\$513.00
<b>SANITARY SYSTEM</b>															
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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	100%	\$0.00	\$1,539.00
<b>Furnish and install vacuum pump station with equipment, complete</b>															
10a		Mobilization	1	LS	\$ 50,140.00	\$50,140.00	1	\$50,140.00		\$0.00		\$0.00	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		\$0.00	100%	\$0.00	\$3,250.00
10c		Building Shell	1	LS	\$ 340,000.00	\$340,000.00	1	\$340,000.00		\$0.00		\$0.00	100%	\$0.00	\$17,000.00
10d		Finish Roofing	1	LS	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$0.00		\$0.00	100%	\$0.00	\$1,750.00
10e		Gutters	1	LS	\$ 12,000.00	\$12,000.00	1	\$12,000.00		\$0.00		\$0.00	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	95%	\$2,000.00	\$1,900.00
		Generator (Furnish Only)	1	LS	\$ 125,000.00	\$125,000.00	0	\$0.00		\$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		\$0.00	100%	\$0.00	\$11,750.00
10h		Flovec System (Furnish Only)	1	LS	\$ 481,000.00	\$481,000.00	1	\$481,000.00		\$0.00		\$0.00	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		\$0.00	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		\$0.00	100%	\$0.00	\$2,750.00
10k		HVAC	1	LS	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$0.00		\$0.00	100%	\$0.00	\$1,750.00
10l		Louvers and Metalwork	1	LS	\$ 45,000.00	\$45,000.00	1	\$45,000.00		\$0.00		\$0.00	100%	\$0.00	\$2,250.00
10m		Order Control	1	LS	\$ 15,000.00	\$15,000.00	1	\$15,000.00		\$0.00		\$0.00	100%	\$0.00	\$750.00
10n		General Plumbing	1	LS	\$ 12,000.00	\$12,000.00	1	\$12,000.00		\$0.00		\$0.00	100%	\$0.00	\$600.00
10o		Bathroom	1	LS	\$ 15,000.00	\$15,000.00	1	\$15,000.00		\$0.00		\$0.00	100%	\$0.00	\$750.00
10p		Doors	1	LS	\$ 25,000.00	\$25,000.00	1	\$25,000.00		\$0.00		\$0.00	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		\$0.00	0.9875	\$0.00	99%	\$1,562.50	\$6,171.88
<b>OUA Vacuum Building Breakdown Total</b>															
11		Abandon septic tanks, complete	111	EA	\$ 1,370.00	\$152,070.00		\$0.00		\$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		\$0.00	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		\$0.00	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		\$0.00	0%	\$6,975.00	\$0.00
<b>WATER SYSTEM</b>															
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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	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: 20  
APPLICATION DATE: 8/7/2024  
PERIOD TO: 8/9/2024  
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		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 TO DATE
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00	
23		Furnish and install ductile iron compact fittings with reaction blocking or thrust restraints, complete	1.5	TN	\$ 18,200.00	\$27,300.00	1.4	\$25,480.00		\$0.00	1.4	\$0.00	93%	\$1,820.00	\$1,274.00	
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00	310	\$4,805.00		\$0.00	310	\$0.00	100%	\$0.00	\$240.25	
		<b>RESTORATION</b>														
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00	11000	\$31,350.00		\$0.00	11000	\$0.00	100%	\$0.00	\$1,567.50	
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00	147	\$8,379.00		\$0.00	147	\$0.00	45%	\$10,431.00	\$418.95	
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00	1643.78	\$121,804.10		\$0.00	1643.78	\$0.00	89%	\$14,539.90	\$6,090.20	
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00	814	\$18,559.20		\$0.00	814	\$0.00	68%	\$8,800.80	\$927.96	
29		Asphalt Road Patch, complete	1,850	SY	\$ 25.30	\$46,805.00	1850	\$46,805.00		\$0.00	1850	\$0.00	100%	\$0.00	\$2,340.25	
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00	2	\$1,710.00		\$0.00	2	\$0.00	29%	\$4,275.00	\$85.50	
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	0%	\$10,000.00	\$0.00	
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00	32.46%	\$129,844.50		\$0.00	0.32461125	\$0.00	32%	\$270,155.50	\$6,492.23	
		<b>Change Orders</b>														
CO#1 -1		Removal of all septic tank abandonments. This affects Bid Item No. 11	1.00	LS	-\$152,070.00	-\$152,070.00		\$0.00		\$0.00	0	\$0.00	0%	-\$152,070.00	\$0.00	
CO#1 -2		Removal of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	1.00	LS	-\$342,435.00	-\$342,435.00		\$0.00		\$0.00	0	\$0.00	0%	-\$342,435.00	\$0.00	
CO#1 -3		Removal of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	1.00	LS	-\$191,260.00	-\$191,260.00		\$0.00		\$0.00	0	\$0.00	0%	-\$191,260.00	\$0.00	
CO#1 -4		Removal of all well disconnections. This affects Bid Item No. 22.	1.00	LS	-\$19,240.00	-\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	-\$19,240.00	\$0.00	
CO#1 -5		Reduction of Bid Items No. 1 through 6 as a result of work being removed in items 1 through 5 above.	1.00	LS	-\$7,120.05	-\$7,120.05		\$0.00		\$0.00	0	\$0.00	0%	-\$7,120.05	\$0.00	
CO#2 -1		Addition of Bid Items No. 1 though 6 as a result of work being added in items 2 through 5 below.	1.00	LS	\$7,120.05	\$7,120.05	1	\$7,120.05		\$0.00	1	\$0.00	100%	\$0.00	\$356.00	
CO#2 -2		Addition of all septic tank abandonments. This affects Bid Item No. 11	111.00	EA	\$1,370.00	\$152,070.00		\$0.00	29	\$39,730.00	29	\$45,000.00	56%	\$67,340.00	\$4,236.50	
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		\$0.00	145	\$0.00	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		\$0.00	97	\$0.00	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		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00	
CO#3		Deductive Change Order for Generator	1.00	LS	-\$150,274.26	-\$150,274.26		\$0.00		\$0.00	0	\$0.00	0%	-\$150,274.26	\$0.00	
		<b>TOTAL</b>				<b>\$5,099,543.34</b>		<b>\$4,675,960.95</b>		<b>\$39,730.00</b>		<b>\$45,000.00</b>		<b>\$4,760,690.95</b>	<b>\$338,852.39</b>	
		<b>BID ALTERNATE ITEMS</b>														
1A		Furnish and install 2-inch HDPE water main via directional drill, inclusive of all fittings, transition pieces, appurtenances; set up, mobilization, and demobilization	3,460	LF	\$ 17.20	\$59,512.00		\$0.00		\$0.00	0	\$0.00	0%	\$59,512.00	\$0.00	
2A-a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,120.00	\$4,480.00		\$0.00		\$0.00	0	\$0.00	0%	\$4,480.00	\$0.00	
2A-b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,915.00	\$7,660.00		\$0.00		\$0.00	0	\$0.00	0%	\$7,660.00	\$0.00	
2A-c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,710.00	\$41,040.00		\$0.00		\$0.00	0	\$0.00	0%	\$41,040.00	\$0.00	
2A-d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,845.00	\$68,280.00		\$0.00		\$0.00	0	\$0.00	0%	\$68,280.00	\$0.00	
3A		Deductive Alternate for providing an Alternate Generator System/ Manufacturer meeting the requirements of specifications Section 16204T. (Value accounted for under G702)	1	LS	\$ 150,274.26	\$150,274.26		\$0.00		\$0.00	0	\$0.00	0%	\$150,274.26	\$0.00	













**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 16

SEPTEMBER 17, 2024

**CONSENT AGENDA**

**INVOICE FROM CHA – VAC STATION #2 GENERATOR REPLACEMENT**

Please find attached invoice in the amounts of \$7,896.00 submitted by CHA. Staff is aware of the work currently being done CHA and is in agreement with this request.

**Staff recommends approval of this invoice in the amounts of \$7,896.00 to CHA.**





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

September 6, 2024  
 Project No: 083820.000  
 Invoice No: 83820-08

Project 083820.000 Vac. PS #2 (Taylor Creek) Generator Replacement  
**Professional Services from May 4, 2024 to August 23, 2024**

Phase 0001000 Design

Total Current Billing	45,300.00			
Percent Complete	88.00	Total Earned	39,864.00	
		Previous Fee Billing	31,968.00	
		Current Fee Billing	7,896.00	
		<b>Total Current Billing</b>		<b>7,896.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	7,896.00	31,968.00	39,864.00
Limit			45,300.00
Remaining			5,436.00

Phase 0002000 Services During Construction

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

**Total this Invoice \$7,896.00**

**Billings to Date**

	Current	Prior	Total
Fee	7,896.00	31,968.00	39,864.00
<b>Totals</b>	<b>7,896.00</b>	<b>31,968.00</b>	<b>39,864.00</b>

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. 17

AUGUST 20, 2024

**CONSENT AGENDA**

**INVOICE FROM THORN RUN PARTNERS**

Please see attached the Thorn Run Partners monthly invoice.

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

# THORN RUN PARTNERS



# INVOICE

Date 9/1/2024  
Invoice No. 323286

**Bill To**

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

PO NUMBER	0000011647
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	September 2024

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

<b>Remittance Information</b>
For billing inquiries please email <a href="mailto:trpadmin@thornrun.com">trpadmin@thornrun.com</a>
<b>Remittance Information</b>
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
<b>Payment Options</b>
We accept wire and ACH. For more information: Email: <a href="mailto:trpadmin@thornrun.com">trpadmin@thornrun.com</a> Phone: +1 (202) 688-0222 Online Payment Link: <a href="https://app01.us.bill.com/p/thornrunpartners">https://app01.us.bill.com/p/thornrunpartners</a>
<b>TAX ID</b>
<b>FEIN: 27-1541515</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 18

AUGUST 20, 2024

**CONSENT AGENDA**

**INVOICE FROM MACVICAR CONSULTING, INC.**

Please see attached the MacVicar Consulting Inc. invoice.

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



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

# Invoice

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

DATE	INVOICE #
9/3/2024	202409012

PROJECT
<b>540.01-LOSOM Support</b>

DESCRIPTION	AMOUNT
Support for the month of August 2024	250.00
<b>Total</b>	<b>\$250.00</b>

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 19

AUGUST 20, 2024

### FINANCE REPORT

At the end of August 2024, cumulated operating revenue were \$12,051,117 compare to YTD budget of \$11,853,254 resulting in the achievement of 101.7% of YTD budget or an overage of \$197,863. In addition to the favorable difference reported this financial period, the cumulative revenue of \$12,051,117, is above prior year YTD revenue for the same period of \$11,615,345 by 3.8%.

Factors' contributing to the cumulative achievement in revenue includes:

- Favorable variance in YTD Water Utility Revenue of \$110,472.
- Favorable variance in other Revenue of \$136,231 (refer to page 16).

Although, wastewater revenue is marginally below budget, the graph displayed on page 7, shows a general increase in trend when compared to the past five years.

YTD operating expenditures were \$7,672,927 compare to YTD expense budget of \$9,310,879 achieving a favorable variance of 17.6% or \$1,637,952. With another month remaining to the end of the fiscal year, staff projects to end the fiscal year with a favorable variance despite the inclusion of yearend entries during the month of September.

Non-operating expenses of \$2,871,396 which comprise of depreciation and loan interest are marginally behind the budget of \$2,906,637 yielding a favorable variance of 1.2% or \$35,241.

YTD restricted revenue of \$643,788 is 65.3% above YTD budget of \$389,482 due to:

1. YTD Infill revenue from water and wastewater were \$70,166 and \$118,761 respectively compare to budget of \$41,484 and \$86,035. With the planned discontinuation of discount on infill starting October 1, 2024, a significant jump in these figures are expected in the coming month – September.
2. YTD interest revenue of \$362,666 were achieved compare to budget of \$174,874. Interest variance is due to the governments prolong high-interest rate policy in an attempt to curtail inflation.

# **Okeechobee Utility Authority**

## **Finance Report**

### **Fiscal Year 2024**

**As of                      The Period Ending                      August 31, 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	% Variance (FY 24 vs Bud. FY24)	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY24 vs Bud FY24)	Actual YTD FY 23	Actual YTD FY 24	Budget YTD FY24	% Variance (FY 24 vs Bud FY 24)	
Oct-23	987,911	1,022,513	1,077,569	-5.1%	520,371	611,379	846,444	27.8%	19,502	81,184	35,407	129.3%	45,777
Nov-23	2,059,168	2,139,931	2,155,137	-0.7%	1,096,709	1,298,675	1,692,887	23.3%	32,695	129,606	70,815	83.0%	58,791
Dec-23	2,999,688	3,149,387	3,232,706	-2.6%	1,651,692	1,943,534	2,539,331	23.5%	50,228	182,788	106,222	72.1%	76,566
Jan-24	4,102,770	4,261,564	4,310,274	-1.1%	2,246,263	2,608,920	3,385,774	22.9%	98,649	246,293	141,630	73.9%	104,663
Feb-24	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%	254,307
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%	254,307
Sep-24													

Respectfully,

\_\_\_\_\_  
Lauriston Hamilton

**Okeechobee Utility Authority**  
**FY 2024 Finance Report for August 31, 2024**  
**The Period Ending**

**OPERATING REVENUE FUND**

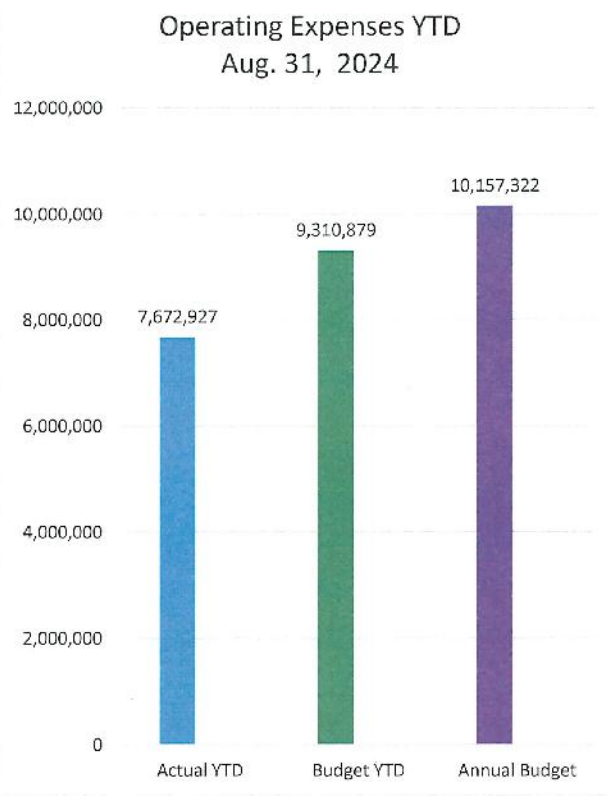
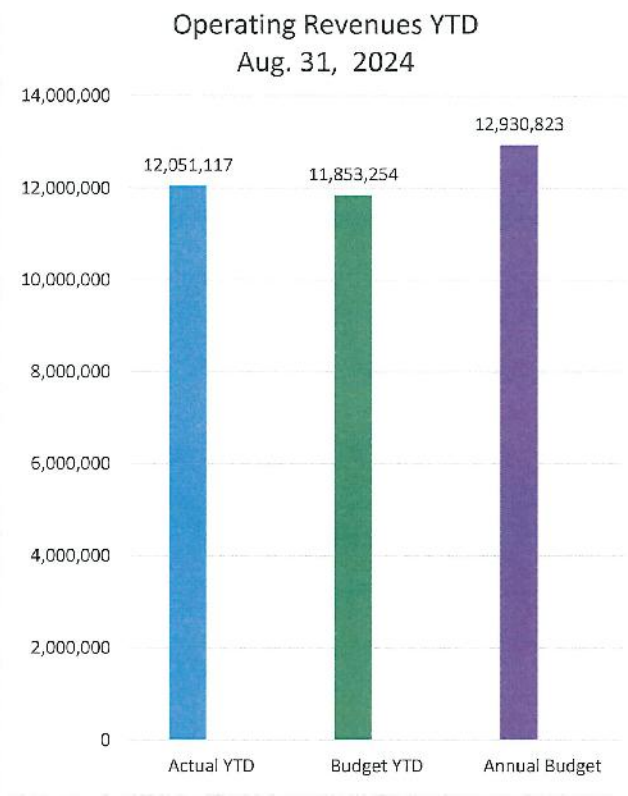
	<u>Actual YTD</u>	<u>Budget YTD</u>	<u>\$ Variance</u>	<u>% Variance</u>
<b>OPERATING REVENUE:</b>				
Water	\$ 7,154,717	\$ 7,044,245	\$ 110,472	1.6%
Sewer	\$ 4,323,139	4,371,979	(48,840)	-1.1%
Other Operating Revenue (see detail on page 16)	\$ 573,261	437,030	136,231	31.2%
Total Operating Revenue Received	<u>\$ 12,051,117</u>	<u>\$ 11,853,254</u>	<u>\$ 197,863</u>	<u>1.7%</u>
<b>OPERATING EXPENSES:</b>				
Water	\$ 1,735,292	\$ 2,057,677	\$ 322,386	15.7%
Wastewater	\$ 1,133,651	1,241,726	108,076	8.7%
Meter Readers	\$ 295,773	339,224	43,451	12.8%
Maintenance	\$ 2,301,234	2,706,877	405,643	15.0%
Administration Operating	\$ 1,317,421	1,562,376	244,955	15.7%
General & Admin.	\$ 889,557	1,102,998	213,442	19.4%
Contingency Expense	\$ -	300,000	300,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 7,672,927</u>	<u>\$ 9,310,879</u>	<u>\$ 1,637,952</u>	<u>17.6%</u>
<b>Net Operating Income</b>	<u>\$ 4,378,191</u>	<u>\$ 2,542,376</u>	<u>\$ 1,835,815</u>	<u>72.2%</u>

**RESTRICTED REVENUE FUNDS**

<b>RESTRICTED REVENUE FUNDS RECEIVED:</b>				
Fire Hydrant Fund Fee	\$ 92,196	\$ 87,089	\$ 5,107	5.9%
Water CC Fees (infill)	\$ 70,166	41,484	28,682	69.1%
WW CC Fees (infill)	\$ 118,761	86,035	32,726	38.0%
Operating Account Interest	\$ 299,950	124,824	175,126	140.3%
Payroll Account Interest	\$ 4,682	2,206	2,476	112.2%
Restricted Interest Income	\$ 58,034	47,844	10,191	21.3%
<b>TOTAL RESTRICTED REVENUE (1) (2)</b>	<u>\$ 643,788</u>	<u>\$ 389,482</u>	<u>\$ 254,307</u>	<u>65.3%</u>
<b>NON-OPERATING EXPENSES:</b>				
<b>Debt service interest expense</b>	\$279,448	\$351,170	71,721	20.4%
<b>Non-cash depreciation &amp; amortization</b>	\$2,591,948	\$2,555,468	(36,480)	-1.4%
	<u>\$2,871,396</u>	<u>\$2,906,637</u>	<u>35,241</u>	<u>1.2%</u>
<b>NET REVENUE BEFORE ITEMS BELOW</b>	<u>\$ 2,150,583</u>	<u>\$ 25,220</u>	<u>\$ 2,054,880</u>	<u>8147.7%</u>

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

	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$1,803,630	\$11,793,240	
(2) Contributed capital of:	\$3,207	\$20,145	
(3) Debt service principal payments of:	\$1,072,376	\$2,153,619	
(4) Net Construction In Progress (CIP) Expenditures of:	\$21,871,996	\$11,548,847	



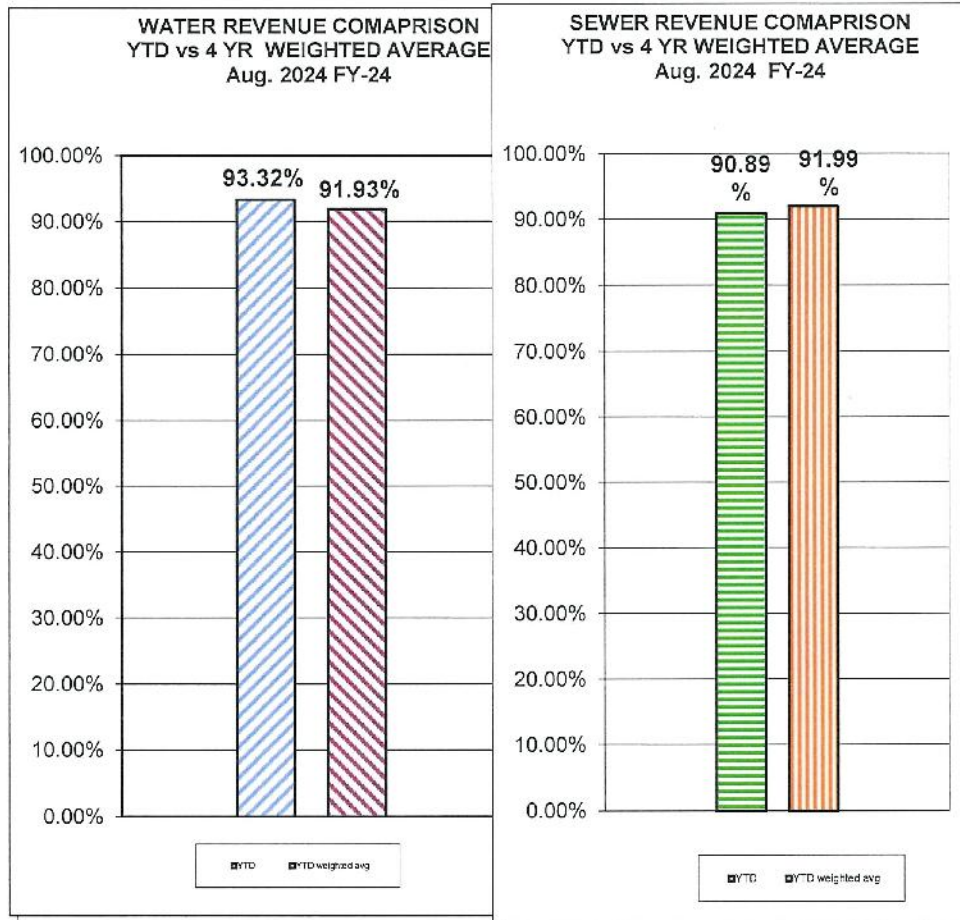
**Current FY-24 Water and Sewer Utility Revenue**  
**Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)**

<b>WATER UTILITY REVENUE:</b>				<b>Monthly \$ Difference From 4 Year Weighted Average of</b>	<b>% Current YTD Budget</b>	<b>4 Yr Weighted Average %</b>
<b>Period</b>	<b>YTD</b>		<b>\$ 6,657,165</b>	<b>Water Revenue</b>	<b>\$7,666,630</b>	
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	\$ 59,675	93.32%	91.93%	
Sep.		-	\$ -	0.00%	100.00%	

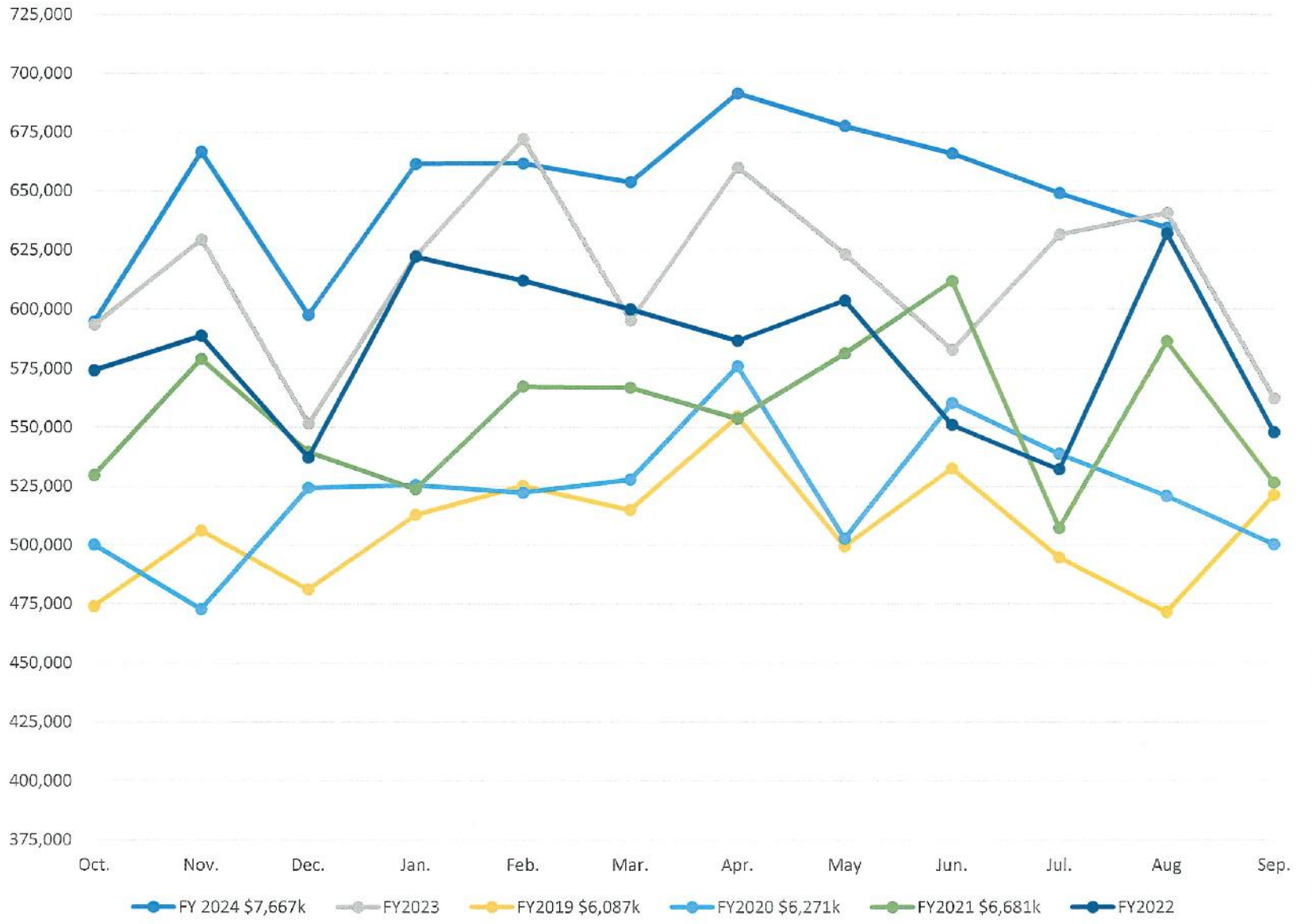
  

<b>SEWER UTILITY REVENUE:</b>				<b>Monthly \$ Difference From 4 Year Weighted Average of</b>	<b>% Current YTD To Budgeted Sewer Revenue</b>	
			<b>\$ 4,078,267</b>	<b>\$4,756,702</b>		
Oct.	\$ 366,276	\$ 366,276	\$ 35,300	7.70%	8.12%	
Nov.	\$ 404,437	\$ 770,713	\$ 65,380	16.20%	16.41%	
Dec.	\$ 364,433	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.		-	\$ -	0.00%	100.00%	

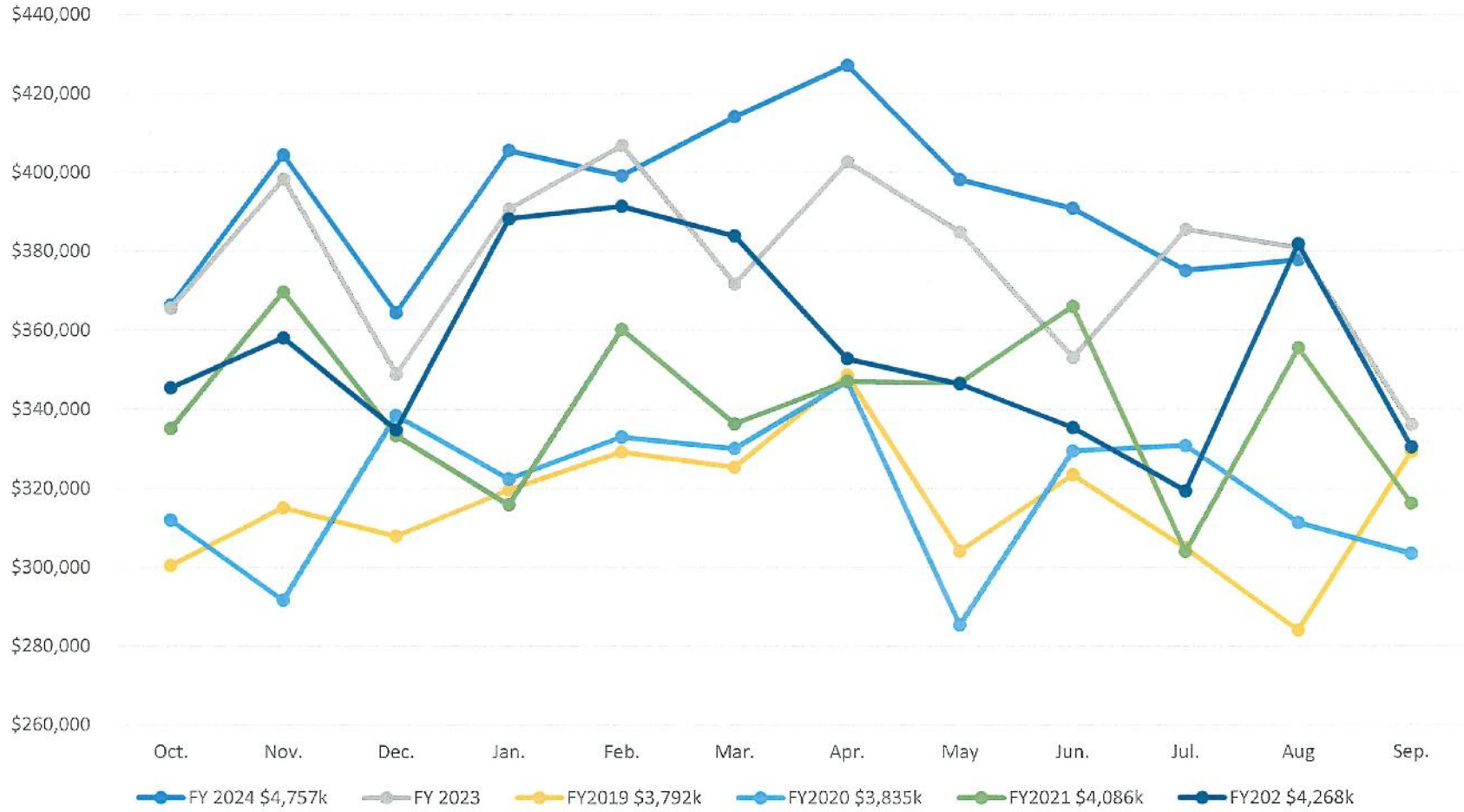
## WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



### Actual Water Revenue Comparison



### Actual Wastewater Revenue Comparison



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

OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted 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	\$ -	\$ -	\$ -	0.00%	100.00%
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted Average
			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	\$ -	\$ -		0.00%	100.00%



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

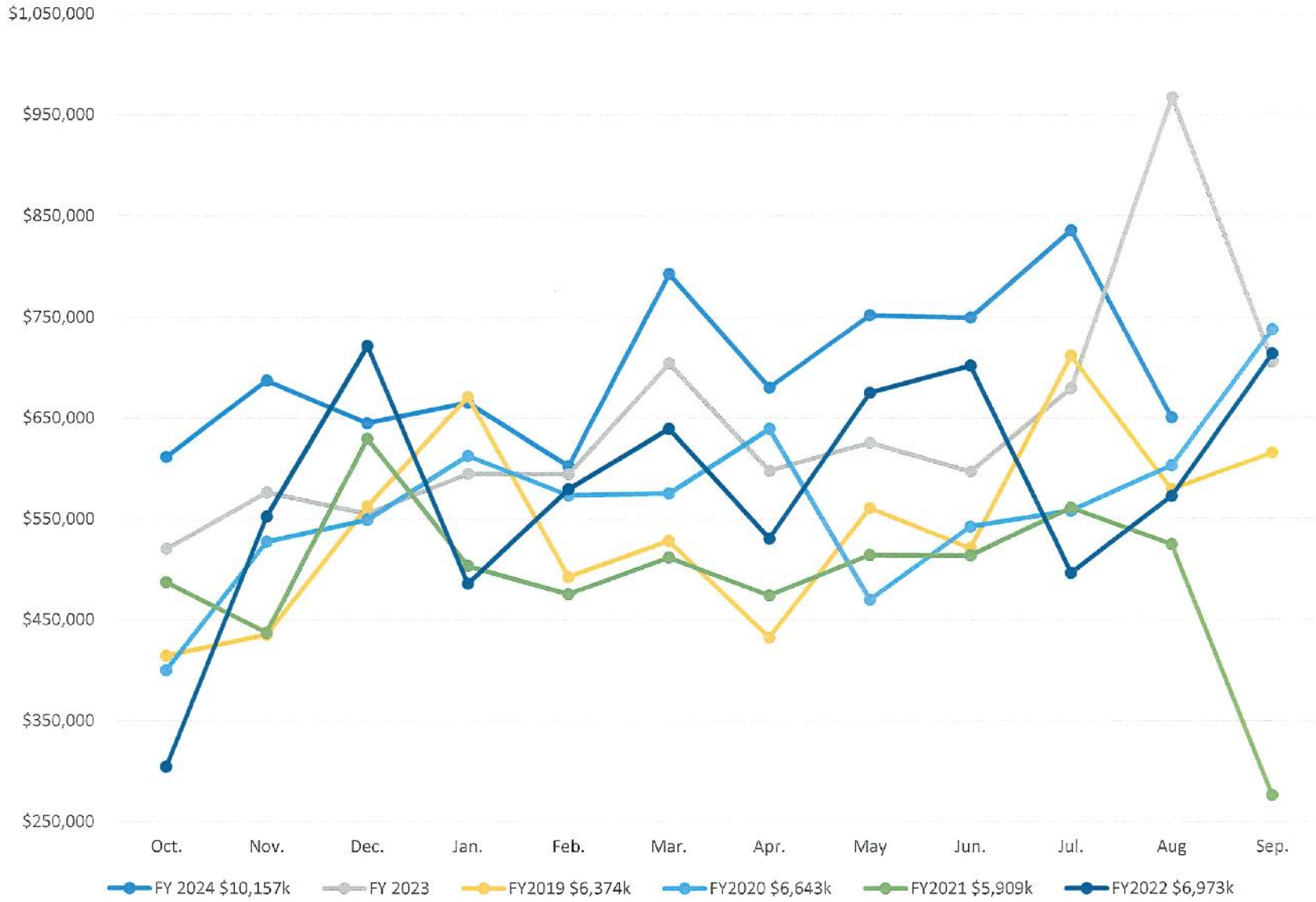
Aug. 2024 FY-24



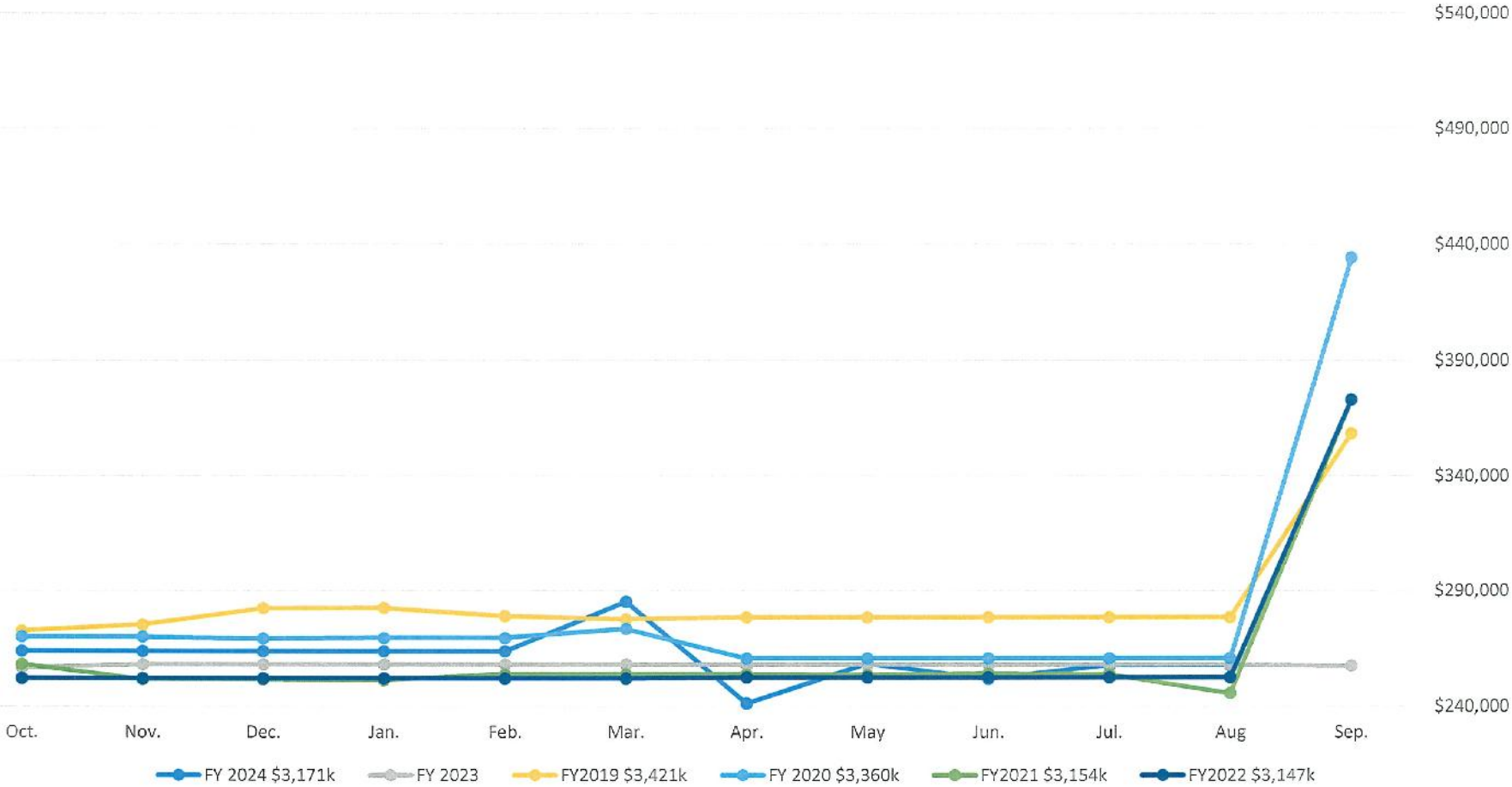
**OPERATING EXPENSES COMAPRISON  
YTD vs 4 YR WEIGHTED AVERAGE YTD**  
Aug. 2024 FY-24



### Actual Operating Expense Comparison



### Actual Non Operating Expense Comparison



	A	Z	AA	AC	AD	AI	AG
88							
89	<b>Okeechobee Utility Authority</b>		<b>Audit</b>		<b>Audit</b>		<b>OUA prepared</b>
90	<b>Statement of Cash Flows</b>						
91	<b>Basis of Accounting</b>		<b>Accrual Basis for Revenues</b>		<b>Accrual Basis for Revenues</b>		<b>Accrual Basis for Revenues</b>
92			<b>Accrual Basis for Expenses</b>		<b>Accrual Basis for Expenses</b>		<b>Cash Basis for Expenses</b>
93							
94			<b>Sept 30, 2022</b>		<b>Sept 30, 2023</b>		<b>Aug. 31, 2024</b>
95			<b>12 Months</b>		<b>12 Months</b>		<b>11 Month</b>
96							
97	<b>Cash Flows from Operations</b>						
98	Operating Income		1,758,388		1,832,821		1,768,325
99	Depreciation & Amortization		2,688,584		2,701,321		2,591,948
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable		(394,264)		(2,986,087)		4,521,936
101	Increase (decrease) in cash from changes in accounts payable		127,686		905,418		(692,114)
102	Increase (decrease) in cash from changes in other assets		305,029		903,029		(88,227)
103	Increase (decrease) in cash from changes in other liabilities		(857,112)		(138,439)		(67,916)
104	<b>Cash provided (used) by operations</b>		<b>3,628,311</b>		<b>3,218,063</b>		<b>8,033,951</b>
105							
106	<b>Cash Flows from Nonoperating Revenues/Expenses</b>						
107	Fire Hydrant fees		85,215		95,154		92,196
108	Capital connection fees		122,322		283,483		188,926
109	Interest revenue		29,488		350,097		362,666
110	Debt issuance costs		0		0		0
111	Interest expense		(472,215)		(420,187)		(279,448)
112	<b>Cash provided (used) by nonoperating activities</b>		<b>(235,190)</b>		<b>308,547</b>		<b>364,340</b>
113							
114	<b>Cash Flows from Capital and Financing Activities</b>						
115	Purchase of equipment, computer hardware, & technology equipment		12,496		275,173		(1,613,470)
116	Construction in progress		(2,487,259)		(8,013,123)		(8,564,222)
117	Acquisition of land, easements and related costs		(129,038)		0		(372,079)
118	Sale of land and or equipment		-		0		0
119	Gain (Loss) on sale of land and equipment		7,452		16,104		17,918
120	Bond principal payments		(2,073,095)		(2,153,620)		(1,072,376)
121	Loan Received - South State Bank				0		3,867,064
122	Grant revenue & FEMA reimbursement		2,452,778		8,459,653		1,803,630
123	Capital contributions from developers		120,101		492,467		3,207
124	<b>Cash provided (used) by capital / financing activities</b>		<b>(2,096,565)</b>		<b>(923,346)</b>		<b>(5,930,328)</b>
125							
126	<b>Net increase (decrease) in cash and investments</b>		<b>1,296,556</b>		<b>2,603,264</b>		<b>2,467,963</b>
127	<b>This unaudited cash flow statement is subject to adjustments.</b>						
128	<b>The unaudited balance sheet on pages 13 &amp; 14 is subject to adjustments.</b>						

**OKEECHOBEE UTILITY AUTHORITY**  
**Statement of Net Assets**  
**August 31, 2024**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents		\$	4,605,052.40
Unrestricted assets:			
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			6,813,547.38
Investments			2,421,196.77
Interest receivable			0.00
Receivables:			
Accounts receivable			1,379,733.44
less allowance for uncollectible accounts			(103,151.29)
Inventories			653,508.54
Prepaid Expenses			110,770.87
<b>Total current assets</b>			<b>15,880,658.11</b>

**NONCURRENT ASSETS**

Capital assets:

Land			3,278,940.40
Utility plants, buildings and equipment			111,323,104.95
			114,602,045.35
Less accumulated depreciation			(56,519,992.69)
			58,082,052.66
Construction in progress			21,871,996.18
<b>Total capital assets</b>			<b>79,954,048.84</b>

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			255,560.09
<b>Total Deferred charges:</b>			<b>1,268,181.09</b>

<b>Total noncurrent assets</b>			<b>81,222,229.93</b>
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<b>TOTAL ASSETS</b>		<b>\$</b>	<b>97,102,888.04</b>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	887,133.65
Accrued expenses	-1,199.93
Due to other governments	33,999.31
Bonds payable (current)	1,081,243.62
Accrued compensated absences & bonus (current)	367,949.78
Payable from restricted assets	
Accrued interest	115,720.17
Customer Deposits	676,678.13
Total current liabilities	<u>3,161,524.73</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net	16,522,795.74
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>18,236,241.10</u>

TOTAL LIABILITIES

21,397,765.83

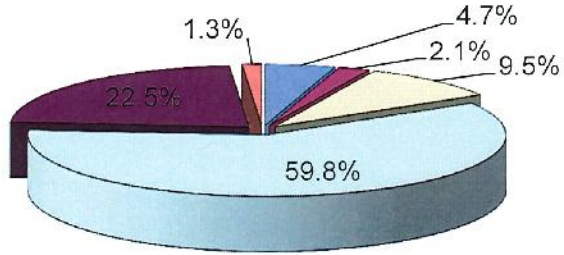
NET POSITION

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	4,105,019.66
Total net position	<u>75,705,122.21</u>

TOTAL LIABILITIES AND NET POSITION

\$ 97,102,888.04

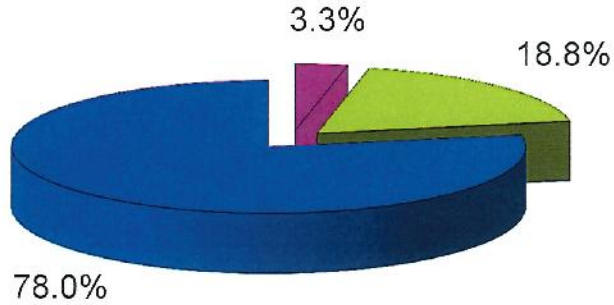
**Assets - August 31, 2024**



■ Cash	■ AR, Inventory & Prepaid
□ Restricted Cash	□ Fixed Assets
■ Construction in Progress	■ Other Assets (Deferred Charges)

Cash	4,605,052	4.7%
AR, Inventory & Prepaid	2,040,862	2.1%
Restricted Cash	9,234,744	9.5%
Fixed Assets	58,082,053	59.8%
Construction in Progress	21,871,996	22.5%
Other Assets (Deferred Charges)	1,268,181	1.3%
<b>Total Assets</b>	<b>97,102,888</b>	

**Liabilities & Equity August 31, 2024**



■ Current Liabilities	■ Noncurrent Liabilities	■ Equity - Net Assets
-----------------------	--------------------------	-----------------------

Current Liabilities	3,161,525	3.3%
Noncurrent Liabilities	18,236,241	18.8%
Equity - Net Assets	75,705,122	78.0%
<b>Total Liab &amp; Equity</b>	<b>97,102,888</b>	

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

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 35,372	\$ 25,603	\$ 9,770
Private Fire Protection	\$ 90,494	88,379	2,115
Turn on/off Fees	\$ 51,513	49,396	2,118
Other Revenue-Water A	\$ 13,737	13,886	(149)
Install Fees-Sewer	\$ 60,480	56,980	3,500
Kings Bay Sewer Maint. Fees	\$ 14,380	18,889	(4,509)
Other Revenue-Sewer B	\$ 784	3,695	(2,911)
Penalties & Late Charges	\$ 122,050	71,252	50,799
Gain/Loss Sale of Assets C	\$ 17,918	0	17,918
Ag Land Lease	\$ 3,505	3,213	292
Merchant & Misc. Revenue D	\$ 163,028	105,739	57,288
<b>Totals</b>	<b>\$ 573,261</b>	<b>\$ 437,030</b>	<b>\$ 136,231</b>

- 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. 20

SEPTEMBER 17, 2024

**5TH DRAW-DOWN ON INTERIM FINANCE – SW SERVICE AREA 2**

Following the established of an Interim Finance Agreement with South State Bank (SSB), the Authority commenced draw down on the loan facility which has a total value of \$7,508,000.

As previously discussed, the facility (Interim agreement) with SSB is a short-term agreement which will be absorbed by USDA at the earliest of OUA exhausting the available interim financing or close on USDA loan. After which USDA will settle the SSB loan and issue a forty year (40 year) loan facility to the Authority.

To date, the Authority has accessed the below amount:

Total facility accessible	7,508,000.00
Draw-Down #1 by OUA	145,652.87
Draw-Down #2 by OUA	1,204,766.76
Draw-Down #3 by OUA	1,283,335.23
Draw-Down #4 by OUA	<u>1,233,309.60</u>
Balance available	<u>3,640,935.54</u>

In compliance with the terms established by South State Bank and USDA, staff seeks the Board’s approval to submit draw-down #5 from South State Bank on the following invoices:

<u>Pay Applications</u>	<u>Value (\$)</u>
Hinterland Pay App # 13	469,525.56
Hinterland Pay App # 14	335,745.20
Hinterland Pay App # 15	303,710.80
Hinterland Pay App # 16	387,166.25
Sumner Invoice # 1658	19,874.86
Sumner Invoice # 1667	21,835.00
Sumner Invoice # 1674	<u>25,565.28</u>
 Draw-down #5	 <b><u>\$1,563,422.95</u></b>

**Following discussion and review by the Board, staff recommends that a motion be moved to approve draw-down # 5 in the amount of \$1,563,422.95**

**REQUEST AND AUTHORIZATION FOR ADVANCE**

REQUISITION NO.: FIVE

DATE : SEPTEMBER 17, 2024

PRINCIPAL AMOUNT: ONE MILLION FIVE HUNDRED & SIXTYTHREE THOUSAND FOUR HUNDRED & TWENTY-TWO DOLLARS AND 95/100

TO: SOUTHSTATE BANK, N.A.

You are hereby authorized and directed, pursuant to the provisions of Resolution 23-01 (the "Resolution"), duly adopted by the Board of Supervisors of the Okeechobee Utility Authority (the "Authority"), on September 19, 2023, and that certain Utility System Capital Improvement Revenue Bond Anticipation Note, Series 2023, dated October 12, 2023, issued by the Authority (the "Note"), to advance the above-referenced Principal Amount, which advance shall be recorded on the Schedule of Advances attached to and forming a part of said Note and thereby become a portion of the principal due and owing under said Note.

By this requisition, you are hereby authorized and empowered to deposit into the Authority's account 20420287 the amount hereof and to note such advance in the Schedule of Advances without any further action on the part of the Authority.

OKEECHOBEE UTILITY AUTHORITY

By: \_\_\_\_\_  
Chairman

This requisition is approve for disbursement  
USDA Rural Development

By: \_\_\_\_\_

Date:







**Contractor's Application for Payment**

<b>Owner:</b> <u>Okeechobee Utility Authority</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Sumner Engineering &amp; Consulting, Inc.</u>	<b>Engineer's Project No.:</b> <u>19-04.E</u>
<b>Contractor:</b> <u>Hinterland Group, Inc.</u>	<b>Contractor's Project No.:</b> <u>22-0234-00</u>
<b>Project:</b> <u>Southwest Wastewater Service Area - Project 2</u>	
<b>Contract:</b> <u>235-006.03</u>	
<b>Application No.:</b> <u>15</u>	<b>Application Date:</b> <u>8/5/2024</u>
<b>Application Period:</b> From <u>6/29/2024</u> to <u>7/31/2024</u>	

1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ 213,111.87
3. Current Contract Price (Line 1 + Line 2)	\$ 12,167,216.87
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,813,850.35
5. Retainage	
a. <u>5%</u> X <u>\$ 7,019,550.00</u> Work Completed	\$ 350,977.50
b. <u>5%</u> X <u>\$ 794,300.35</u> Stored Materials	\$ 39,715.02
c. Total Retainage (Line 5.a + Line 5.b)	\$ 390,692.52
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,423,157.83
7. Less previous payments (Line 6 from prior application)	\$7,119,447.03
8. Amount due this application	\$ 303,710.80
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 4,353,366.52

**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:** 8/14/2024

<b>Recommended by Engineer:</b> <u>Jeffrey M Sumner</u>	<b>Approved by Owner:</b> <u>Steve Nelson</u>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>President</u>	<b>Title:</b> <u>Chairman</u>
<b>Date:</b> <u>August 14, 2024</u>	<b>Date:</b> <u>August 20, 2024</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____





# Invoice

BILL TO

June 4, 2024

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

Invoice No. 1658  
 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	<b>\$0.00</b>
E2 – Final Design and Permitting	\$476,232	99.5%	\$473,850.84	\$470,040.98	<b>\$3,809.86</b>
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	<b>\$0.00</b>
E4 – Construction Phase Services (excl. RPR)	\$147,500	93.4%	\$137,765.00	\$135,700.00	<b>\$2,065.00</b>
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	<b>\$0.00</b>
E6 – Resident Project Representative (T&M)	\$242,667	T&M (See attached)	\$202,600.00	\$188,600.00	<b>\$14,000.00</b>
				<b>TOTAL:</b>	<b>\$19,874.86</b>

Total Purchase Order Amount: \$1,141,783.00  
 Total Billed to Date: \$1,061,860.24  
**Total Billed this Invoice: \$ 19,874.86**

For services rendered May 5 – June 1, 2024.

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



## RPR Backup

**BILL TO**

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

**INVOICE #** 1658

**DATE** 06/01/2024

**DUE DATE** 06/01/2024

**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/06/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
05/07/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/08/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/09/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/10/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/13/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/14/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/16/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
05/17/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/20/2024	Resident Project Representative:Inspector	6:00	100.00	600.00
05/21/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/22/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/23/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/24/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/28/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/29/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/30/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/31/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
	TOTAL OF NEW CHARGES			14,000.00





## Invoice

BILL TO

July 3, 2024

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

Invoice No. 1667

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)	\$147,500	98.0%	\$144,550.00	\$137,765.00	\$6,785.00
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$242,667	T&M (See attached)	\$217,650.00	\$202,600.00	\$15,050.00
				<b>TOTAL:</b>	<b>\$21,835.00</b>

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

Total Billed to Date: \$1,083,695.24

**Total Billed this Invoice: \$ 21,835.00**

For services rendered June 2 - 29, 2024.

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



## RPR Backup

**BILL TO**

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

**INVOICE #** 1667

**DATE** 06/30/2024

**DUE DATE** 06/30/2024

**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/03/2024	Resident Project Representative:Inspector	6:30	100.00	650.00
06/04/2024	Resident Project Representative:Inspector	4:00	100.00	400.00
06/04/2024	Resident Project Representative:Inspector	4:00	100.00	400.00
06/05/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/06/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/07/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/10/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
06/11/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/12/2024	Resident Project Representative:Inspector	4:00	100.00	400.00
06/13/2024	Resident Project Representative:Inspector	5:30	100.00	550.00
06/14/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/17/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/18/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
06/19/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/20/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/21/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
06/24/2024	Resident Project Representative:Inspector	6:30	100.00	650.00
06/25/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/26/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
06/27/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
06/28/2024	Resident Project Representative:Inspector	8:00	100.00	800.00

TOTAL OF NEW CHARGES 15,050.00  
 BALANCE DUE **\$15,050.00**



# Invoice

BILL TO

August 3, 2024

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

Invoice No. 1674

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	<b>\$0.00</b>
E2 – Final Design and Permitting	\$476,232	99.5%	\$473,850.84	\$473,850.84	<b>\$0.00</b>
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	<b>\$0.00</b>
E4 – Construction Phase Services (excl. RPR)	\$278,340	54.54%	\$151,815.28	\$144,550.00	<b>\$7,265.28</b>
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	<b>\$0.00</b>
E6 – Resident Project Representative (T&M)	\$406,667	T&M (See attached)	\$235,950.00	\$217,650.00	<b>\$18,300.00</b>
				<b>TOTAL:</b>	<b>\$25,565.28</b>

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

Total Billed to Date: \$1,109,260.52

**Total Billed this Invoice: \$ 25,565.28**

For services rendered June 30 - August 3, 2024.

Sumner Engineering & Consulting, Inc.  
 410 NW 2nd Street  
 Okeechobee, FL 34972 US  
 863.634.9474  
 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 #** 1674  
**DATE** 08/03/2024  
**DUE DATE** 08/03/2024  
**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/01/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	2:00	170.00	340.00
07/02/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	1:00	170.00	170.00
07/03/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	1:30	170.00	255.00
07/08/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	2:00	170.00	340.00
07/09/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	1:00	170.00	170.00
07/11/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	1:00	170.00	170.00
07/15/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	2:00	170.00	340.00
07/16/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	1:30	170.00	255.00
07/19/2024	<b>Hours - Sumner, Jeffrey M</b> general contract administration	2:00	170.00	340.00
07/22/2024	<b>Hours - Sumner, Jeffrey M</b> pay app review / owner coordination	1:00	170.00	170.00
07/23/2024	<b>Hours - Sumner, Jeffrey M</b>	1:00	170.00	170.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/25/2024	RPR coordination <b>Hours - Sumner, Jeffrey M</b> coordinate additional pit request, owner meeting	1:30	170.00	255.00
07/28/2024	<b>Hours - Sumner, Jeffrey M</b> Claim and CO summary	1:30	170.00	255.00
07/30/2024	<b>Hours - Sumner, Jeffrey M</b> Pay app review, Agency coordination email re change order	1:00	170.00	170.00
07/31/2024	SWSA Project 2 SDC ( <b>CHA w/ 10% markup, see attached</b> )			3,355.28
07/31/2024	<b>Hours - Sumner, Jeffrey M</b> Site inspection with RPR	1:00	170.00	170.00
08/01/2024	<b>Hours - Sumner, Jeffrey M</b> Monthly meeting, site visit	2:00	170.00	340.00
TOTAL OF NEW CHARGES				7,265.28



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

July 31, 2024  
 Project No: 001249.000  
 Invoice No: 1249-11

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 June 1, 2024 to July 26, 2024**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer 4				
Bortz, Stephanie	6/13/2024	.50	120.00	60.00
282-002.03 Project Coordination				
Bortz, Stephanie	6/17/2024	.50	120.00	60.00
282-002.03 Review of VPS No. 5 Yard Piping in VPS Site				
Bortz, Stephanie	6/21/2024	.50	120.00	60.00
282-002.03 Revision to VPS No. 5 Yard Piping				
Bortz, Stephanie	6/27/2024	3.00	120.00	360.00
282-002.03 Progress Meeting & Field Order #5 Review				
Bortz, Stephanie	7/10/2024	.50	120.00	60.00
282-002.03 FO #5 Revisions				
Bortz, Stephanie	7/15/2024	.50	120.00	60.00
282-002.03 Submittal of FO #5 and coordination for Water Intrusion				
Bortz, Stephanie	7/16/2024	2.00	120.00	240.00
282-002.03 Construction Site Visit and Review of Project Status				
Bortz, Stephanie	7/22/2024	1.00	120.00	120.00
282-002.03 Shop Drawing Review and Structural 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	7/24/2024	.50	120.00	60.00	
282-002.03 Project Coordination for Structural Review					
Bortz, Stephanie	7/25/2024	1.00	120.00	120.00	
282-002.03 J. Mix Additional Pit Coordination					
<b>Engineer 8</b>					
Hammann, Douglas	7/8/2024	1.00	195.00	195.00	
Review impact of rain water washoit on floor slab form work and rebar placement					
Hammann, Douglas	7/15/2024	.50	195.00	97.50	
Discuss water logged recently installed vacuum main					
Hammann, Douglas	7/16/2024	.50	195.00	97.50	
Discuss water logged recently installed vacuum main					
<b>Technician 4</b>					
Belmonte Sese, Andres	6/27/2024	3.00	99.00	297.00	
Belmonte Sese, Andres	6/28/2024	2.00	99.00	198.00	
Belmonte Sese, Andres	7/3/2024	2.00	99.00	198.00	
Belmonte Sese, Andres	7/8/2024	3.00	99.00	297.00	
Belmonte Sese, Andres	7/25/2024	1.00	99.00	99.00	
Crick, Jeff	6/12/2024	.50	99.00	49.50	
Review shop drawing info.					
Crick, Jeff	6/13/2024	1.00	99.00	99.00	
Etransmit multiple cad files to surveyor per Stephanie.					
Crick, Jeff	6/21/2024	2.00	99.00	198.00	
Updates to VPS #5 site plan for berm and piping depth. Per Stephanie.					
Crick, Jeff	7/18/2024	.25	99.00	24.75	
Emails with Matt Woodward / Flovac, for equipment pad modifications.					
<b>Totals</b>			26.75	3,050.25	
<b>Total Labor</b>					<b>3,050.25</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		3,050.25	84,300.04	87,350.29	
Limit				188,800.00	
Remaining				101,449.71	
				<b>Total this Invoice</b>	<b>\$3,050.25</b>

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103  
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PO BOX 845746 | Boston, MA 02284-5746 | Worksource - 845746 | T: (518) 453-4500 | F: (518) 458-1735  
CHASOLUTIONS.COM

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



## RPR Backup

**BILL TO**

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

**INVOICE #** 1674

**DATE** 08/03/2024

**DUE DATE** 08/03/2024

**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/01/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
07/02/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/03/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/08/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/09/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/10/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/11/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/12/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/15/2024	Resident Project Representative:Inspector	6:30	100.00	650.00
07/16/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
07/17/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/18/2024	Resident Project Representative:Inspector	9:00	100.00	900.00
07/19/2024	Resident Project Representative:Inspector	6:30	100.00	650.00
07/22/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/23/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/24/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/25/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/26/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/29/2024	Resident Project Representative:Inspector	8:00	100.00	800.00



DATE	ACTIVITY	QTY	RATE	AMOUNT
07/30/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
07/31/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/01/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
08/02/2024	Resident Project Representative:Inspector	8:00	100.00	800.00

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TOTAL OF NEW CHARGES	18,300.00
<b>BALANCE DUE</b>	<b>\$18,300.00</b>

# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

SEPTEMBER 17, 2024

## PROPOSED UPDATE TO EMPLOYEE'S HANDBOOK

Early this year, the Board approved a number of staff related issues which includes:

- Increase in number of Personal Choice Days.
- Implementation of Paid time off (PTO).
- Modification to longevity bonus calculation.

Attached is a copy of the proposed amendments to the Employee's Handbook, which takes into account the above change in policies.

Kindly note the following:

- Strike out text in black, represents removal.
- Highlighted wording in red represents insert.

**The attached modified sections of the Employee's Handbook are presented for information purpose only. After review and discussion, staff will incorporate any suggestion(s) by the Board. An updated Employee Handbook will be presented at a future board meeting for review and approval.**

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1. A guide in recruiting and evaluating candidates for employment.
2. To determine lines of promotion and in developing an employee training program.
3. To determine the salary range to be paid for each type of work.
4. To provide uniform job technology that is understandable by OUA administration, employees, and general public.
5. To aid in perfecting and revising organizational structure, clarifying lines of authority and fixing responsibility.

### **Maintenance of the Classification Plan**

The Executive Director, or designee, shall be responsible for creating class specifications, the revision of existing class specifications, and the abolition of classes that are no longer needed.

Position reclassification may be initiated by the Executive Director during the fiscal year when major reorganizations create a significant change in the duties and responsibilities assigned to a specific position or when other circumstances produce significant changes in the duties of a particular position.

## **2-3 Probationary Period**

### **Initial Probation**

A new employee shall be considered a probationary employee for a maximum of six (6) months.

This probationary period is established for the purpose of evaluating the employee's work quality, ability, attendance, and other performance factors, and to determine how well he or she fits into the OUA organization. It also gives the employee the opportunity to look at the OUA and decide whether he or she likes the job.

During such probationary period, a probationary employee may be disciplined, laid off, suspended or otherwise terminated by the Authority and such action shall not be subject to the Problem Resolution Policy set forth in this handbook. ~~A probationary employee shall not be entitled to use any accrued vacation.~~ A probationary employee that is required to hold current state certifications as a plant operator shall remain a probationary employee until receipt of all necessary certificates and licenses (not to exceed two years from date of hire); however, ~~after the probationary period of six (6) months~~ **they** shall be entitled to use any accrued ~~leave~~ **PTO** time.

The successful completion of an employee's probationary period is contingent upon the completion of a performance evaluation by the employee's supervisor which specifically recommends that the probationary employee be deemed an employee and shall be removed from probationary status. Supervisors should complete and submit the Payroll Status Change Form to human resources for approval and processing. Employees should follow up with their supervisor at the end of the probationary period. Following the successful completion of the probationary period, a regular employee shall be entitled to the benefits as allowed by the employment status (e.g. fulltime, part-time, etc.).

- ~~Please note, it is not an improper deduction to reduce an employee's accrued annual leave, personal or other forms of paid time off from an employee's leave bank for full or partial day absences for personal reasons, or for sickness or disability if the employer has a sickness or disability policy that provides for wage replacement benefits.~~

Should you have any questions with respect to OUA's policy, please contact your immediate supervisor. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor, Human Resources or designee.

## 2-16 Pay Adjustments

The Authority provides for several types of pay adjustments that are delineated below.

### Promotion

A promoted employee's rate of pay may be assigned in accordance with the provisions for new employees. Such increases may not cause the promoted employee's rate of pay to exceed the maximum rate of pay for the classification to which the promoted employee is in.

When an employee is promoted to a higher level classification, his or her current rate of pay will be increased to at least the minimum level of pay for the new classification level.

The employee's rate of pay should not exceed the maximum rate of pay for the employee's classification, except as allowed by the other sections in this manual or as deemed by the Executive Director.

### Demotion

When an employee is involuntarily demoted to a position in a classification with a lower pay range, the employee's rate of pay shall be reduced to an appropriate amount and the employee's rate of pay shall not exceed the maximum rate of pay within the pay range of the lower classification. Such action shall require the approval of the Executive Director.

### Alignment Changes

An employee's rate of pay may be adjusted with the approval of the Executive Director if the rate is out of line internally, with the existing market, knowledge, or with respect to work assigned.

### Transfer

An employee may be transferred from a classification in one department to the same or equivalent classification in another department provided the transfer is to the advantage of OUA and results in better utilization of the education, experience or interests of the employee. No transfer may be made without consultation between the two Department Supervisors involved, knowledge of the employee involved, and prior approval by the Executive Director. Such action shall take precedence over appointment from eligible lists. However, in certain circumstances, the Executive Director may use his/her discretion to authorize the transfer of an employee without approval by the department supervisor when such transfer is in the best interests of the organization or the employee.

## **Maximum Rate of Pay**

When an employee reaches the maximum rate of pay for his or her classification, the rate of pay shall not be increased unless authorized by the Board.

## **Rate of Pay Increases (Merit Increase)**

Rate of pay increases will be based on the employee's performance with the amount of pay adjustment to be determined by the Supervisor based on rates approved by the OUA Board.

Increases are applied against the base rate of the employee's rate of pay at the effective date of the increase. The effective date for rate of pay increases shall be determined by the OUA Board. The adjustment may not exceed the maximum approved rate of that classification. If the employee reaches the maximum rate of pay the Executive Director will be authorized to give their merit increase in the form of a lump sum payment.

## **Out-of-Class Assignments**

If an employee is temporarily assigned for non-training purposes to a position with a classification that has a higher entry level rate of pay than their current rate of pay, and then assigned to the task for more than four (4) consecutive work weeks during the fiscal year, the employee will be paid at the entry level of the higher classification, or receive a ten percent (10%) increase from their current rate of pay, whichever is greater, for any such out-of-class assignment.

## **Acting Appointments**

If an employee is temporarily appointed to an acting position in a classification in the Executive pay plan, or in the Administrative pay plan, the employee's rate of pay shall be increased to an appropriate amount as determined by the Executive Director or the OUA Board.

If the annual employee review occurs while in out-of-class status, or acting status, the employee will receive the rate of pay increase, based on the rate of pay prior to the temporary appointment.

## **2-17 Direct Deposit**

Okeechobee Utility Authority requires employees to use direct deposit. Authorization forms are available from the Finance Department/Payroll Clerk.

## **2-18 Salary Advances**

Okeechobee Utility Authority does not permit advances on paychecks. ~~Advance pay for accrued vacation must be requested in writing at least two weeks prior to the vacation period.~~

## 2-19 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Evaluations will be done annually.

## 2-20 Employee Selection Process

Applications for employment are accepted only when there is an open and advertised job vacancy. Applications may be obtained at the Main Office of OUA or on the company website. In case of highly skilled jobs, OUA may look at the qualifications of any potential candidate who sends in a resume. These jobs may be specifically designated as eligible for unsolicited resumes. Every person must complete and sign an application form to be considered an applicant.

Applicants must specify on their applications as to which job they are applying. All applications will be accepted at the Main Office of OUA and appropriately date stamped. A cut-off time and date will be set for positions where many applications and/or resumes are submitted. No application will be considered after the cut off time and date unless an applicant is not chosen from the applications on hand and the job is re-advertised.

Employees are carefully selected through a written application, personal interviews and reference checking. In addition, OUA reserves the right to make an investigative report on any employee or applicant concerning credit information, criminal background, driving record and any other job-related pertinent information.

OUA will also provide a consent form for a drug screen prior to pre-employment **for a safety-sensitive position** and may require drug testing at any point during employment **if there is a reasonable suspicion of drug or alcohol use or to determine routine fitness for duty and follow up testing**. **Drug tests are** to be administered by an OUA designated drug screening facility. A refusal to submit or a positive confirmed test result **for a safety-sensitive position** will be used as a basis to reject the applicant for ~~conditional offer of~~ employment at that time **or grounds to immediately terminate post-employment of any employee**.

OUA will conduct a driver's record check prior to employment since many positions within OUA require employees to drive vehicles and equipment, it is important that our employees maintain safe driving records. If a driving record check shows an unsafe driving history, employment may be denied.

Unsatisfactory or falsified references or any other misrepresentations on pre-employment or personnel forms may result in an applicant being denied employment or an employee's immediate dismissal.

OUA is committed to striving to find individuals who want to do a good job. We need people who want to see that the work of the OUA is accomplished to the highest quality possible and in a timely manner.

## Section 3 - Benefits

### 3-1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is Okeechobee Utility Authority's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully reviewed and revised. These benefits include ~~time-off benefits, such as vacations~~ paid time off, and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Okeechobee Utility Authority provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the plan documents, which are available for review upon request from Human Resources or the Finance Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Okeechobee Utility Authority (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the OUA intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resources or designee.

### 3-2. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under OUA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.



Under COBRA, the employee or beneficiary pays the full cost of coverage at OUA's group rate plus an administration fee. The health insurance carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under OUA's health insurance plan. The notice contains important information about the employee's rights and obligations. Payments for COBRA coverage will also be made to the health insurance carrier.

### 3-3 Paid Holidays

OUA will grant holiday time off to all active employees on the holidays listed below, provided the holiday falls on ~~the employees your~~ regularly scheduled workday:

- New Year's Day (January 1)
- Easter Sunday
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas (December 25)
- (2) Personal Choice Day

OUA will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. If the employee is not regularly scheduled to work on the holiday, they will not receive holiday pay. Eligible employees are as follows:

- Full time employees
- Part time employees

To be eligible for holiday pay, employees must work the last full scheduled work day immediately preceding ~~the holiday~~ and the first full scheduled work day immediately following the holiday, unless the employee is absent on either day with an approved medical reason or prior ~~has pre-~~approved Annual Leave PTO. Supervisor can approve employee's absence before or after holiday for unexpected emergencies and authorize holiday pay.

If a recognized holiday falls during an eligible employee's paid absence (such as ~~vacation or sick~~ PTO leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

A non-exempt employee, except a temporary employee, who works on any of these days will be paid one and a half times their regular rate of pay for all hours actually worked plus holiday pay.

In addition to the recognized holidays, eligible employees will receive ~~one (1)~~ two (2) Personal Choice days to be used at any time during the ~~in each~~ fiscal year. ~~This holiday~~ The Personal Choice

Days must be scheduled with the prior approval of the employee's supervisor and may not be carried over from year to year.

Paid time off for holidays, including personal choice days will not be counted as hours worked for the purposes of determining overtime.

Requests for annual leave PTO for the day before or after a holiday must be submitted in writing no less than two weeks prior and approved in advance of the holiday by the employee's Supervisor.

### 3-4 Annual Leave Paid Time Off (PTO)

Annual leave PTO is an all-purpose paid time-off policy for eligible employees to use for vacation and personal business absences. Employees in the following employment classification are eligible to earn and use annual leave PTO as described in this policy:

- Full time employees

Once employees enter an eligible employment classification, they begin to earn annual leave PTO according to the schedule below. However, before annual leave can be used, probation would need to be completed. After that time, employees can request use of earned annual leave. If employment is terminated (either voluntarily or involuntarily) before successful completion of the probationary period, earned annual leave will not be paid to the employee. Probationary employees may use earned PTO that accrues during their probationary period.

The amount of annual leave PTO employees receives each year increases with the length of their active employment as shown in the following schedule:

- Upon initial eligibility the employee is entitled to annual leave PTO accrued by the regular hours paid (max 40 hours per week) worked at the rate of .048125 of an .08654 per hour.
- After 10 years of eligible service the employee is entitled to annual leave PTO accrued by the regular hours paid (40 hours max per week) worked at the rate of .06125 of an .10577 per hour.
- After 15 years of eligible service the employee is entitled to annual leave PTO accrued by the regular hours paid (40 hours max per week) worked at the rate of .077125 of an .125 per hour.

The length of eligible service is calculated on the basis of a "benefit year." The "benefit year" begins on the date the employee is hired and starts to accrue earned annual leave PTO at that time.

Annual leave PTO can be requested in minimum increments of one quarter (1/4) hour. Supervisor may flex time. Employees who have an unexpected need to be absent from work should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of unexpected absence.

To schedule planned annual leave PTO, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

~~Annual leave~~ PTO is paid at the employee's base pay rate at the time of ~~absence use~~ for the amount of hours absent. In the event that available ~~annual leave~~ PTO is not used by the end of the fiscal year, employees may ~~only~~ carry over ~~240~~ up to 360 hours of unused time to the next fiscal year. Each employee should carefully monitor his/her accrued hours to ensure they are remaining below the maximum amount for carryover. The Executive Director may accumulate ~~annual leave~~ PTO without limitation.

Part time and temporary employees shall not be credited nor granted any ~~annual leave~~ PTO.

Full time employees who are laid off, resign in good standing, or retire, shall be paid for all accrued ~~vacation~~ PTO earned but not taken prior to the date of lay-off, resignation or retirement. ~~An employee's eligibility will be determined by the amount of time spent in the full time employee classification.~~

### **Miscellaneous**

No more than two (2) weeks at one time can be taken without prior approval of his or her supervisor or the Executive Director.

All requests for ~~annual leave~~ PTO must be approved by the employee's supervisor before it is actually taken. All requests are to be submitted in writing on a leave request form and approved by the supervisor in writing before it is taken. All supervisors should have their leave request approved by the Director of Operations. Violation of these rules may result in the employee being considered to have taken an unauthorized absence with appropriate corrective actions being taken.

Payment for unpaid ~~leave~~ PTO for a deceased employee shall be made to the spouse or heirs as appropriate.

Employees are ~~not~~ allowed to request a lump sum payment of accumulated ~~leave~~ PTO during the fiscal year. ~~The request for a lump sum payment needs to be requested prior to payroll processing day. Request will need to be approved by your Supervisor and Executive Director. An annual payout by September 30<sup>th</sup> of each year will be made to qualifying employees whose cumulative PTO hours exceed 360 hours.~~ This lump sum ~~request is~~ payout will be paid in a separate check from your regular paycheck to exclude these earnings from the employee's pension compensation.

Hourly or lump sum payment for ~~annual leave~~ PTO cannot be used as a financial compensation for unpaid time off due to disciplinary action/suspension.

### **3-5 Sick Leave Benefits**

~~QUA provides accrued sick leave benefits to all eligible employees for periods of absence due to illnesses or injuries.~~

#### **Sick Leave Accruals**

~~All full time and probationary employees shall accrue .048125 of an hour of sick leave per hour worked. Sick leave shall be earned as of the last day in the work week and there shall be no limit to~~

~~the number of hours that may be accumulated. All employees will be charged for actual hour basis for time used as sick leave, unless required to flex time for the week.~~

-

~~Probationary employees may use earned sick leave that accrues during their probationary period.~~

-

~~Temporary and part time employees do not accrue sick leave.~~

### **Utilization of Sick Leave**

~~Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, or individual for whom the employee is legally responsible, necessary medical appointments, injury, disability, pregnancy or for quarantine by health authorities or a physician. An employee may be required to supply proof of sickness, injury or disability by submitting, at his/her own expense, a physician's statement if the employee is out sick three (3) or more successive work days.~~

-

~~Supervisors have the discretion of requiring employee to furnish a doctor's note.~~

### **Request for Sick Leave**

-

~~Requests for sick leave due to illness or other satisfactory reasons shall be given by the employee to their supervisor or designee prior to the beginning of the work shift. Absence due to doctor's appointments or other foreseeable causes shall be approved prior to the use of sick leave. Sick leave forms shall be prepared and submitted by the employee to the employee's immediate supervisor prior to leaving work or as soon as the employee returns to work, as appropriate.~~

### **Accumulated Sick Leave Exhausted**

~~When an employee's term of illness exceeds his/her accumulated sick leave, he/she may be authorized by the Executive Director to use his/her accumulated annual leave, rather than applying for leave without pay. When all accrued leave (sick and vacation) has been exhausted then employee would apply for leave without pay. At this time, if you have exhausted your sick leave, you may be eligible for donated time.~~

### **Donation of Sick/Annual Leave PTO Time**

OUA recognizes that employees may have catastrophic illness/injury or a serious health condition that may result in a need for additional time off in excess of their available ~~sick or annual leave~~ **PTO**. To address this need, all full time employees will be allowed to donate excess ~~sick and annual leave~~ **PTO** from their accrued balance to employees that may be in need of additional time off. Please contact Human Resources or designee for further information and guidelines regarding the voluntary donation of ~~sick/annual leave~~ **PTO** time.

### **Payment for Unused Sick Leave**

-

~~An employee is eligible for payment of unused sick leave upon:~~

-

~~1. Ten (10) years or more continuous service upon leaving employment with OUA in good Standing (is not discharged for cause); or~~

- 
- 2. ~~Death of employee who has ten (10) years or more of continuous service. Accrued benefits shall be paid to beneficiary or estate; or~~
- 
- 3. ~~Normal retirement. (Retirement from employment with the OUA on or after the normal retirement date.)~~
- 
- 4. ~~Layoff. (Criteria varies based upon years of service. Refer to Layoff policy)~~

~~A conversion rate of fifty percent (50%) will be applied to the employee's unused sick leave balance in determining the payment amount except for employees laid off.~~

### **3-6 Lactation Breaks**

Okeechobee Utility Authority will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The OUA will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The OUA may not be able to provide additional break time if doing so would seriously disrupt the OUA's operations, subject to applicable law. Please consult the Human Resources with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-7 Workers' Compensation**

On-the-job injuries are covered by Okeechobee Utility Authority's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow OUA procedures may affect the ability of employees to receive Workers Compensation benefits. Doctor will be requested to complete requirement for leave.

### **3-8 Jury Duty**

Okeechobee Utility Authority realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the OUA during such week.

### 3-9 Bereavement Leave

All employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to 40 hours of paid bereavement leave for qualifying "immediate family" will be provided to eligible employees in the following classification:

- Full time employees

Bereavement pay is calculated based on the base pay rate at the time of absence.

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

OUA defines "immediate family" as the employee's parents, step parents, child(ren), step child(ren), the employee's spouse, spouse's parents and step parents. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships and the employee is also considered the primary care giver or legal guardian.

### 3-10 Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in an election the employee may take off enough working time to vote. Such time will be paid. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

### 3-11 Witness Duty

OUA encourages employees to appear in court for witness duty when subpoenaed to do so.

Employees will be granted unpaid time off to appear in court as a witness at the request of a party other than OUA. Employees **may use their PTO** ~~are free to use any remaining paid leave benefits (such as annual leave)~~ to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence.

### 3-15 Employee Assistance Program

Okeechobee Utility Authority provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained by contacting an EAP counselor at (855) 268-1006. You are also provided this service through your Health Insurance Program, please reference your annual health insurance packet for contact information.

### 3-16 Retirement Plan

Eligible employees are required to participate in the OUA's Defined Benefit Plan for retirement. Plan participants make a mandatory pre-tax contributions of 6% to the retirement Fund. Participant benefit's will be based on salary and years of service. Participants are vested after five (5) years of service.

Upon becoming eligible to participate in this plan, the employee will receive a Summary Plan Description (SPD) describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to Human Resources or designee if there are any further questions.

### 3-17 Employee Recognition

Full time employees are to be recognized on the following anniversaries:

- Five (5) years - ~~\$50.00~~ **1% annual base salary** and certificate
- Ten (10) years - ~~\$100.00~~ **1.5% annual base salary** and certificate
- Fifteen (15) years - ~~\$150.00~~ **2% annual base salary** and certificate
- Twenty (20) years - ~~\$250.00~~ **2.5% annual base salary** and certificate
- Twenty-five (25) years - ~~\$350.00~~ **3% annual base salary** and certificate
- Thirty (30) years - ~~\$500.00~~ **3.5% annual base salary** and certificate
- Thirty-five (35) years - ~~\$750.00~~ **4% annual base salary** and certificate

Recognition of these employees shall be at every monthly Board meeting where the employee who has completed the said number of years from the day after the last Board meeting to the day of the current Board meeting for the years of service in the categories listed above. At said recognition, employee will be recognized, presented with certificate and check. The formula for each employee's beginning date of employment will be the same date as used when calculating ~~sick/annual leave~~ **PTO**. Employee participation in the recognition meeting is voluntary. If an employee is recalled or reemployed to work, you are considered to be a new employee; therefore your new date of hire will be used in calculating your years of service. For pension purposes only, the original hire date will be retained if the contributions to the pension fund were not previously dispersed.

Recognition for Retiring Employees will be as follows:

Must have worked at least 25 years to qualify for Board recognition and receive a plaque.



## Section 4 - Leaves of Absence

### 4-1 Personal Leave

If employees are ineligible for any other OUA leave of absence, Okeechobee Utility Authority, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn ~~vacation or sick days~~ PTO hours. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the OUA in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the OUA will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the OUA will be considered a voluntary resignation of employment.

#### **Time Off Without Pay**

Requested time off without pay for the offset of daily time missed for personal matters is not the same as personal leave without pay and will not be granted unless all other accrued time has been utilized. Time off without pay will not be guaranteed. Employee(s) will not be able to continue to request time off without pay without being subject to disciplinary action.

### 4-2 Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.



## Section 5 - General Standards of Conduct

### 5-1. Management Rights

The Authority shall have the exclusive right to manage the facilities, services, and business of the Authority, and direct the actions of employees.

These rights include, but are not limited to, the right to plan, direct, and control operations: to assign work and schedule the working hours; to determine the extent to which Authority services will be performed by Authority employees or by contract providers; to hire, promote, demote, and transfer employees; to suspend, discipline or terminate and to lay off employees for lack of work or for other reasons; to make and enforce rules of conduct and regulations; to introduce new methods, materials or facilities, to establish new job classifications and eliminate job classifications.

### 5-2 Progressive Discipline

The purpose of this policy is to state OUA's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership, fair supervision at all employment levels and positive employee participation.

OUA's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with OUA is based on mutual consent and both the employee and OUA have the right to terminate employment at will, with or without cause or advance notice, OUA may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension up to three days with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. The Supervisor shall record the verbal and written warning. Should offense require suspension or termination the Supervisor will make a recommendation to the Executive Director. The Executive Director will make the determination regarding suspensions and termination. Employees suspended without pay may not use any ~~paid~~ accrued **PTO** leave to make up for unpaid suspension. The Human Resource department should be notified of all disciplinary actions to oversee process. (See appendix Notice of Disciplinary Action)

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

## **Uniforms**

The Authority shall furnish an annual allowance for uniforms (pants & shirts) to employees assigned to water plants, wastewater plants, maintenance department, and meter reading department. The Administrative Department will be provided uniforms on an as needed basis.

## **5-25 Publicity/Statements to the Media**

All media inquiries regarding the position of the OUA as to any issues must be referred to the Executive Director. Only the Executive Director is authorized to make or approve public statements on behalf of the OUA. No employees, unless specifically designated by the Executive Director, are authorized to make those statements on behalf of OUA. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the OUA must first obtain approval from the Executive Director.

## **5-26 Layoff/Recall**

Any employee may be laid off when it becomes necessary by reason of, but not limited to: shortage of funds, lack of work, the abolition of a position or material changes in job duties or organizational structure, or for other reasons within the discretion of the Authority.

In the event of a reduction in the work force, temporary and newly hired probationary employees in the classification and department affected shall be first laid off. If further reductions are necessary, non-probationary employees and employees who are on promotional or transfer probation in the affected classification shall be laid off from the classification and department affected.

The order of such layoffs shall be based on length of service with the Authority provided that the employees' abilities and qualifications to perform the work and performance evaluations for the past three (3) years are relatively equal. In the event of the relative inequality of these factors between employees in the same classification, the employee with the higher values as determined by the employer, of the abilities and qualifications to perform the work and performance evaluations for the last three (3) years shall be retained.

Laid off regular employees will receive full payment for all accrued ~~vacation time (annual leave)~~ **PTO** at the employee's current rate of pay.

~~Regular employees with less than ten (10) years of continuous service who are laid off shall receive payment for twenty five percent (25%) of accrued sick leave.~~

~~Regular employees with more than ten (10) years of continuous service shall receive payment of fifty percent (50%) up to 240 hours and one hundred percent (100%) for all hours exceeding 240 hours of accrued sick leave.~~

## Recall

Laid-off employees shall be recalled to the classification from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under the following provisions:

The employment relationship shall be broken and terminated if an employee is laid off for twenty-four (24) consecutive months or one-half the employee's service of employment with the Authority at the time of layoff, whichever is lesser; or if the employee is laid off and fails to return to work within three (3) business days after having been recalled in writing by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the Authority, for such failure.

~~For purposes of vacation and sick leave accrual rate only, recalled employees shall retain credit for prior service.~~ Laid-off employees who are "rehired" within three (3) months of the effective date of layoff to regular Authority positions other than the classification in which they are assigned at the time of layoff, shall retain credit for prior service for purposes of vacation and sick leave **PTO** accrual rates only. ~~Vacation and sick leave benefits shall be paid at the time of layoff as indicated in Section I-~~ Laid-off employees who are recalled or rehired shall **will** not utilize or accrue vacation or sick leave **PTO** benefits during the period they were laid off.

~~Recalled employees shall have any accrued sick leave for which the employee did not receive any payment at the time of layoff restored.~~

~~Recalled employees may have all vacation and sick leave restored if employee repays the full amount of payment received within sixty (60) days following reinstatement.~~

All layoff and recall procedures shall be coordinated and processed by the Executive Director.

## 5-27 Vehicle Usage Policy

Some employees are issued and are responsible for a truck or automobile owned by OUA. OUA vehicles shall be used for official business only and shall be operated within the limits of traffic laws and safety regulations. Each employee who drives an OUA vehicle shall possess a valid Florida driver's license or commercial driver's license, as appropriate.

Each employee shall be personally responsible for any fines incurred as a result of driving or parking violations while driving an OUA vehicle. No employee shall operate an OUA vehicle when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication. Employees are not allowed to have non-OUA employees in the vehicle with him or her at any time. Unless those non-OUA employees are conducting OUA business such as engineers, contractors, and job applicants, etc.

Employees using OUA vehicles shall be responsible for proper maintenance and shall report any malfunctions or maintenance requirement to his/her immediate supervisor. Failure to maintain the OUA vehicle in a well maintained condition could result in disciplinary action, up to and including dismissal. This includes all preventative maintenance requirements for the vehicle.

Regular non-exempt employees who are assigned an OUA vehicle are not permitted to drive the vehicle to and from work unless designated as on-call status or is employed in a position that is considered necessary for the employee to have a vehicle at all times (i.e. Plant Operators, Maintenance Supervisor, etc.). Employees are allowed to drive OUA vehicles to conduct official OUA business and to lunch when working. Other employees may be issued and/or authorized OUA vehicles upon the approval of the Executive Director or his designee. If you have received approval to operate your own vehicle from OUA, you should reference the “Employee Safety Handbook Vehicle Use Policy” regarding requirements of coverage and policy. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly.

**Employees who use OUA vehicles or equipment should reference the “Employee Safety Handbook” for accident / incident policy and procedures.**

## **5-28 Business Expense Reimbursement**

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Human Resources or designee along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

## **5-29 References**

Okeechobee Utility Authority will respond to reference requests through the Human Resources or Finance Department. The OUA will provide general information concerning the employee such as date of hire, date of discharge, re-hirable and positions held. Requests for additional reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources or Finance Department.

**Only the Human Resources or Finance Department may provide references.**

### 5-30 If You Must Leave Us

Should an employee decide to leave the OUA **in good standing**, we ask that he or she provide a Supervisor with at least two (2) weeks advance notice of departure. For Executive Staff and Supervisors, a minimum of thirty (30) day notice in writing prior to departure is recommended. Thoughtfulness will be appreciated. All OUA property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the OUA's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the OUA (through payroll deduction, if lawful) for any lost or damaged OUA property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

### 5-31 Reemployment of Non-Retiree

Reemployment will be contingent, among other things, upon satisfactory references from previous employment with the OUA. Applicants who are reemployed shall be considered as new hires. The new hire date will be used for the purpose of ~~annual leave~~ **PTO** calculations. They shall be given a new hire date as of the date of return to the active payroll, and they shall be required to meet all qualifying conditions prior to participation in the benefits program.

### 5-32 Reemployment after Retirement

Reemployment after retirement is not guaranteed. All retiree applicants may have to apply for an open position and complete the application/interview process. If you are re-hired you will be considered a new hire. Your new hire date will be used for the purpose of ~~annual leave~~ **Employee Recognition and PTO** calculations. You will be given a new hire date as of the date of return to the OUA. Your employment will be based on a yearly term with a thirty-day cancellation notice by either party. The yearly term will be based on an annual evaluation by the Supervisor, Operations Director and/or Executive Director prior to next term being approved. If an employee is retired from OUA and receiving retirement benefits, he/she may not participate in the OUA Pension Program upon reemployment. Reemployment after retirement policies can be referenced in the Okeechobee Utility Authority Employees' retirement Plan Document, under section for "Reemployment after Retirement."

### 5-33 Exit Interviews

Employees who resign are requested to participate in an exit interview with Human Resources or designee, if possible.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 22

SEPTEMBER 17, 2024

**KINGS BAY MAINTENANCE AGREEMENT**

As required by King’s Bay Agreement, the OUA is to review the past year’s expenses incurred by the King’s Bay development. After review and tabulation of these expenses, a monthly service fee is to be established for the coming year.

The following table lists the previous fees paid by King’s Bay.

<b>YEAR</b>	<b>MONTHLY CHARGE (\$)</b>
2004	\$7.89
2005	\$6.21
2006	\$4.54
2007	\$6.56
2008	\$7.51
2009	\$8.30
2010	\$6.29
2011	\$7.28
2012	\$5.03
2013	\$4.37
2014	\$4.88
2015	\$5.03
2016	\$4.28
2017	\$6.19
2018	\$5.80
2019	\$5.47
2020	\$9.60
2021	\$9.57
2022	\$7.22
2023	\$8.77

The costs considered for this year are as follows:

Total Field Labor (Maint.)	\$11,106.00
Equipment	\$7,544.10
Parts & Materials	\$346.73
15% Admin Fee	\$52.01
Accounts	181
<b>Monthly Fee</b>	<b>\$8.77</b>

**Staff recommends the Board adopt a \$8.77 cost per month for King’s Bay accounts.**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 23

SEPTEMBER 17, 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 Holts 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, I have asked Holtz to prepare a scope of work and fee proposal. OUA staff will review and negotiate a final document. If available, it will be presented on Tuesday for review and action as warranted.





# Okeechobee Utility Authority

## Request for Proposal

### MALLARD LANDING GRAVITY SEWER EXPANSION



September 10, 2024  
Holtz Consulting  
Engineers, Inc.  
425 SW Park Street, #8  
Okeechobee, FL 34972  
Phone: (863) 824-7200







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- Section A: Letter of Transmittal
- Section B: Location and Personnel
- Section C: Project References
- Section D: Proposed Schedule of Work
- Section E: Other Information



# HOLTZ CONSULTING ENGINEERS, INC.

425 SW Park St., Suite #8, Okeechobee, FL 34972

Phone: (863) 824-7200 - Fax: (561) 575-2009



September 10, 2024

HAND DELIVERED

John Hayford, PE  
Executive Director  
Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, Florida 34974-4221

**Subject: Holtz Consulting Engineers, Inc. (HCE)  
Request for Qualifications/Proposals for Mallard Landing Gravity Sewer Expansion**

Dear Mr. Hayford and Selection Committee Members,

Holtz Consulting Engineers, Inc. (HCE) is pleased to submit our proposal to provide professional engineering services for the Mallard Landing Gravity Sewer Expansion project for Okeechobee Utility Authority (OUA). HCE staff thoroughly enjoys working with OUA staff on our current projects as well as on the successful completion of the Pine Ridge Park Water and Wastewater Systems Improvements, Connor Gables Water Main, SE 8<sup>th</sup> Avenue Water Main Replacement, and US 441 SE Water Main Replacement projects and we are looking forward to having the

opportunity to continue our great working relationship and mutual success on the Mallard Landing sewer expansion project as well.



HCE is a local engineering firm that specializes in providing quality, cost-effective, and responsive service to water and wastewater utilities in southeast Florida, with offices in Okeechobee, Jupiter, and Stuart. Our engineering staff has extensive experience in implementing gravity sewer system improvements with minimal impact to the community. We believe that OUA will benefit from selecting HCE to design, permit, bid and construct

*HCE's experience and knowledge with OUA gravity sewer projects and familiarity with local conditions will result in a timely and cost-effective delivery of the Mallard Landing Gravity Sewer Expansion*

the Mallard Landing sewer expansion because of HCE's specific current experience on OUA projects, our understanding of your utility and priorities, our extensive staff experience with

sewer system design and installation, our qualifications and experience with similar projects, and our commitment to the success of OUA and the Mallard Landing Gravity Sewer Expansion.

### OVERVIEW OF HOLTZ CONSULTING ENGINEERS

HCE is committed to assisting local water and wastewater utilities such as OUA with responsive, efficient, and cost-effective engineering services. Our staff has the qualifications, experience, and availability to provide the highest level of service to OUA on the Mallard Landing sewer expansion project. We have provided similar engineering design, permitting, bidding, and construction services to OUA on recent projects, as well as to other local utilities, and look forward to the opportunity to continue to work with OUA. HCE has all the expertise and experience necessary to successfully accomplish all required tasks as outlined in this request for proposal.



*HCE has the staff expertise and availability to immediately assist OUA with this important sewer expansion project*

HCE's staff bring to our clients many years of comprehensive engineering experience and we currently have fourteen professional engineers, one engineering intern, one experienced designer/drafter, four construction managers/inspectors, and one office manager. Our staff has the qualifications, experience, and availability to provide the highest level of service to OUA, and we are committed to meeting all OUA's project expectations. Christine Miranda, PE, your Project Manager, has been serving as HCE's project manager for OUA for the last nine years, and will continue to work closely with OUA managers and staff, our engineers and support staff, and project stakeholders to ensure that outstanding service is provided on the Mallard Landing Gravity Sewer Expansion project. A summary of our key personnel for this project, including our office location, is provided in **Section B**.

Our firm specializes in providing utility engineering services to utility clients in south Florida. Our engineering and management expertise include the following areas:

- Wastewater collection and transmission systems.
- Water distribution and transmission system design and permitting.
- Pump station design and rehabilitation.
- Master planning, capital improvement planning, budgeting assistance and asset management.
- Hydraulic modeling of water distribution and wastewater collection systems.
- Permitting of infrastructure improvements.
- Construction management services including inspection and start-up services.
- Water treatment, storage, and pumping.
- Wastewater treatment, reuse, and disposal.
- Grant writing and administration, including SRF, USDA, CDBG and others.



A summary of our related project experience can be found in **Section C**.



*HCE's successful experience and knowledge of gravity sewer design and construction will benefit OUA on this project.*

HCE has successfully implemented numerous projects similar to the Mallard Landing gravity sewer expansion. Most recently, HCE completed a Basis of Design report for the Village of Palm Springs and Palm Beach County Water Utility Department to plan for future sewer service to the Congress Avenue Community Redevelopment Area. This planning effort involved identifying parcels not currently served by the PBCWUD system and evaluating conceptual design alternatives to provide gravity sewer service as the corridor

develops. HCE has since been tasked with obtaining survey, completing the design, and providing engineering services during construction for 5,600 LF of 4-inch force main along the east side of the heavily traveled Congress Avenue. Construction is expected to begin in April 2025.

HCE has a solid approach to successfully implementing utility improvement projects and we understand the importance of working closely with the utility, community, surveyors, and other local professionals and contractors to ensure that construction is completed on time, within budget, and with minimal impact to the community. Our approach to providing excellent engineering services to OUA and your current and future customers is highlighted in **Section D**.

We pride ourselves on providing timely and cost-effective engineering and project implementation services to local utilities, with an emphasis on listening and understanding the needs of our clients on each assignment. We are committed to the success of all our projects and the clients that we serve. Please read the letters of recommendation from some of our clients, and contact our references listed in **Section E**, to hear about our performance and how easy we are to work with.

#### **WHY SELECT HCE?**

OUA will benefit from the qualifications, experience, and efficient structure of HCE. We are a Florida firm with the qualifications and experience necessary to get the job done right, and the responsiveness and nimbleness to do it quickly and cost effectively. All of the members of our firm are actively involved in providing engineering service to our clients. We therefore have very low overhead and can provide outstanding value to OUA. As we have demonstrated with our past project history with OUA as well as with our other legacy clients, we are interested in a long-term professional relationship with OUA and will therefore endeavor to provide quality and value in all assignments in which we are entrusted.

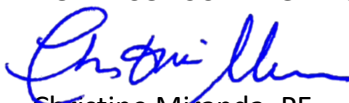
Out of all the consulting firms submitting proposals to OUA, why select HCE? Because we are a

focused water and wastewater utility engineering firm with the staff resources, expertise and experience to help OUA evaluate and implement improvements to your wastewater collection system in a responsive and efficient manner. HCE is committed to helping OUA meet your sewer expansion needs and has experienced personnel with the ability and availability to get the job done right. A summary of the reasons why OUA should select HCE as your utility engineering consultant is provided below.

- The HCE Team has the qualifications, expertise and experience to provide excellent utility engineering and inspection service to OUA and meet all your project budget and schedule requirements.
- The only subconsultants we anticipate having is a geotechnical engineer, and potentially an underground locator for any utility conflicts, which combined should be less than 2% of the anticipated work.
- ***HCE is committed to delivering top-notch service to OUA and the successful completion of this project. We have thoroughly enjoyed working with OUA since 2015 and are looking forward to having the opportunity to continue to provide outstanding service to OUA.***

We appreciate the opportunity to submit our proposal for Professional Engineering Services for the Mallard Landing Gravity Sewer Expansion project and commit to providing responsive and effective engineering services on this project. We look forward to hearing from you and welcome the opportunity to discuss the benefits to OUA of selecting Holtz Consulting Engineers, Inc. as your professional engineering consultant for this project.

Sincerely,  
HOLTZ CONSULTING ENGINEERS, INC.



Christine Miranda, PE  
Vice President

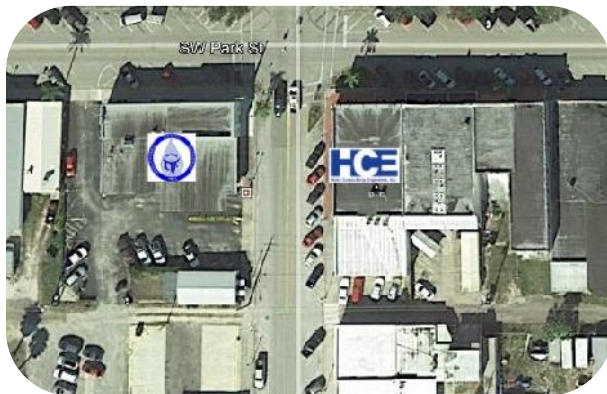
## SECTION B: LOCATION AND PERSONNEL

### B.1 OVERVIEW OF HOLTZ CONSULTING ENGINEERS, INC.

Holtz Consulting Engineers, Inc. (HCE) was founded in March 2006 in Palm Beach County to assist utilities, cities, and counties such as OUA with high-quality, responsive, and efficient engineering services on facility and utility improvement projects. We have demonstrated our commitment to providing excellence and value on numerous successful projects over the past eighteen years. We are currently successfully providing engineering services to several other local entities and have the expertise and experience necessary to accomplish all required tasks related to OUA's Mallard Landing Gravity Sewer Expansion project.



**HCE's central headquarters in Jupiter allows us to provide responsive and efficient engineering service to all our clients, including OUA**



**HCE's Okeechobee office is located in downtown Okeechobee. Our proximity to the OUA offices allows us to quickly respond to the needs of the OUA.**

HCE and our team members provide significant experience and capabilities in all phases of project implementation, including planning, hydraulic modeling, condition assessments, rehabilitation, preliminary engineering and final design, public relations and communication, alternative funding analysis including grant writing and administration, permitting, bidding/procurement, construction services, and project start-up and close-out. Our firm prides itself on providing timely and cost-effective engineering and management service to local utilities, with an emphasis on listening and understanding the needs of our

Clients on each assignment. As long-time residents of the area and members of the community, we are committed to the success of all of our projects and the Clients that we serve. We are eager to have the opportunity to provide OUA with quality engineering services for this project.

### B.2 LOCATION OF CORPORATE HEADQUARTERS

HCE's corporate headquarters is located in Jupiter, Palm Beach County, with branch offices in Okeechobee and Stuart. Much of the design work and any funding assistance will be conducted out of our headquarters in Jupiter. All the drafting and some supporting design and much of the construction

administrative assistance will be performed out of our Okeechobee office, allowing HCE staff to respond to the construction site quickly when necessary.



Corporate Headquarters - Jupiter, Florida  
270 S. Central Boulevard, Jupiter, FL 33458



Branch Office - Okeechobee, Florida  
425 SW Park St. #8, Okeechobee, FL 34972



Branch Office - Stuart, Florida  
607 SW St. Lucie Crescent, Stuart, FL 34994

### B.3 TEAM ORGANIZATION

We have assembled a team of local, responsive, and cost-effective firms and individuals that we believe can provide outstanding engineering and technical support to OUA. Our team was selected with the specific needs of OUA in mind. Since the survey will be obtained by OUA, we only anticipate having to utilize a geotechnical engineer and potentially an underground utility locator to assist in providing information that will be needed for the project design. A brief description of the role and qualifications of our team members is summarized in the following pages, and a team organization chart can be found at the end of this section.

#### B.3.1 HCE Subconsultants

**Andersen Andre Consulting Engineers** is a professional geotechnical engineering and construction materials testing firm with a wealth of local knowledge. The founders, Peter Andersen, PE and David Andre, PE have more than 45 years of experience between them, providing service in Florida and the Caribbean. AACE's soil, aggregate, and concrete testing laboratory is routinely inspected and certified by both the Construction Materials Engineering Council and FDOT. AACE has enjoyed working with HCE on several projects in the past and looks forward to the opportunity to provide continued service in the future.



HCE can also provide OUA access to significant additional professional expertise and resources for individual specialized projects and studies. We have extensive professional contacts and



relationships and will ensure that adequate capability and capacity is made available for all assignments requested of us by OUA. HCE will contract with any firm or individual that provides a valuable resource required or requested by OUA for a particular assignment. However, with HCE there will be no aggressive marketing of services or specialty staff from other offices or firms.

### **Underdog Utility Detection, LLC**

Underdog Utility Detection, LLC. Underdog is an underground utility locating, consulting and coordination firm established as a Florida corporation in February 2018. Since its inception, Underdog Utility Detection, LLC has been involved in providing Subsurface Utility Engineering services (SUE). The SUE process conforms to the American Society of Civil Engineers (ASCE) Standard CI/ASCE 38-02 for the collection and depiction of existing subsurface utility data. SUE is an engineering process utilizing state-of-the-art technology to accurately identify, characterize and map underground utilities during the design phase of a project.



## **B.4 KEY PROJECT PERSONNEL**

### ***B.4.1 HCE Staff***

HCE staff have extensive sewer design and construction experience. HCE currently has fourteen professional engineers and one engineering intern (EI) project engineer on staff, one designer/drafter, and four construction managers/inspectors. Two of our engineers are certified Master Modelers. The firm's founders, Andrea and David Holtz, each bring to their clients over 35 years of comprehensive engineering and management experience. Ms. Holtz is President of HCE and is responsible for overall business management of the firm and has assisted local utilities in obtaining more than \$100 million dollars in grant funding. Mr. Holtz specializes in water and wastewater engineering and has worked as a consulting engineer in South Florida since 1986. His experience includes long-term general engineering consulting for several utilities and implementation of major utility projects in the area. Christine Miranda has extensive successful prior experience with Okeechobee Utility Authority and has managed all HCE's design projects for OUA in the past and will continue to do so in the future. Christine is an accomplished professional engineer with over 25 years of water and wastewater distribution, and collection system design, construction management and client service experience. Christine will continue to focus on delivering exceptional service to OUA. She is a very effective project manager and ensures successful completion of all projects, from small, fast-paced projects to large projects with numerous disciplines and subconsultants. Christine has also provided outstanding service to local utilities for many years and has a comprehensive understanding of water distribution and wastewater collection systems and the challenges that local utilities face in



*Christine Miranda is an experienced project manager who will provide top-notch service to Okeechobee Utility Authority*



providing cost-effective and environmentally-sound water and wastewater service to their customers.

Additionally, Christine has extensive expertise and a great working relationship with the FDEP SRF Program in Tallahassee should OUA choose to seek SRF funding for this project. She is knowledgeable and skilled at meeting all the submittal and schedule requirements to obtain funding, as well as in ensuring that SRF requirements are adhered to during construction.

- Peter Van Sickle will be assisting Christine on this project, and is currently managing the State Road 78 Water Main Improvements project for OUA. He brings over 15 years of experience in providing engineering services to utilities in southeast Florida and the Midwest.
- Matthew Paymer has extensive engineering design and modeling experience and has contributed to several successful OUA projects.
- Kristin Fecko is currently working on the majority of HCE's grant and funding projects and will assist Christine with the SRF program administration, if needed for this project.
- Curtis Robinson, Larry Lardieri and Stephen Fowler provide extensive design and construction management expertise.
- Linwood Lee, Tony Campbell, and Art Xaros bring extensive construction expertise to the firm.
- Harrison Barron, Taylor Lenney, Kelley Conboy, and Brad Gilbert are dedicated and energetic project engineers that will provide responsive service and value to OUA.

OUA will immediately benefit from HCE staff's experience and expertise in wastewater collection system engineering and our comprehensive understanding of the challenges and responsibilities of running a successful utility. All the members of HCE are actively engaged in providing service to our clients, with minimal overhead staff. HCE's streamlined organization and structure allows us to provide efficient and responsive service to OUA. Our staff specializes in water, wastewater, and reclaimed water engineering and as a group has extensive experience providing high-quality service to local utilities.

An organizational chart is provided on the following page.

#### ***B.4.2 Key Subconsultant Personnel***

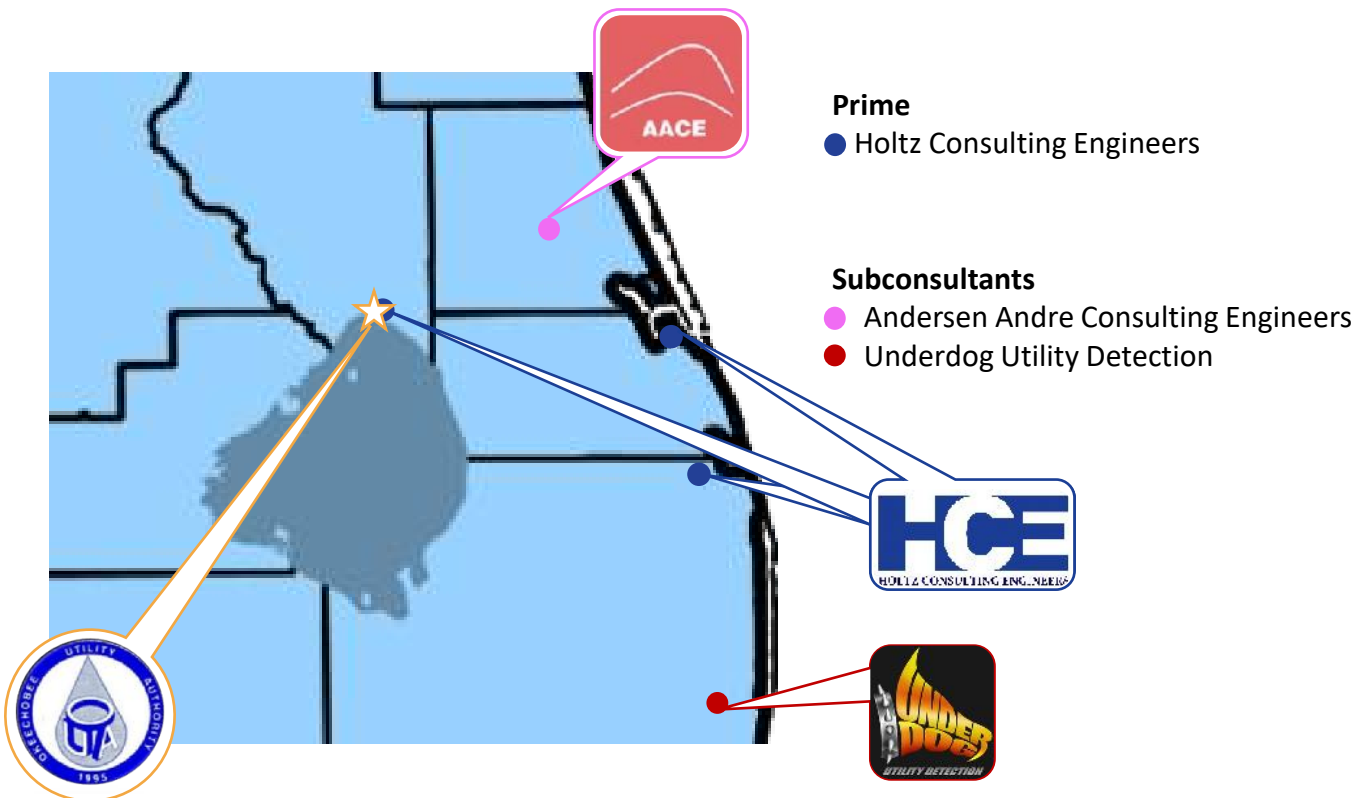
**Peter Andersen, PE** is a principal of Andersen Andre Consulting Engineers. He has served as Project Manager for the development of recommendations for site preparation and foundation design for projects throughout Florida and outside of the United States including numerous low- and high-rise structures, bridges, piers, buried structures, transmission towers, silos, roadways, drainage structures, off-shore mooring facilities, seawalls, retaining walls, anchoring systems, excavation bracings, underpinning measures, dams, and levees.

# Okeechobee Utility Authority



**Project Manager:** Christine Miranda, PE

<b>Senior Engineers</b> Peter Van Sickle, PE Benjamin Fecko, PE Curtis Robinson, PE Steve Fowler, PE, CGC	<b>Project Engineers</b> Harrison Barron, PE Kelley Conboy, PE Brad Gilbert, EI	<b>Geotechnical Engineering</b> Peter Andersen, PE
<b>SRF Funding Assistance</b> Christine Miranda, PE Kristin Fecko, PE Taylor Lenney, PE	<b>Designer/Drafters</b> Russell Ryan	<b>Underground Utility Locates</b> Justin Ryan
<b>Hydraulic Modeling</b> Matthew Paymer, PE	<b>Construction Inspection</b> Linwood Lee Tony Campbell	<b>QA/QC</b> Larry Lardieri, PE David Holtz, PE, BCEE



Resumes for the primary team members are included at the end of this section.

Christine Miranda has been a Client Service Manager and Project Manager with Holtz Consulting Engineers, Inc. since 2012. Ms. Miranda is experienced in successfully managing multiple projects, from small, fast paced projects to large projects with numerous disciplines and subconsultants. She brings over 23 years of experience in the design of water treatment and distribution systems, pumping stations, permitting, and SRF funding assistance.

### **Project Related Experience**

**Pine Ridge Park Water and Wastewater System Improvements – Okeechobee Utility Authority –** This project connected the existing 150 customers within the Pine Ridge Park service area to Okeechobee Utility Authority’s (OUA) water and wastewater system. Project included preliminary design and routing analysis, design, permitting, and bidding of water distribution system and wastewater collection improvements.

**Turtle Creek Series Septic to Sewer Conversion-Loxahatchee River District –** HCE assisted the Loxahatchee River District with the implementation of a sanitary sewer program in Martin County throughout the Turtle Creek community in Tequesta. This project included the survey, design, permitting, bidding, and services during construction of approximately 12,000 linear feet of both gravity and low-pressure sewer systems to serve 138 residences which were on septic systems. The project was broken up into four phases.

**Jupiter Inlet Lighthouse Septic to Sewer Conversion – Loxahatchee River District -** HCE is providing professional engineering services for the design, permitting, bidding and services during construction for the installation of 8” gravity sewer, gravity services, manholes, a commercial duplex lift station, discharge force main, residential grinder stations, low pressure force main, and connection to an existing force main at the Jupiter Inlet Lighthouse Park. The work also includes abandonment of existing septic tanks and removal of existing grey water tanks. The project also includes replacement of the existing private domestic potable water system on the property with new 8” and 6” water mains, hydrants, and services and site improvements including construction of stormwater swales, grading, demolition of existing stormwater catchment structures, and construction of new parking areas.

**Water Distribution Improvements - City of Stuart** Project included design, permitting, and Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) funding assistance, of approximately 59,000 linear feet of 6-inch through 12-inch water mains in existing residential neighborhoods and commercial developments for the City of Stuart.

**Rolling Hills Sewer System Evaluation, Design and Construction – Loxahatchee River District –** HCE assisted the Loxahatchee River District with evaluating an existing sewer system that was constructed in the 1980s but never put into service. The Rolling Hills neighborhood consisted of 49 homes that had been served by septic tanks. HCE assisted the District with evaluating the existing gravity sewer piping and manholes and made recommendations to both rehabilitate existing infrastructure and to install additional system components, in order to provide sewer service to the project area. HCE also provided design, permitting, and bidding services, as well as engineering services during construction for the CIPP lining of 2,950 linear feet of 8-inch gravity sewer including making point repairs, rehabilitation of 17 manholes, installation of new gravity sewer service laterals, a new duplex submersible lift station, and 1,000 linear feet of new 4-inch force main.

**Port St. Lucie Blvd. Utility Adjustment Plans– City of Port St. Lucie –** This project includes preparation of water and sewer utility adjustment engineering plan sheets for three separate projects along Port St. Lucie Blvd. Plan and profile utility sheets based upon FDOT standards were prepared based upon the contract roadway and drainage plans. Utility adjustments for both the water and sewer system included adjustments in place, relocations of several portions of water main and force main systems within the project corridor, and the inclusion of additional fittings and/or extension of mains to provide connections for future development.

### **Education**

Bachelor of Science in BioResource Engineering, Rutgers University, 1999

### **Registration**

Professional Engineer, Registration No. 60906, State of Florida

David Holtz is co-founder of Holtz Consulting Engineers and helps oversee the management of the company and execution and quality control for capital improvement projects for numerous public utilities in Southeast Florida. He has over 35 years of comprehensive water, wastewater and reclaimed water engineering experience in Florida and has been the Engineer of Record for numerous significant utility improvement projects.

### **Project Related Experience**

**Martin County Utilities** – Mr. Holtz has assisted Martin County Utilities with general engineering consulting and implementation of numerous utility and infrastructure improvements projects. Utility improvement projects that Mr. Holtz helped implement include new return sludge and waste activated sludge pumping facilities at the North and Tropical Farms Wastewater Treatment Plants, an in-line wastewater booster pump station at the Martin Downs site, new reclaimed water storage and pumping facilities at the Tropical Farms WWTP, biological odor control systems for two existing lift stations, and assistance with biosolids treatment facilities at both WWTPs. Mr. Holtz has also assisted with wastewater treatment plant permit renewals, deep-well mechanical integrity testing and replacement of a dual-zone monitor well and updating of the wastewater and reclaimed water master plan.

**Seacoast Utility Authority** – Mr. Holtz manages HCE's general consulting services for the Seacoast Utility Authority (SUA). He has served as Client Service Manager for improvements to the wastewater treatment plant, a nanofiltration WTP nanofiltration force main, lined storage tanks and pump station to blend with reclaimed water, raw wastewater collection and force main replacements, water distribution system improvements and numerous raw water production wells and raw water mains.

**Water Main Extension Connecting SR15 to SR80-Palm Beach County Water Utilities Department** – HCE performed survey, geotechnical, permitting, and design services for a new 1.3 mile 16-inch water main in the City of Belle Glade. This main looped the existing water system between State Road 80 and State Road 15 to provide water service and fire protection to

the proposed industrial and commercial parcels at the location of the BGI Group LLC property (formerly the Glades Correctional Institute). Hydrants and stub-outs for future connections with isolation valves were installed approximately every 1,500 feet and air release or combination valves were provided at high points along the main. This project included permitting with the FDEP, FDOT, F.E.C. Railroad, South Florida Conservancy District, City of Belle Glade, and Palm Beach County Fire/Rescue Department.

**Lift Station #88 Force Main Replacement – Seacoast Utility Authority** – HCE provided design-build services for the installation of an 8-inch force main along Hood Road as well as a complete mechanical rehabilitation Lift Station 88 for SUA. The project also includes horizontal directional drilling of the force main under existing stormwater structures, connection to existing force mains, abandonment of the existing force main, and concrete and landscaping restoration. HCE provided all design, permitting, and construction services to deliver this project turnkey.

**Concentrate Force Main and Blending Pump Station – Seacoast Utility Authority** – Mr. Holtz provided oversight and quality assurance for a project to convey nanofiltration concentrate 3.8 miles from the Hood Road WTP to the PGA WWTP where it is discharged into a 5-MG line storage pond. The 16-inch HDPE force main included directional drilling of Interstate 95, Florida's Turnpike and several other large local roads. Concentrate is then pumped from the storage pond using two vertical-turbine can pumps to the end of the chlorine contact chambers where it is blended with reclaimed water for beneficial use by SUA's reuse customers. The project was completed on time and under budget and was partially funded with a grant from the SFWMD.

### **Education**

Bachelor of Science in Environmental Engineering, University of Florida, 1985

Masters of Engineering in Environmental Engineering, University of Florida, 1987

### **Registration**

Professional Engineer, Registration No. 42595, Florida



Peter Van Sickle holds a Bachelor of Science in civil and environmental engineering from the University of Iowa. Pete has over 15 years of experience in providing engineering services for utility owners and operators in the Midwest and Southeast Florida. This includes wastewater, stormwater and condensate collection and conveyance, as well as medium voltage, water, and steam distribution. He excels at studying, designing, and overseeing construction for direct buried utilities in different project environments. Pete has experience managing projects ranging from small utility jobs to large transportation projects.

### **Project Related Experience**

**New Water Treatment Plant Program and Grant Support – Village of Indiantown** –Pete was directly involved in the evaluation, permitting, project planning, and financial support (pursuit of state/federal Grants, appropriations, etc.) for the newly proposed 1.2 MDG RO plant for the Village of Indiantown. This effort included detailed review of Village options related to the funding, scheduling, and permitting for the proposed WTP. A total of four (4) bid packages were identified and preliminarily scheduled. Pete was directly involved in developing the technical support material for grant related pursuits. This project has already received grant funding to begin to move into design.

**State Route 78 Force Main – Okeechobee Utility Authority (OUA)** – Pete was directly involved in designing and permitting for the installation of a new force main beneath the USACE’s LD-4 levee near Lake Okeechobee within the ROW of SR-78. The installation method for this new force main is to be horizontal directional drill. This drill is part of a much larger project connecting the OUA service area to new clients further west along SR-78. Due to the HDD installation method, Pete completed the USACE Drilling Program Plan for the project.

**City of Port St. Lucie Glades – Westport Force Main** –Pete was involved in the final stages of design, QA/QC of bidding documents, development of the easement documentation/FPL agreements, and project cost estimating. Due to unique routing conditions, both consent and land use agreements were required with FPL for the direction beneath I-95 and FPL’s large transmission lines. This project consisted of the

installation of a large diameter force main spanning three phases over a total of 40,000 LF.

**Water Supply Plant – Village of Indiantown** –Pete completed the Water Supply Plan (WSP) for the Village. This effort included close coordination with the Village, SFWMD, and developer partners within the Village for accurate demand related data. The data analysis, population projections, and capital improvement recommendations from this WSP has provided the foundation on which the Village’s entire water program is being built including updating their consumptive use permit to aiding the wastewater flow projections for their new WWTP.

**Country Club Drive Resurfacing – Village of Tequesta** –Pete led the design of a resurfacing project for over 11,000 LF of roadway within residential neighborhoods. This project included considerable analysis of geotechnical conditions before recommending the preferred surface treatment and roadway cross section. Close coordination with the Village, considerations for residential construction, and limited construction budget was crucial during the development construction documents. Ultimately, this work will utilize a piggy-back contract. This decision required coordination with the existing contract/contractor and the development of a series of cost estimates aligning the proposed improvements with the existing piggy-back contract.

**Treasure Island Septic to Sewer utilizing Vacuum Pump Stations – Okeechobee Utility Authority** – Pete aided in the design of a large, \$60M+ septic to sewer project for the Okeechobee Utility Authority. While this project is still ongoing, Pete was directly involved in the development of the preliminary design report for the project and the development 30% review plans for a series of vacuum pumps station connected to OUA’s existing treatment facility via a 7 mile, 16” force main.

### **Education**

Bachelor of Science in Civil and Environmental Engineering, The University of Iowa, 2009

### **Registration**

Professional Engineer, Registration No. 97633, State of Florida

Professional Engineer, Registration No. 21990, State of Iowa

Benjamin Fecko holds a Bachelor and Master's degrees in civil engineering from Penn State University. Ben has over 16 years of experience in providing client and engineering services for local water and wastewater utilities. He excels at wastewater distribution and collection system design, permitting, and construction management and, since starting in September 2020, has already become an important member of the HCE team.

### **Project Related Experience**

**Sailfish Ball Field Force Main Replacement – City of Stuart** – HCE is providing design, permitting, and bidding assistance for the replacement of a portion of the 24-inch force main system located at the Stuart Middle School property. This force main segment currently goes beneath the Middle School property, is adjacent to above grade improvements, and has shown indications of it being at the end of its useful life in the recent years. The existing force main is constructed of unlined ductile iron and based on existing flows at the wastewater reclamation facility is oversized. A new 20-inch force main is proposed to be routed around the Middle School property at SE Stypmann Boulevard and SE Georgia Avenue, north on SE Georgia Avenue, east on SE Ocean Blvd, and south on SE High School Avenue to SE Stypmann Boulevard for an approximate length of 2,220 linear feet. The new mains will be installed by both open-cut and horizontal directional drill methods.

**City of Port St. Lucie Glades-Tradition Reuse Water Main Project-** HCE provided professional engineering services related to the survey, geotechnical exploration, modeling, design, permitting, bidding, and construction for approximately 12,250 linear foot extension of the City's existing reuse water main originating from their Glades Wastewater Treatment Facility. The proposed extension started from the reuse water main's existing termination near Glades Cut-off Road and extended to the Glades Force Main Repump Station site at the end of SW Tradition Parkway right-of-way. The reuse water main extension allows the City to provide reuse water sales to the Tradition Irrigation Company and provide the transmission for future expansion of the reuse system to developments including Verano,

Western Grove, Riverland-Kennedy, and Wilson Groves.

**City of Stuart Reverse Osmosis Water Treatment Plant and Concentrate Main- City of Stuart - HCE** is responsible for the design of the stormwater management, site work, and yard piping for this 1.5 MGD upgrade to the City of Stuart Water Treatment Facility. The project also included a design of an approximate one-mile 12" RO concentrate force main from the water treatment plant to a deep well injection at the wastewater plant. The site work consisted of new driveways, fencing, stormwater management including two rain gardens, and yard piping to connect the new and existing facilities. Permitting was required through FDEP for the stormwater management and the City of Stuart for the site plan and associated work.

**Harbor-Linden Neighborhood Restoration – Martin County** - Project manager for the design and permitting of the neighborhood restoration project in the Harbor-Linden area of Stuart, FL. The project with Martin County Public Works included the design of stormwater, utility, and paving improvements as part of the County's capital improvement plan. Approximately 3,600 LF of new storm sewer, 13,500 LF of new low-pressure force main, 1,600 LF of new sidewalk, 8,000 LF of swale improvements, and over 3 miles of resurfacing was included in the project. The project included public meeting with residents and coordination with Martin County Utilities on the force main and a separate water main project.

### **Education**

Bachelor of Science in Civil Engineering, The Pennsylvania State University, 2004

Master of Science in Civil Engineering, The Pennsylvania State University, 2006

### **Registration**

Professional Engineer, Registration No. 70865, State of Florida

### **Affiliations**

Florida Engineering Society, Past Treasure Coast Chapter President

Mr. Fowler has over 18 years of experience in the design, permitting, and construction of projects that include water and wastewater treatment, pipelines, pump stations, production and injection wells, and reclaimed water production. Mr. Fowler also has experience in construction cost estimating and project management for underground utility general contractors, and in 2016 he obtained his general contractor's license.

### **Project Related Experience**

#### **Water Main Extension Connecting SR 15 to SR 80 – Palm Beach County Water Utilities Department–**

Mr. Fowler was the project manager for a new 1.3 mile 16-inch water main in the City of Belle Glade. This main looped the existing water system between State Road 80 and State Road 15 to provide water service and fire protection to proposed industrial and commercial parcels. Hydrants and isolation valves were installed and air release or combination valves were provided at high points along the main.

#### **Hood Road Floridan Aquifer Raw Water Main – Seacoast Utility Authority –**

This project included the survey, design, permitting, bidding, and construction administration services for 2,800 linear feet of 36-inch and 42-inch raw water main along Hood Road in Palm Beach Gardens, Florida. The raw water main was designed to be installed via both open-cut methods and horizontal directional drilling methods. Additionally, 4,200 feet of 2-inch HDPE fiber-optic conduit with pull boxes was installed parallel to the proposed raw water main. Both Palm Beach County Right-of-Way and Palm Beach County Health Department permits were required for this project.

#### **Feasibility Study for Potable Water Interconnection to Serve FPL's West County Energy Center- PBCWUD –**

PBC currently provides reclaimed water to the West County Energy Center from the reclaimed water production at the ECRWRF through a 36-inch reclaimed water main. If there is a failure at either the ECRWRF or along the reclaimed main, emergency cooling water will be required for the continued operation of the energy center. This project involves conducting an engineering evaluation of the feasibility of one or more interconnections between Palm Beach County's water distribution system and the 36-inch reclaimed water main from the East

Central Regional Water Reclamation Facility to the FPL West County Energy Center.

#### **North Palm Beach Water and Wastewater Infrastructure Improvements – Seacoast Utility Authority –**

Mr. Fowler was the project manager for the installation of approximately 1,000 feet of new 6-inch HDPE and DIP force main along Lighthouse Drive and under the North Palm Beach Waterway, via horizontal directional drill methods and open cut methods, and installation of approximately 900 feet of 6-inch DIP water main along Riverside Road. The project also included 650 feet of 8-inch DIP water main installed via open cut and approximately 420 feet of 8-inch water main installed via horizontal directional drill methods under the North Palm Beach Country Club Golf Course.

#### **Well Replacement and Improvements Program– Village of Palm Springs –**

Mr. Fowler was the project manager for the rehabilitation of surficial Well Nos. 11, 15, & 16 and replacement of Well Nos. 9 & 10 for the Village of Palm Springs. The rehabilitation and replacement of these wells is being executed as multiple projects that are all part of a singular program to improve the Village's raw water systems. The project involves new wellhead piping, valves, pumps, power and controls, as well as connecting the wells to the Village's SCADA system.

#### **Lift Station Asset Inventory**

#### **– Palm Beach County Water Utilities Department (PBCWUD) –**

HCE provided engineering services to develop detailed asset inventories to capture asset data information for lift stations throughout the PBCWUD service area. In total, data for over 20,500 assets was collected for the 969 stations, with approximately 42,000 individual attributes captured for uploading into the PBCWUD Maximo system for lift stations.

#### **Education**

Bachelor of Science in Environmental Engineering, University of Florida, 2003

#### **Registration**

Professional Engineer, Registration No. 69039, State of Florida

Certified General Contractor, Florida, Registration No. CGC1525114



Curtis Robinson joined Holtz Consulting Engineers, Inc. in 2009. Mr. Robinson has over 19 years of experience in the design, permitting and construction administration of water, wastewater, and reclaimed water projects. He has worked on projects in Martin County and neighboring counties totaling over \$120 million.

### **Project Related Experience**

**Western Force Main & Water Main Extension Project – Martin County Utilities** - HCE provided hydraulic modeling, design, permitting, and contractor procurement services for the installation of approximately 29,800 linear feet of water and 36,000 linear feet of wastewater force mains ranging in size from 16-inch to 6-inch necessary to include new customers, currently served by individual septic tanks, in the service area located along State Road 714 between Florida's Turnpike and Interstate 95. The project will connect these Western Utility Extension users to the Martin County Utilities wastewater transmission system upstream of existing Lift Station No. 540. HCE has designed upgrades to existing Lift Station No. 540 to repump wastewater flow from the Western Corridor Extension to the Martin Downs In-line Booster Pump Station, also designed by HCE. HCE will also be assisting the County with elements during the construction of the project.

**Water Distribution Improvements - City of Stuart** Project included design, permitting, and Florida Department of Environmental Protection (FDEP) State Revolving Fund funding assistance, of approximately 59,000 linear feet of 6-inch through 12-inch water mains in existing residential neighborhoods and commercial developments for the City of Stuart. The new mains replaced inadequately sized mains, looped dead ends, old mains, and increased fire protection for the City. The mains were located in City, County, and Florida Department of Transportation right-of-ways.

**Force Main Crossing the Intracoastal Waterway – Seacoast Utility Authority** – HCE is providing design, survey, geotechnical evaluation, permitting, bidding, and construction administrative services for 1,300 linear feet of new force main crossing the Intracoastal Waterway in Palm Beach Gardens, Florida. The new 16-inch ductile iron and 18-inch

HDPE force main will include a horizontal directional drill beneath the Intracoastal Waterway and will provide another connection from the island to the mainland. Right-of-way, FDEP and South Florida Water Management District Environmental Resource Permit permits will be obtained. This project has been awarded and constructing will be commencing.

**Jensen Beach Force Main Extension – Martin County Utilities and Solid Waste Department** - HCE provided professional engineering services for the replacement of an existing above-grade ductile iron force main installed on the bridge from the mainland to Hutchinson Island. The existing force main was replaced with a new below-grade HDPE force main constructed via the horizontal directional drill method. In addition to the preparation of engineering plans and specifications, HCE provided permitting services to obtain permits from the Florida Department of Environmental Protection, the Army Corp of Engineers, and the Florida Department of Transportation.

**Wastewater and Reclaimed Water Master Plan Development – Martin County Utilities**- HCE assisted MCU with updating their 2007 wastewater and reclaimed water master plan. The master plan was updated based on more recent information regarding wastewater treatment plant flow projections, development in the service area and wastewater infrastructure improvements made since 2007. An evaluation of the County's wastewater transmission system was performed to accommodate potential future growth and the conversion of all of the approximately 16,000 existing septic systems located in the County's Utility Service Area. The reclaimed water model was revised to reflect future potential reclaimed water customers.

### **Education**

Bachelor of Science in Civil Engineering, Missouri S&T, 2001

Master of Science in Engineering Management, Missouri S&T, 2003

### **Registration**

Professional Engineer, Registration No. 65685, State of Florida

Lawrence Lardieri brings over 46 years of comprehensive utility engineering experience to the HCE team. Mr. Lardieri has diverse experience in the water and wastewater sector, and has worked on projects including master planning, sanitary sewer collection/transmission, pump station design, and facility rehabilitation, among others. As part of this contract, he will provide design, general engineering guidance and quality assurance.

### Project Related Experience

**Emergency Lift Station No. 88 Force Main Replacement– Seacoast Utility Authority** – HCE provided survey, design, permitting, and construction administration services of approximately 1,500 LF of 8” force main along Hood Road and the rehabilitation of Lift Station No. 88 including cleaning and recoating of the wet well, replacing the base plates, base elbows, riser piping, and all above-grade valves and piping. Also included was the disassembly and removal of the temporary force main and all restoration.

### **iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton**

HCE is providing utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in three neighborhoods. The upgrades generally include construction of larger diameter water mains to replace aged mains, relocation and elimination of rear water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the design, permitting, and construction of the Country Club Village and SW 18th Street neighborhood, which included a 16-inch water main under Interstate-95, and the SW 12<sup>th</sup> Ave corridor.

### **26<sup>th</sup> Street & Flagler Drive Stormwater Improvements – City of West Palm Beach**

Assisting the City of West Palm Beach with the replacement of all underground public utilities along 26th Street including water, gravity sewer, and stormwater. HCE is providing professional engineering services including field investigation, survey, and design for numerous existing utilities in an existing residential neighborhood along 26th street in West Palm Beach. In addition to complete utility replacement, this project includes roadway reconfiguration, design of new crosswalks and traffic

calming facilities, and improvements to the existing landscaping. This project includes significant amounts of public outreach and coordination with the City and includes unique challenges due to the age of the existing infrastructure.

### **Miami-Dade County Consent Decree Program (MDWASD) - Miami**

- Served as chief engineer for the Consent Decree (CD) Program Manager/Construction Manager (PMCM) for MDWASD. The major purpose of this program is to implement (design, permit, and construct) plans for continued improvement to the Miami-Dade Water and Sewer Department Wastewater Collection and Transmission System (WCTS) and Wastewater Treatment Plants (WWTP) as mandated by the United States Environmental Protection Agency (EPA). There are eighty-one (81) original Consent Decree projects and one hundred and seventy-two (172) independent projects in the CD Program; total program cost is \$1.965B. Mr. Lardieri, as the PMCM Chief Engineer, provided technical input / support coordination; reviews and comments on project Technical Memorandums, BODRs, wastewater collection and transmission system modeling reports, design consultant project design submittals/deliverables, permitting documents and agency RFIs, etc.; assists by providing technical input for technical issues/RFIs that arise during project construction. FMs from 8” to 72” in size; pump stations ranging from 0.3 mgd to more than 20.0 mgd in size.

### **Tropical Farms Wastewater and Water Treatment Facilities - Martin County**

- Engineer of record for and directed design and permitting of the on-site master surface water management system for expansion of the existing wastewater treatment plant and water treatment plant, both located on the same site. Was also responsible for preparation of the paving, grading, and drainage improvements, and design of four on-site wastewater lift stations.

### **Education**

Bachelor of Science in Civil Engineering and Construction Technology, Temple University, 1974

### **Registration**

Professional Engineer, Registration No. 26948, State of Florida

Matthew Paymer joined Holtz Consulting Engineers, Inc. in June 2015. Since starting at HCE, he has served as a project engineer for the design, permitting, and construction administration of water, wastewater and reclaimed water projects. Matt is a skilled hydraulic modeler and has developed utility models for several clients in South Florida.

### **Project Related Experience**

**Western Utility Extension Wastewater System Modeling– Martin County Utilities** –HCE provided modeling services to evaluate providing wastewater services to several existing and proposed entities located along the SW Martin Highway corridor between Interstate I-95 and Florida’s Turnpike. The project included the sizing, preliminary design, and preliminary cost estimates of over 35,000 linear feet of 4, 6, and 8-inch PVC force main along SW Martin Highway, SW Citrus Blvd., and SW Bush St. required to connect wastewater flow from the Western Utility Extension to the existing MCU wastewater transmission system. HCE also determined the expected peak-hour wastewater flows and connection pressures of the Western Utility Extension entities. Additionally, the project determined the impacts to, and associated improvements required for, the MCU wastewater force main transmission system resulting from the addition of peak-hour wastewater flow from the Western Utility Extension.

**Golden Gate Wastewater Modeling– Martin County Utilities** –HCE assisted Martin County Utilities by updating their existing wastewater master plan and hydraulic model to incorporate additional wastewater flow to the existing wastewater transmission system due to the construction of new developments within the Tropical Farms service area, most notably the Golden Gate development. The existing MCU wastewater hydraulic model includes numerous MCU owned and operated wastewater pump stations, miles of wastewater pipeline, two (2) inline booster pump stations, and the Tropical Farms Wastewater Treatment Facility. HCE evaluated the expected peak-hour wastewater flows and new lift stations that would connect to the existing MCU wastewater transmission system. HCE worked with MCU to determine a phasing plan that determined the

anticipated sequence that new developments would connect to the existing wastewater transmission system. HCE created new hydraulic model scenarios that matched the wastewater flows developed in the master plan update and phasing plan. HCE analyzed the results of the model scenarios to identify additional improvements to the existing MCU wastewater transmission system necessary to support the construction of the new developments during each phase. Improvements to the existing wastewater transmission system included the construction of parallel pipelines and improvements to the existing Dixie Park Inline Booster Pump Station. The results of the hydraulic modeling effort were summarized in a technical memorandum that included GIS figures of the proposed improvements and a breakdown budget level cost estimate during each phase of development.

**Potable, Reclaimed, and Wastewater System Modeling – Seacoast Utility Authority** – Matt has developed several calibrated hydraulic models for Seacoast Utility Authority (SUA) of the potable water distribution system, reclaimed water transmission system, and wastewater transmission system and, utilizing those calibrated models, performed several hydraulic modeling scenarios. The hydraulic models were drawn in the ESRI GIS environment as fully connected geometric networks and then imported and developed using Innovyze Infowater hydraulic modeling software. Pipes were assigned diameters and roughness coefficients based on size and material from available SUA record drawings or GIS, node elevations were assigned based on USGS lidar topography, and model boundary conditions were assigned based on information from SUA staff. The models were calibrated to most closely match SCADA records during peak flow conditions or various field tests if applicable (i.e. hydrant flow tests).

### **Education**

Bachelor of Science in Environmental Engineering, University of Florida, 2015

### **Registration**

Engineer-In-Training, State of Florida.

### **Certifications**

WaterGEMS Certified Master Modeler

Harrison Barron is a graduate of the University of Florida and joined Holtz Consulting Engineers, Inc. in October 2016. Since starting at HCE, he has worked as a project engineer on several successful well rehabilitation, water distribution, wastewater collection, and treatment projects, as well as providing permitting and regulatory assistance to various clients.

### **Project Related Experience**

#### **iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton–**

HCE is providing utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in three neighborhoods. The upgrades generally include construction of larger diameter water mains to replace aged mains, relocation and elimination of rear water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the design, permitting and construction of the Country Club Village and SW 18th Street neighborhood, which included a 16-inch water main under Interstate-95, and the SW 12<sup>th</sup> Ave corridor.

#### **Turtle Creek Series Septic to Sewer Conversion-Loxahatchee River District –**

HCE assisted the Loxahatchee River District with the implementation of a sanitary sewer program in Martin County throughout the Turtle Creek community in Tequesta. This project included the survey, design, permitting, bidding, and services during construction of approximately 12,000 linear feet of both gravity and low-pressure sewer systems to serve 138 residences which were on septic systems. The project was broken up into four phases.

#### **Replacement and Improvements Program – Village of Palm Springs –**

Replacement of Well Nos. 9 & 10 for the Village of Palm Springs. The rehabilitation and replacement of these wells is being executed as multiple projects that are all part of a singular program to improve the Village's raw water systems. The project involves preparation of drawings and specifications of new wellhead piping, valves, pumps, power and controls, as well as connecting the wells to the Village's SCADA system. HCE is also providing construction oversight services, including shop drawing review, conducting progress meetings, and review of contractor applications for payment.

#### **Floridan Wellhead F-5 and Raw Water Main-Seacoast Utility Authority –**

HCE provided surveying, design, permitting, bidding assistance, and construction administrative services for a new Floridan aquifer well including a stainless-steel wellhead, pump, stainless steel discharge piping, and a HDPE and PVC raw water main from the F-5 wellhead to the Hood Road Water Treatment Plant. This project included approximately 3,600 feet of 18-inch raw water main that was installed via open cut and horizontal directional drilling methods parallel to the Eastern Palm Beach-3C Canal and through an existing neighborhood.

#### **Hood Rd. 36-inch Raw Water Main – Seacoast Utility Authority –**

HCE provided survey, design, permitting, bidding and construction engineering services for 3,200 linear feet of 36-inch raw water main located in easements and right-of-ways along Hood Road in Palm Beach Gardens, Florida. Over 3,600 linear feet of fiber optic conduit was also designed and constructed as part of the project. The project included PVC, HDPE and ductile iron pipe installed both via open-cut and directional drill methods. Permits were obtained from multiple agencies.

#### **Ground Storage Tank Nos. 5, 6, and 7 at the Hood Road Water Treatment Plant – Seacoast Utility Authority-**

HCE provided professional services for the surveying and site investigation, design, permitting, bidding and construction administration of the addition of three new 2-MG prestressed-concrete ground storage tanks (GST) at the Hood Road Water Treatment Plant (WTP), including associated water main piping extensions, valves and fittings, electrical and instrumentation and site preparation. Work also included various yard piping improvements in the vicinity of the new GSTs.

### **Education**

Bachelor of Science in Environmental Engineering, University of Florida, 2015

### **Registration**

Professional Engineer, Registration No. 91550, State of Florida.

### **Professional Affiliations**

American Water Works Association, Member



Kristin Fecko holds Bachelor's and Master's degrees in civil engineering from Syracuse and Penn State University, respectively. She also has a Master's in Technical Communications from the University of Central Florida. Kristin has over 15 years of experience in providing grant research, application, and management experience. She joined HCE in April 2022.

### **Project Related Experience**

**SRF, Sewer System Pipe Lining and Vacuum Truck Purchase – City of Lake Worth Beach** – HCE is providing planning, design, bidding, and loan application assistance to the City of Lake Worth Beach for their pipe lining remediation program. HCE researched capital purchase regulations to help the City optimize the replacement of their existing vacuum truck. This is a phased program, and HCE is assisting the City to prioritize areas for lining and repair based on a Wastewater Infiltration & Inflow Study of its system.

**FDEP Resilient Florida – City of Port St. Lucie, City of West Palm Beach, City of Lake Worth Beach, City of Riviera Beach** – HCE submitted planning and implementation funding applications on behalf of several clients to the FDEP Resilient Florida Program. Projects included vulnerability assessments, adaptation planning, stormwater and wastewater improvements to help cities adapt to sea level rise and climate changes. To date, multiple applications have been funded, including nearly \$9 million in wastewater improvements.

**Fire Department Support Grants - City of Riviera Beach** – HCE has submitted applications for funding assistance for the Riviera Beach Fire Rescue department, including applications to the Solid Waste Authority of Palm Beach County, the Firehouse Subs Public Safety Foundation, and FEMA Assistance to Firefighters Grant programs. HCE met extensively with Fire Rescue staff to understand equipment and facility needs.

**FDEO Fire Station Nos. 5 and 6 Hardening- City of West Palm Beach** - HCE submitted a successful application for more than \$4 million in hardening and

mitigation improvements to two of the City's fire stations. HCE assists the City and coordinates with FDEO staff to help manage these funded projects from the establishment of City's policies to support FDEO funding, and throughout the project design and construction phases.

**FDEM Residential Undergrounding of Power Lines- Village of Golf** - HCE is responsible for the grant application and management for a nearly \$2.2 million power line undergrounding initiative throughout the Village. HCE coordinates with the project engineer, manager, Village staff, and State personnel to manage reimbursements to the Village, maintain documentation, and provide closeout services at the completion of project construction.

**FDEM Low Pressure Grinder Electrical Panel Replacements – City of Port St. Lucie** - HCE provided design, bidding, construction management, and grant application and management support to replace nearly 1,000 residential electrical panels with generator receptacles. This allows for residential sewage stations to pump immediately after storm events and prevent sewage overflows at multiple low pressure grinder locations.

**Funding Research – City of Port St. Lucie, City of Lake Worth Beach, City of Riviera Beach, Village of Tequesta** - HCE provides research and networking support to assist clients in finding funding opportunities and encourage regional partnerships, in order to help realize planned capital projects and system analyses.

### **Education**

Bachelor of Science cum laude in Civil Engineering, Syracuse University, 2003

Master of Science in Civil Engineering, The Pennsylvania State University, 2005

Master of Arts in English, Technical Communications, University of Central Florida, 2014

### **Registration**

Professional Engineer, Registration No. 69812, State of Florida

Linwood Lee has successfully managed construction over \$50 million of water and wastewater projects. At Holtz Consulting Engineers, he serves in the role of Construction Manager, and is primarily responsible for overseeing the construction of a project from start to finish and helps to ensure completion of the project as specified, on time, and within budget. Linwood is very familiar with utility construction projects and proper means and methods of construction and is a valuable asset to Holtz Consulting Engineers and our clients.

### **Project Related Experience**

**SE 8<sup>th</sup> Avenue Water Main Replacement – Okeechobee Utility Authority**– The project included the replacement of approximately 11,000 linear feet of new water mains to replace the existing distribution system within the SE 8th Avenue neighborhood via a combination of open-cut and horizontal directional drill methods. A new water distribution system with new services and fire hydrants was designed, constructed, and connected to the OUA system.

**Water Distribution Improvements - City of Stuart** – Project included design, permitting, and Florida Department of Environmental Protection (FDEP) State Revolving Fund funding assistance, of approximately 59,000 linear feet of 6-inch through 12-inch water mains in existing residential neighborhoods and commercial developments for the City of Stuart. The new mains replaced inadequately sized mains, looped dead ends, old mains, and increase fire protection for the City. The mains are located in City, County, and Florida Department of Transportation right-of-ways.

**Sailfish Ball Field Force Main Replacement – City of Stuart** – HCE is providing design, permitting, and bidding assistance for the replacement of a portion of the 24-inch force main system located at the Stuart Middle School property. This force main segment currently goes beneath the Middle School property, is adjacent to above grade improvements, and has shown indications of it being at the end of its useful life in the recent years. The existing force main is constructed of unlined ductile iron and based on existing flows at the wastewater reclamation facility is oversized. A new 20-inch force main is proposed to be routed around the Middle School property at SE Stypmann Boulevard and SE Georgia Avenue, north on SE Georgia Avenue,

east on SE Ocean Blvd, and south on SE High School Avenue to SE Stypmann Boulevard for an approximate length of 2,220 linear feet. The new mains will be installed by both open-cut and horizontal directional drill methods.

**iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton**– HCE is providing utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in three neighborhoods. The upgrades include construction of larger diameter water mains to replace aged mains, relocation and elimination of rear water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the construction of the Country Club Village and SW 18th Street neighborhood, which included a 16-inch fusible PVC water main under Interstate-95, and the SW 12<sup>th</sup> Ave corridor.

**Port St. Lucie Blvd. Utility Adjustment Plans– City of Port St. Lucie** – This project includes preparation of water and sewer utility adjustment engineering plan sheets for three separate projects along Port St. Lucie Blvd. Plan and profile utility sheets based upon FDOT standards were prepared based upon the contract roadway and drainage plans. Utility adjustments for both the water and sewer system included adjustments in place, relocations of several portions of water main and force main systems within the project corridor, and the inclusion of additional fittings and/or extension of mains to provide connections for future development.

**Martin Downs Inline Booster Pump Station – Martin County Utilities**– Project included design, permitting, bidding, and construction administrative services for an in-line wastewater booster pump station at the Martin Downs Master Repump Facility. This project included modifying the existing repump facility into an in-line repump station with chopper pumps. The project also included an on-site submersible lift station, the conversion of an existing lift station to a manhole, and the construction of two new vacuum truck off-loading stations.

### **Education**

High School, Morgan City, LA.  
Construction Management, WSU, WA.

Tony Campbell brings more than 13 years of experience in the management of construction, operations and maintenance of water and wastewater treatment plants and collection/distribution systems and related utility infrastructure. At Holtz Consulting Engineers, he serves in the role of Construction Manager, and is primarily responsible for overseeing the construction of a project from start to finish and helps to ensure completion of the project as specified, on time, and within budget. Tony is a highly motivated individual and is an asset to Holtz Consulting Engineers and our clients. His expertise and experience with utility operations helps ensure that construction activities do not interfere with ongoing system operations and maintenance. He also brings expertise with process control, physical, chemical and biological treatment processes, and working with plant operation managers and staff to test, optimize and troubleshoot water and wastewater plants.

#### **Related Experience**

**City of Stuart Reverse Osmosis Water Treatment Plant- City of Stuart** - HCE is responsible for the design of the stormwater management, site work, and yard piping for this 1.5 MGD upgrade to the City of Stuart Water Treatment Facility. The project also included a design of an approximate one-mile 12" RO concentrate force main from the water treatment plant to a deep well injection at the wastewater plant. The site work consisted of new driveways, fencing, stormwater management including two rain gardens, and yard piping to connect the new and existing facilities. Permitting was required through FDEP for the stormwater management and the City of Stuart for the site plan and associated work. HCE is also responsible for the State Revolving Fund (SRF) administration during construction for this project.

**Port St. Lucie Boulevard Utility Relocations- City of Port St. Lucie** – HCE completed the design of water and sewer utility relocations over a stretch of 1.8 miles of Port St. Lucie Blvd. in the City of Port St. Lucie, FL. The relocation of utilities was required in coordination for the proposed widening of the roadway and associated drainage improvements along the same route from Parr Drive to Darwin Blvd. The force main and water mains to be relocated varied in size from 2-in to 16-in diameter.

**Glades-Tradition Reuse Water Main Project – City of Port St. Lucie** - HCE is providing professional engineering services related to the survey, geotechnical exploration, modeling, design, permitting, bidding, and construction for an approximately 11,850 linear foot extension of the City's existing reuse water main originating from their Glades Wastewater Treatment Facility. The proposed extension will start from the reuse water main's existing termination near Glades Cut-off Road and extend to the Glades Force Main Repump Station site at the end of SW Tradition Parkway right-of-way. The reuse water main extension will allow the City to provide reuse water sales to the Tradition Irrigation Company and provide the transmission for future expansion of the reuse system to developments including Verano, Western Grove, Riverland-Kennedy, and Wilson Groves.

**Jupiter Inlet Lighthouse Septic to Sewer Conversion – Loxahatchee River District** - HCE is providing professional engineering services for the design, permitting, bidding and services during construction for the installation of 8" gravity sewer, gravity services, manholes, a commercial duplex lift station, discharge force main, residential grinder stations, low pressure force main, and connection to an existing force main at the Jupiter Inlet Lighthouse Park. The work also includes abandonment of existing septic tanks and removal of existing grey water tanks. The project also includes replacement of the existing private domestic potable water system on the property with new 8" and 6" water mains, hydrants, and services and site improvements including construction of stormwater swales, grading, demolition of existing stormwater catchment structures, and construction of new parking areas.

#### **Education**

High School, Valley Christian Academy, Burton, MI  
Criminal Justice, Mott Community College, Flint, MI

#### **Licenses**

Florida Wastewater License A  
Colorado Wastewater C License  
Georgia Wastewater C License  
Georgia Distribution License  
Michigan General Contractor License



## **Key Qualifications**

Peter G. Andersen, P.E. has more than 28 years of experience in the Geotechnical Engineering and Materials Testing field. Peter worked at an international Geotechnical and Environmental Consulting firm from 1997 through 2006 where he served as Project Engineer for the development of recommendations for site preparation and foundation design for projects throughout South Florida and in the Caribbean including numerous low- and high-rise structures, bridges, piers, buried structures, transmission towers, silos, roadways, drainage structures, off-shore mooring facilities, seawalls, retaining walls, anchoring systems, excavation bracings, underpinning measures, dams and levees. From 2002 through 2006, he served as a Senior Project Engineer and Assistant Branch Manager where in addition to the above listed responsibilities, he was in charge of planning and supervision of field and laboratory geotechnical exploration programs for both public and private sector clients.

During his career, Peter has had the opportunity to work on numerous utility-related geotechnical engineering projects which ranged in size and complexity from directional-drill pipelines to large-scale water and waste water treatment plants. These projects included coordinating and overseeing drilling operations in addition to providing geotechnical engineering recommendations. Below is an abbreviated list of such utility-related representative projects:

## **Utility-Related Project Experience**

- Town of Pahokee Water Treatment Plant - Filter Tank, Pahokee, Florida
- Martin County Tropical Farms Water/Wastewater Treatment Plant (Numerous Phases)
- Seacoast Utility Authority Ground Storage Tank No. 7
- Seacoast Utility Authority Lift Station No. 36 Replacement
- Seacoast Utility Authority Lift Station No. 36 Replacement
- Seacoast Utility Authority Ellison Road Lift Station No. 36 Replacement
- Seacoast Utility Authority Hood Road WTP Pavement Improvements
- Okeechobee Utility Authority Vacuum Stations 3 & 4
- Fort Pierce Utility Authority Replacement Upland WWTP

## **Education**

- Master of Engineering in Geotechnical Engineering, University of Florida, 1997
- Bachelor of Science in Civil/Structural Engineering, Technical University of Denmark, 1995

## **Professional Registrations**

- Professional Engineer, State of Florida Registration No. 57956

## **Professional Affiliations**

- Florida Engineering Society
- Danish Engineering Society
- National Society of Professional Engineers
- Florida Institute of Consulting Engineers
- Geotechnical and Materials Engineering Council



## SECTION C: PROJECT REFERENCES

A summary of some of Holtz Consulting Engineers’ (HCE) experience with utility infrastructure projects is provided in this section. A sampling of our related project experience with sewer system improvements is described. The role of HCE staff on these projects is indicated and contact information for the owner is provided.

HCE has significant successful experience assisting local utilities with infrastructure improvement projects over the last eighteen years. We welcome you to contact our references with any questions you may have about our performance on their work.

### Okeechobee Utility Authority Pine Ridge Park Water and Wastewater Improvements

This project connected the 150 residences within the Pine Ridge Park community to OUA’s regional water and wastewater system. HCE provided services for the preliminary design and routing analysis, surveying, geotechnical and environmental assessment, design, permitting, bidding, and construction administration of water distribution system and wastewater collection improvements. The project included the installation of new water mains and abandonment of existing small diameter mains, replacement of mains and services from the rear of properties to the front, abandonment and demolition of the existing water treatment plant site facilities, tie-in of the new water mains to OUA’s existing water distribution system, and installation of new gravity sewer and new wastewater lift station and force main, to collect and transmit the flows from the existing Pine Ridge Park gravity collection system. This project was divided into two separate construction contracts.



#### ***Pine Ridge Park Water and Wastewater Improvements***

<i>Client Contact</i>	John F. Hayford, P.E. Executive Director, Okeechobee Utility Authority 100 SW 5 <sup>th</sup> Avenue, Okeechobee, FL 34974 Phone: 863-763-9460 ext.218 Fax: 863-763-9036
<i>Initiation and Completion Dates</i>	June 2015 – March 2018
<i>Responsible HCE Team Member and Office</i>	Christine Miranda, PE, Jupiter, FL
<i>HCE Role</i>	Prime Consultant
<i>Engineering Fee</i>	\$221,892
<i>Final Construction Cost and Time</i>	Water Contract - \$396,654, 210 days (30 days ahead of schedule) Wastewater Contract - \$695,470.46, 352 days (16 days past contractual date)
<i>Change Orders Issued (if any)</i>	-\$124,125.28 (-10.2%) (\$73,014.28 Wastewater Contract and \$51,111 Water Contract)

Tab C-1

**Loxahatchee River District Turtle Creek Community Septic to Sewer Conversion Program**

HCE assisted the Loxahatchee River District with the implementation of a sanitary sewer conversion program throughout the Turtle Creek community in Tequesta. This project includes the survey, design, permitting, bidding, and services during construction of approximately 12,000 linear feet of new sewer systems to serve 138 residences which are currently on septic systems. This project was implemented in four phases, with homes grouped based on proximity and Homeowner’s Association. This project included both gravity sewer and low-pressure force main installation, with different phases receiving different systems. This project required extensive coordination with residents and Homeowner’s Associations in order to minimize disruption to residents, ensure that home access was maintained, and that sewer services were installed in the correct locations.



**Loxahatchee River District Turtle Creek Community Septic to Sewer Conversion Program**

<i>Client Contact</i>	Kris Dean, P.E. Deputy Executive Director Loxahatchee River District 2500 Jupiter Park Drive Jupiter, FL 33458 Phone: 561-401-4024
<i>Initiation and Completion Dates</i>	December 2015– June 2018
<i>Responsible HCE Team Member and Office</i>	Christine Miranda, PE, Jupiter, FL
<i>HCE Role</i>	Prime Consultant
<i>Engineering Fee</i>	\$337,423
<i>Final Construction Cost and Time</i>	\$1,413,297
<i>Change Orders Issued (if any)</i>	-\$87,649.46

**Palm Beach County Fieldbrook Gravity Sewer Design**

HCE provided survey, engineering, design, permitting, and bidding services for a new gravity sewer system, duplex submersible lift station, and discharge force main in the Fieldbrook Estates Subdivision. This community is comprised of 54 lots located west of Jog Road and north of Clint Moore in Boca Raton. The Fieldbrook Estates subdivision is a private golf and country club community containing 54 estate homes, all of which were served by individual septic systems. HCE coordinated with both County staff and HOA representatives to properly locate existing septic systems on the properties such that new services could be installed in the correct locations. Additionally, HCE provided community outreach services and participated in HOA meetings to provide residents with a clear understanding of project details and expectations.

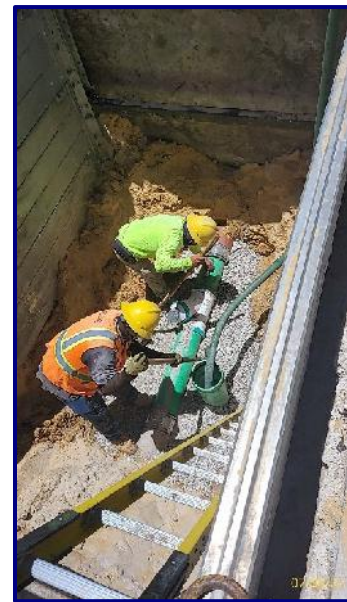


***Palm Beach County Fieldbrook Gravity Sewer Design***

<i>Client Contact</i>	Henry Melendez, PE Project Manager 8100 Forest Hill Boulevard, West Palm Beach, FL 33413 Phone: 561-493-6120
<i>Initiation and Completion Dates</i>	June 2014 – October 2016
<i>Responsible HCE Team Member and Office</i>	Andrea Holtz, PE, Jupiter, FL
<i>HCE Role</i>	Prime Consultant
<i>Engineering Fee</i>	\$98,938.07
<i>Final Construction Cost and Time</i>	\$1,848,150
<i>Change Orders Issued (if any)</i>	N/A

**Loxahatchee River District Rolling Hills Sewer System Evaluation, Design, & Construction**

HCE assisted the Loxahatchee River District with evaluating an existing sewer system that was constructed in the 1980s but never put into service. The Rolling Hills neighborhood consisted of 49 homes that had been served by septic tanks. HCE assisted the District with evaluating the existing gravity sewer piping and manholes and made recommendations to both rehabilitate existing infrastructure and to install additional system components, in order to provide sewer service to the project area. HCE also provided design, permitting, and bidding services, as well as engineering services during construction for the CIPP lining of 2,950 linear feet of 8-inch gravity sewer including making point repairs, rehabilitation of 17 manholes, installation of new gravity sewer service laterals, a new duplex submersible lift station, and 1,000 linear feet of new 4-inch force main.



***Loxahatchee River District Rolling Hills Sewer System Evaluation, Design, & Construction***

<i>Client Contact</i>	Kris Dean, P.E. Deputy Executive Director Loxahatchee River District 2500 Jupiter Park Drive Jupiter, FL 33458 Phone: 561-401-4024
<i>Initiation and Completion Dates</i>	January 2020– June 2023
<i>Responsible HCE Team Member and Office</i>	Christine Miranda, PE, Jupiter, FL
<i>HCE Role</i>	Prime Consultant
<i>Engineering Fee</i>	\$44,558 (Evaluation) + \$143,372 (Design & SDC)
<i>Final Construction Cost and Time</i>	\$1,114,309
<i>Change Orders Issued (if any)</i>	\$23,954

**Loxahatchee River District Jupiter Inlet Lighthouse Septic to Sewer Conversion**

This project consisted of the installation of 8” gravity sewer, manholes, lift station, discharge force main, and connection to the Loxahatchee River District’s wastewater collection system. It involved the abandonment of existing septic tanks, grey water tanks, and lateral connections, as well as replacement of the Lighthouse Park’s existing private water system. HCE first provided engineering design and permitting services for this project, and then provided bidding services, sketch and legal preparation for easements, and engineering services during construction under additional work authorizations.



***Loxahatchee River District Jupiter Inlet Lighthouse Septic to Sewer Conversion***

<i>Client Contact</i>	Kris Dean, P.E. Deputy Executive Director Loxahatchee River District 2500 Jupiter Park Drive Jupiter, FL 33458 Phone: 561-401-4024
<i>Initiation and Completion Dates</i>	October 2020 – October 2023
<i>Responsible HCE Team Member and Office</i>	Christine Miranda, PE, Jupiter, FL
<i>HCE Role</i>	Prime Consultant
<i>Engineering Fee</i>	\$142,961.00
<i>Final Construction Cost and Time</i>	\$1,154,609.00
<i>Change Orders Issued (if any)</i>	\$54,410.08

## SECTION D: PROPOSED SCHEDULE OF WORK, INVESTIGATIONS, MILESTONES, AND RESULTS

HCE staff has the experience and knowledge to successfully perform all engineering tasks associated with the Mallard Landing Gravity Sewer Expansion project. A summary of the scope of work for the project and HCE's project approach is contained in this section.

### D.1 PROPOSED SCHEDULE OF WORK

This section highlights the tasks necessary for the preliminary analysis evaluation, funding procurement, and the design, permitting, bidding, and construction of the Mallard Landing Gravity Sewer Expansion project.

#### *D.1.1 Gravity Sewer System Improvements*

HCE understands that one of OUA's top priorities is to eliminate septic tanks within its service area, made even more important by recent water quality issues observed throughout the State. HCE has extensive experience in evaluating existing sewer systems, identifying unserved areas, and designing improvements to enable connection to a centralized wastewater collection and treatment system.

The steps necessary to implement the Mallard Landing Gravity Sewer Expansion are summarized below:

- 1. Evaluate Existing Sewer System.** HCE staff will first 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.

- 2. Plan for Future Service/ Facilities Plan.** During the planning phase, HCE will 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 of OUA's receiving lift station NW-3, which will collect flows from this proposed project as well as the Mallard Landing subdivision.

In the course of the project design, HCE will consider whether the current lack of sewer service to the project area poses any health, safety, or environmental risks, and



will make every effort to minimize disruptions to property owners in the project area. HCE's evaluation of the project area will be summarized in an engineering feasibility report, or a facilities plan. If it is determined that OUA wishes to proceed with obtaining SRF funding, the facilities plan will also include additional information required by the SRF program, such as an environmental analysis, business plan, and background information on OUA's utility system.

3. ***Design Gravity Sewer System Improvements.*** Once the evaluations are complete, HCE will obtain any required geotechnical information and/or underground utility location information needed for the design. Utilizing the existing survey information performed by BSM, the design of the gravity sewer collection system will be developed and depicted on drawings and all pipe and materials will be specified.
4. ***Permit Gravity Sewer System.*** A permit to construct the sewer system improvements will be obtained from the Florida Department of Environmental Protection, as well as any required FDOT and City right-of-way permits and/or NPDES permits.
5. ***Bid Services.*** The construction drawings and technical specifications will be combined with front-end bidding documents to publicly advertise for a contractor to build the project. HCE will assist OUA with advertising, answering questions from bidders, preparing addenda, evaluating bids, and the recommendation of award of the contract to the low, responsive, and responsible contractor.
6. ***Construct Sewer System Expansion.*** After a contractor is selected, construction of the improvements will commence. HCE will assist with construction contract administration and inspection of the work to ensure compliance with the design intent and permits and will certify completion of construction to permitting agencies. HCE staff will assist OUA with all aspects of the preliminary evaluation, design, cost estimating, permitting, bidding, and construction administration of the Mallard Landing Gravity Sewer Expansion. Please see the following pages for more details on HCE's approach to each of these specific tasks.

A preliminary schedule of the engineering tasks associated with the Mallard Landing Gravity Sewer Expansion project is provided on the following page.

# Preliminary Schedule for Implementation of the Mallard Landing Gravity Sewer Expansion Project

TASK	Timeframe/Duration (Months)															
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
<b>Engineering</b>																
Evaluate existing sewer system	█															
Planning for future service/ Facilities Plan	█	█														
Design			█	█												
Permitting				█												
Bidding					█	█										
Services During Construction							█	█	█	█						
<b>Construction</b>																
Installation of Gravity Sewer Main							█	█	█	█						
Closeout										█						

Engineering  
 Construction  
 Targeted SRF Hearing Date\*

## D.2 HCE APPROACH TO MALLARD LANDING GRAVITY SEWER EXPANSION

HCE has worked with several area utilities to plan, develop and implement gravity sewer system improvement projects. HCE staff has extensive experience in all phases of project implementation, from conceptual design and preparing budgetary cost estimates that allow utility management to properly plan and budget for upcoming improvement projects, to construction and start-up of the improvements.

HCE's approach to implementing planned utility improvements is outlined below. These steps are intended to ensure that the project goals are clearly understood, and that the project is completed on time, within budget, and to the complete satisfaction of OUA managers and staff.

### D.2.1 Evaluate Existing Sewer System

HCE will review survey information and field verify existing wastewater infrastructure in and around the project area, and will evaluate the area for the best placement and installation method for gravity sewer pipe. HCE will confirm the properties that are not currently served by a sewer system, and their current or expected land use to help determine a design flow projection. HCE will work closely with OUA staff and other project stakeholders for input as to preferences and impacts to the utility that can best be identified by those managing, operating and maintaining the utility system.



*HCE will verify existing wastewater infrastructure and capacities*

### D.2.2 Planning for Future Service/ Facilities Plan

Wastewater service in the Mallard Landing expansion project area appears to be currently provided by onsite septic tanks. Adjacent to the project area, parcels along the US 441/ State Road 15 corridor are served by 2" and 4" force main pipes which connect to private lift stations that presumably collect wastewater and connect to the centralized OUA treatment system. Wastewater service connections will be provided by a separate developer for parcels west of the Mallard Landing project area. In order to connect the project area to the OUA centralized wastewater treatment system, gravity sewer lines will need to be installed to serve the parcels along NW 11<sup>th</sup>, 12<sup>th</sup>, and 13<sup>th</sup> Streets, between NW 3<sup>rd</sup> Avenue and US441. All adjacent properties adjacent to the proposed gravity network would then connect to the new gravity sewer system. The gravity system will then connect to the Mallard Landing Subdivision wastewater collection system which ultimately flows to OUA's lift station NW-3. Lift Station NW-3 will be evaluated to ensure that it has the capacity to accept the additional new flows for both Mallard Landing and OUA's Mallard Landing gravity sewer expansion.



### *D.2.3 Design and Permitting*

Since OUA will be directly obtaining the topographic survey for this project, the only additional information needed for the design may include geotechnical information and/or underground utility locations. HCE has an in-depth knowledge of design criteria for gravity sewer systems and OUA's sewer system, as we have completed the Pine Ridge Park and SE 3<sup>rd</sup> and 5<sup>th</sup> gravity sewer improvements projects in the past. HCE will prepare detailed drawings and specifications depicting existing and proposed infrastructure and providing all necessary instructions to the contractor and all OUA requirements. Detailed specifications will be prepared to supplement the design drawings, with detailed description of specifications for all materials, equipment and construction and testing requirements, as well as bidding and contract requirements.



*HCE will utilize their expertise and input from the OUA staff to deliver quality project drawings and specifications*

Design documents will typically be prepared at the 30-, 60-, and 90-percent completion levels for review by OUA staff. HCE will also prepare updated cost estimates at the planning and 100-percent completion level based on the design documents and unit prices for recently-bid projects. Value engineering and constructability reviews will be conducted during the design phase as described later in this section to ensure that the most optimal design is prepared and to ensure ease of construction, limit project costs, and minimize disruption to the community. HCE will document and address all comments received after each review.



*HCE's excellent relationships with regulatory and funding agencies will streamline project implementation*

HCE has a comprehensive understanding of the environmental regulations and permitting requirements for water and wastewater utilities. We have extensive experience in permitting of infrastructure improvements and expansions with the Florida Department of Environmental Protection, the South Florida Water Management District, U.S. Army Corps of Engineers, Florida Department of Transportation and other local, state, and federal agencies. We are experienced at serving as our client's representative and advocate for both planned improvements and when things do not go as anticipated. Our staff has significant experience coordinating projects not only through regulatory channels but also through neighborhood associations, service organizations and public informational meetings. Additionally, our experience and relations with FDEP permitting staff allows us to complete our assignments in a very efficient and effective manner.

HCE anticipates that this project will require FDEP and right-of-way permits for the construction of the sewer main. If needed for the project, HCE will hold a pre-submittal meeting with FDEP prior to submitting the required application, and we will communicate regularly with FDEP staff during the permit review process and will promptly answer all requests for additional information received.

#### ***D.2.4 Bidding Services***

After the design documents are finalized and all required permits are obtained, HCE will assist OUA with procurement of contractors and equipment. HCE will assist with preparation of the legal advertisement and will assist with distribution of bidding documents to interested contractors, suppliers, and plan rooms as required. HCE will also notify quality local contractors and inform them that the project is advertised. HCE will preside over pre-bid meetings to receive and answer questions from contractors. Answers to questions from contractors and any modifications or clarifications required to the bidding documents will be provided in written addenda that will become part of the contract documents. Before opening the bids, HCE will prepare the engineer's opinion of the probable cost of construction.

After bids are received, HCE will review all bids for accuracy and compliance with the bidding requirements and prepare a bid tabulation. HCE can assist with contacting references for the three low bidders, reviewing financial statements and checking with the State to ensure that the contractor and bonding company are in good standing. We will then prepare a recommendation of award of the construction contract to the lowest responsive, responsible contractor. After the contract is awarded, HCE will assist with preparation of a Notice of Award for signature by OUA and will prepare the required sets of completed contract documents for the contractor as requested by OUA. After the contracts are executed and returned by the contractor, we will check the documents, bonds, and insurance certificate and provide them to OUA for execution. A preconstruction conference will be held with the contractor to discuss project coordination issues and the Notice to Proceed will be issued.



*HCE will work with potential bidders to ensure project requirements are understood and the OUA receives fair and competitive bids*

### *D.2.5 Engineering Services During Construction*

During construction, the HCE team will administer the construction contract to ensure compliance with the design intent and the contract documents and help keep the project moving forward on schedule. HCE will review all submittals, including the project schedule, schedule of values, shop drawings, and other submittals defined in the documents. HCE will make periodic site visits to ensure that construction is conducted in conformance with the contract documents and to monitor the status of construction. HCE will respond to all requests for information from the contractor and will help resolve any conflicts or issues during construction before they become problematic. We will hold periodic progress meetings with OUA and the contractor and will review monthly pay requests and schedule updates. We will make a recommendation of payment of the amount earned to date, less retainage. Any changes to the contract documents that affect contract time or price will be made via a change order negotiated with the contractor and approved by OUA.



*HCE will ensure that OUA utility improvement projects are completed on time and within budget*

HCE will provide construction inspection services to the extent necessary to certify proper completion of the project to FDEP and any other permitting agencies. Site visits will be made at key stages of construction by HCE team members to observe construction activities and confirm compliance with the contract documents. HCE will require and review testing during construction, including compaction density tests as well as video logs of the installed gravity sewer. We will review construction record drawings and mark-ups prepared by the contractor to ensure that they are up to date and accurately depict any changes made in the field. After construction is substantially complete, HCE will conduct a comprehensive inspection and punch list of remaining work to be completed. HCE will perform follow-up inspections to ensure that all punch list items are completed to the satisfaction of OUA and property owners and will coordinate the completion of all project close-out documents. HCE will certify completion of construction and submit signed-and-sealed record drawings to FDEP.

HCE will work closely with the contractor and OUA to help maintain the project schedule, with the goal of minimizing impacts to the community and difficult project close-out conditions. We understand the difficulty of enforcing liquidated damages and problems associated with cost overruns. HCE will develop reasonable schedules before bidding, monitor progress, ensure that a true critical path is identified, and address requests for time extension in a timely manner.

During the construction and start-up phase, HCE will communicate regularly with all stakeholders, including OUA, contractors, regulatory agencies, and property owners. We will

attend meetings as required to ensure that all affected parties are aware of the project status and their concerns are addressed. If needed, HCE will work with OUA and the Contractor to make work site adjustments to facilitate resident and business access during the construction phase. On past gravity sewer projects, HCE has coordinated measures such as installing sound baffling curtains around dewatering equipment to minimize noise, using lay-flat hoses for dewatering discharge piping across driveways to maintain access, and temporarily moving mailboxes to a central location for uninterrupted mail delivery. One year after construction is completed, HCE will conduct a warranty inspection and will coordinate the resolution of any warranty issues with the contractor and manufacturers of equipment.

### ***D.2.6 Quality Assurance and Value Engineering***

During the planning and design of utility system improvements, HCE will conduct internal constructability reviews and value engineering analysis to ensure that the most cost-effective design approach is being implemented and to ensure minimal construction change orders. Where necessary, HCE will consult with experienced contractors to ensure that the design approach and construction schedule is reasonable and constructible. HCE understands OUA's expectation of the quality of the work to be provided by their engineering consultant. HCE has an internal quality assurance program designed to minimize construction change orders and to ensure that the design documents are constructible once they are awarded for construction. These internal quality assurance reviews result in a cost-effective project by reducing change orders which add to the overall cost of the project.



*HCE will provide value to OUA by evaluating alternatives and determining the most cost-effective engineering solutions*

HCE will also conduct informal internal value engineering reviews during the preliminary design and alternatives evaluation phase, as well as at the 30-percent, 60-percent and 90-percent design stages. The intent of these reviews will be to ensure that the most cost-effective design approach is occurring throughout the design process and that the design documents are prepared so the construction costs meet the project budget. These reviews will consider the design pipe location, depth, and material for the proposed gravity sewer improvements, to optimize the efficiency of the project design. HCE will also develop cost estimates as part of the preliminary evaluation/facilities planning document and at the 90 percent design stage for this project. If the project costs appear excessive at any stage of the project, HCE will conduct further value engineering in an attempt to further reduce the costs.



Quality assurance is also critical during construction. HCE has extensive experience with construction oversight on sewer projects and has a very good understanding of contractor safety requirements, environmental controls, pipe installations, pipe jointing materials and techniques, excavation and backfill requirements, exfiltration testing, lamping and all other aspects of gravity sewer construction. The team's experience, knowledge, and attention to detail has earned respect from contractors, who are then more likely to closely adhere to the Contract Documents. HCE will at all times ensure the facilities are constructed in accordance with the Contract Documents and to the quality that OUA and its customers expect.

#### *D.2.7 Communication and Schedule Monitoring*

To monitor project status and schedule, HCE suggests holding bi-weekly or monthly project meetings with OUA staff and the contractor. Progress reports will be submitted by HCE prior to the meetings. The monitoring reports would include detailed information on the design or construction status, permit status, project schedule, potential contractor change orders, and other pertinent aspects of the work. This frequent communication ensures that OUA is fully aware of the status of the work and that the schedule and budget are being monitored and adhered to.

HCE will monitor construction progress by comparing progress on a weekly basis to the contractor's original schedule. Should the project schedule slip, HCE will ensure that the slippage is quickly addressed and rectified by requiring the contractor to add crews and/or work extended hours. Closely monitoring the contractor's progress with their original schedule on a weekly basis will guarantee that the project will stay on schedule. HCE aggressively monitors the contractor's schedule and progress and provides timely responses to requests for clarifications or help with alternate construction methods. Our goal is to help the contractor complete their work in accordance with the original schedule to avoid delays and disputes over liquidated damages.

HCE is committed to providing OUA with the highest quality engineering services possible. Our goal is to maintain a long-term relationship with our clients and OUA, and always have your best interests and goals in mind. We believe we have proven our commitment and dedication on past projects for local utilities including OUA. Our approach to satisfying our clients is to perform our work to the highest quality, on time and without any change orders or amendments for minor changes in the scope or project delays.

## SECTION E: OTHER INFORMATION

### E.1 OVERALL HCE WORKLOAD

HCE has the upcoming staff availability and commitment to provide responsive engineering service to OUA on all tasks that we are entrusted with related to the Mallard Landing Gravity Sewer Expansion Project. We currently have fourteen professional engineers, one engineering intern, one CAD designer, and four construction managers on staff, and all the HCE team is involved in ensuring quality client service. Our focus has always been on providing responsive, cost-effective and timely service to our clients on all assignments, with minimal time and effort wasted on internal activities and marketing.

Our projected workload indicates that HCE has adequate staff availability and capability to provide outstanding service to OUA on this project. All the members of our firm are fully committed to serving OUA and completing this project on time and under budget.

HCE takes a proactive approach to managing our workload by holding weekly meetings to go over deliverables and staffing requirements for our projects. Our projected workload indicates that the HCE team has adequate staff availability and capability to assist your proposed project manager Christine Miranda, PE, with providing outstanding service to OUA on this project. We are ready to start work on this project immediately. HCE will endeavor to provide responsive and quality service to OUA and we have teamed with select subconsultants that also have committed the required manpower to deliver superior quality work for you on this project.

HCE is eager and committed to continuing to provide top-quality, timely service to OUA. We are ready to serve you from our three convenient locations: our local office in Okeechobee, directly across the street from the OUA office, our branch office in Stuart, and our headquarters in Jupiter. We are committed to doing whatever it takes to help OUA provide excellent service to their customers and we endeavor to maintain long-term professional relationships with you. All the engineers at HCE look forward to the opportunity to continue to serve OUA.

HCE has an extensive history of successful and timely project completion through a combination of effective project management and technical expertise. Our success comes by providing the highest level of service to our clients, and that philosophy resonates within each of our team members. Our firm is known in the marketplace for the priority it places on client satisfaction, and our employees are highly respected for the quality of their work. We pride ourselves on the fact that 95% of our business is repeat business from existing clients. This high percentage demonstrates our ability to provide exceptional service to clients on a continual basis and to complete tasks in a timely manner. We are eager and excited to welcome the opportunity to incorporate this project into our work plan.

E.2 REFERENCE LETTERS



**OKEECHOBEE UTILITY AUTHORITY**

100 SW 5th Avenue  
Okeechobee, Florida 34974-4221

(863) 763-9460  
FAX: (863) 467-4335

November 8, 2017

Holtz Consulting Engineers, Inc.  
Attn: Mr. David Holtz, P.E.  
270 South Central Boulevard, Suite 207  
Jupiter, Florida 33458

Re: Letter of Reference  
Holtz Consulting Engineers, Inc.

To Whom It May Concern:

Holtz Consulting Engineers, Inc. was selected by Okeechobee Utility Authority (OUA) in 2015 as the engineering consultant for the Pine Ridge Park Water and Wastewater System Improvements project.

Holtz Consulting Engineers, Inc., is doing outstanding work for OUA. Their completed work has been finished in a timely and cost-effective professional manner. The OUA has found HCE to be very responsive and effective in working with OUA staff. I would easily recommend HCE to other local utilities in need of professional water and wastewater engineering consulting services.

Sincerely,

John F. Hayford, P.E.  
Executive Director



## City of Stuart

Tim Voelker, P.E. | Utilities & Engineering Director  
121 SW Flagler Ave. Stuart, FL 34994  
Phone: 772.288.5332

October 3, 2022

**SUBJECT: Recommendation Letter in Support of Holtz Consulting Engineers, Inc.**

To Whom It May Concern:

In 2012, the City of Stuart selected Holtz Consulting Engineers, Inc. (HCE) as one of two engineering consultants to design, permit, and certify a \$5.9 million dollar watermain rehabilitation project. HCE has also served as one of our general civil engineering consultants since 2014 and has successfully completed several utility infrastructure improvement projects for the City. Representatives with Holtz have assisted the City in preparing and submitting all documents and reports needed to obtain Drinking Water State Revolving Loans on behalf of the City. Their experience and expertise in submitting the required documentation to the regulatory agencies made the application process cost-effective and efficient.

We have found Holtz Consulting Engineers, Inc. to be very responsive to the needs of the City as well as the needs of the underground utility contractors working on our projects. In addition, Holtz Consulting Engineers, Inc. has demonstrated outstanding problem-solving skills as they relate to projects in developed neighborhoods.

I highly recommend the Holtz team and am confident in the skills and services they can provide to their clients. If you have any questions or need any additional information, please don't hesitate to contact me at (772) 288-5332 or [tvoelker@ci.stuart.fl.us](mailto:tvoelker@ci.stuart.fl.us).

Sincerely,

Tim Voelker, P.E.  
Utilities & Engineering Director







**SEACOAST UTILITY AUTHORITY**

4200 Hood Road  
Palm Beach Gardens, FL  
33410-2174

October 6, 2022

RE: Letter of Recommendation: Holtz Consulting Engineers, Inc.

To Whom It May Concern:

The firm Holtz Consulting Engineers, Inc. ("HCE") has served as Seacoast Utility Authority's general engineering consultant since 2009 and general design-build consultant since 2021. HCE's Seacoast responsibilities include multi-discipline engineering design, permitting, bidding and construction management services over a broad range of water/wastewater/reclaimed water pipeline, pumping system and treatment facilities.

Some of the wastewater treatment projects that HCE has assisted SUA in successfully implementing on time and within budget include the following:

- PGA WWTP Digester Aeration, Nitrified Recycle (NRCY) Pump Station and Miscellaneous Electrical Improvements
- PGA WWTP Reclaimed Water Monitoring Improvements
- PGA WWTP Aeration and Anoxic Basin Structural Repair and Coatings
- PGA WWTP Filter Feed Pond Bypass

Seacoast staff has found HCE's professionals to be consistently well informed and responsive, whether addressing technical issues with staff, preparing drawings and specifications that meet our needs, coordinating with a myriad of regulatory agencies and obtaining permits and authorizations, overseeing or performing the construction of projects in a collaborative team approach. They are highly practical problem solvers, and have assisted Seacoast with making continuous improvements to our utility in a timely and cost-effective manner.

I recommend that any utility consider HCE for wastewater treatment and conveyance engineering services.

Sincerely,

Brent Weidenhamer, P.E.  
Wastewater Department Manager



**PORT ST. LUCIE**  
**UTILITY SYSTEMS DEPARTMENT**  
1001 SE Prinevile Street  
Port St. Lucie, FL 34983  
(772) 873-6400  
utility.cityofpsl.com

Kevin R. Matyjaszek, Director

October 6, 2022

RE: Letter of Recommendation: Holtz Consulting Engineers, Inc.

To Whom It May Concern:

Holtz Consulting Engineers, Inc. (HCE) has served as one of the general water and wastewater utilities engineering consultants for City of Port Saint Lucie since 2019 and has performed numerous engineering tasks from design and permitting to construction administration and inspection. They have been proactive in addressing project needs and performing assigned tasks in a timely manner, have exhibited work that is thorough and appropriate for the projects, and provided the required level of attention to keep projects moving forward to a successful completion. Engineering projects by HCE that have been successfully completed (or are working towards completion) within budget and on time include the following:

- Upper Floridan Aquifer Supply Well F-19
- Becker Road Water and Force Main Improvements
- Glades Tradition 24-Inch Reuse Water Main
- Melaleuca Force Main Extension
- Naranja Phases I – III Low Pressure and Force Main Improvements
- Noble Oaks Lift Station and Low Pressure Force Main Improvements
- Westport Wastewater Treatment Plant Phase I Improvements
- Northport Wastewater Pump Station Improvements

Our experience with HCE has been outstanding and they have been effective and responsive to the City's needs in performing the engineering tasks which they have been assigned. We recommend them to provide you with the similar engineering services you need.

Sincerely,

A handwritten signature in black ink that reads 'John Eason'.

John Eason, P.E.  
Assistant Director



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-3077

September 29, 2020

Subject: Letter of Recommendation for Holtz Consulting Engineers, Inc.

To Whom It May Concern:

Holtz Consulting Engineers, Inc. ("HCE") has served as one of South Martin Regional Utility's (SMRU's) general engineering consultant since 2006. In this capacity, HCE has assisted SMRU with numerous multi-discipline engineering evaluation, design, permitting, bidding and construction management services over a wide range of water, wastewater, and reclaimed water treatment, distribution, and collection projects.

HCE has also provided design-build services for SMRU. HCE provided turn-key safety improvement at the SMRU Wastewater Treatment Plant consisting of the addition of stairs, elevated platforms, and railing improvements. They are currently implementing electrical improvements to provide service to dewatering equipment at the wastewater treatment plant.

SMRU staff has found HCE to be knowledgeable and responsive. HCE's staff have exhibited a thorough knowledge of the projects, provided evaluations and designs that are complete and appropriate for the projects, and have continued to provide the high level of attention and commitment necessary to complete the projects successfully. Their collaborative team approach has enabled HCE to assist SMRU with numerous improvements to our infrastructure that are executed in a timely and cost-effective manner.

We have been very pleased with the responsive service provided by HCE and the quality of their engineering evaluations, designs, and project implementation. We would recommend HCE to other local utilities for engineering or design-build services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Monica Shaner', is written over the printed name.

Monica Shaner, PE

Utility Director

South Martin Regional Utility





## LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

**D. Albrey Arrington, Ph.D.** EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

October 3, 2022

Via: email

To Whom It May Concern:

Holtz Consulting Engineers, Inc. (HCE) has served as one of the general engineering consultants for the Loxahatchee River Environmental Control District (LRD) since 2015 and has performed numerous successful engineering tasks from design and permitting to construction administration and inspection.

Examples of projects HCE has worked on under this contract include the following:

- Turtle Creek Neighborhood Septic-to-Sewer Conversion including gravity and low-pressure sewer systems
- Imperial Woods and Island Country Estates Low-Pressure Sewer Systems
- Lift Station #291 and #163 Emergency Generators
- Vac-con Truck Off-loading Area Preliminary Design Analysis
- Rolling Hills Gravity Sewer, Lift Station, and Forcemain
- Maplewood Drive Force Main Extension
- Jupiter Plantation Force Main Replacement

In our experience working with HCE, we have found them to be responsive, efficient, cooperative, and considerate of each of our project's particular requirements. HCE has always been able to meet our engineering needs in a cost-effective manner, and we would fully recommend their services to any water/wastewater utility.

Sincerely,

*Kris Dean*

Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 24

SEPTEMBER 17, 2024

**STATE ROAD 78 WEST WATER MAIN IMPROVEMENTS – PHASE I**

From the last OUA Board meeting, OUA staff has proceeded with the purchase of the material for this project.

Additionally, as noted elsewhere in this agenda packet, OUA staff have met with Glades County representatives concerning the franchise agreement between Glades County and the OUA. A potential temporary agreement that will be up for discussion is a 2-Year extension to the recently expired agreement.

On September 12, 2024, OUA staff will be meeting with Lakefront Estates representatives to discuss several topics: franchise agreement, cost sharing and a look forward to project milestones in the near future.

At today's meeting, please find attached the engineer's recommendation of award for the project. There five bids received at the public bid opening (August 29, 2024), with PRP Construction Group, Inc., submitting the lowest bid. Per HCE review of the bid package and conducting reference checks, HCE recommends issuing the Notice of Award.

OUA staff is requesting the following actions:

**Approve the continuance of discussions with Lakefront Estates representatives on a equitable cost sharing agreement to upsize the 12-inch water main project to use of 16-inch piping; and**

**Accept the recommendation of award letter provided by Holtz Consulting Engineers, Inc., listing PRP Construction Group, Inc. as the apparent lowest, most responsive bidder and awarding the contract; and**

**Authorize the OUA Board Chairman and staff to execute the Notice of Award letter to PRP Construction Group, Inc.; and**

**When the contractor provides the required documentation (insurance, bonds, agreement, etc.), authorize the OUA Board Chairman and staff to execute the appropriate documents and issue the Notice To Proceed.**





HOLTZ CONSULTING ENGINEERS, INC

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September 3, 2024

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

**Subject: STATE ROUTE 78 WEST WATER MAIN IMPROVEMENTS - PHASE 1  
Recommendation of Award to PRP Construction Group, LLC.**

Dear Mr. Hayford,

On August 29, 2024 at 3:30 PM bids were opened for the referenced project. There were (5) five bids accepted for the project as follows:

Bidder	Total Bid Amount		Acknowledged Addenda?	Included Bid Security?
	Bid Schedule A	Bid Schedule B		
PRP Construction Group, LLC	\$329,565.00	\$321,145.00	Y	Y
B&B Site Development, Inc.	\$380,105.00	\$380,105.00	Y	Y
Hinterland Group, Inc.	\$421,520.00	\$421,020.00	Y	Y
CK Contractors and Development	\$572,365.00	\$569,655.00	Y	Y
Boromei Construction, Inc.	\$579,300.00	\$565,997.00	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was PRP Construction Group, LLC. with a Total Bid Amount of \$329,565.00. Bid security in the form of a bid bond in the amount of five percent of the total base bid was provided. They acknowledged receipt of the addenda on the bid form. The other forms and information required to be submitted with their bid appear to be in order. We therefore consider the bid submitted by PRP Construction Group, LLC to be responsive.

PRP Construction Group, LLC has successfully completed numerous utilities projects in which HCE served as the engineer-of-record. This includes projects for OU and the City of Stuart. PRP Construction Group, LLC is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider PRP Construction Group, LLC to be a responsible bidder.



HOLTZ CONSULTING ENGINEERS, INC

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Based on the above information, Holtz Consulting Engineers, Inc. considers PRP Construction Group, LLC to be the low responsive and responsible bidder and recommends that they be awarded the contract for the STATE ROUTE 78 WEST WATER MAIN IMPROVEMENTS - PHASE 1 project in the Total Bid Amount of \$329,565.00.

Sincerely,  
HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Peter Van Sickle', is placed over a light gray rectangular background.

Peter Van Sickle, PE  
Professional Engineer/Project Manager



## **WATER MAIN COST SHARING AGREEMENT**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the **OKEECHOBEE UTILITY AUTHORITY**, (the "OUA") whose address is 100 SW 5th Avenue, Okeechobee, FL 34974, and **OKEECHOBEE COMMUNITY DEVELOPMENT, LLC**, ("OCD"), whose mailing address is 36 Airport Road, Ste 402, Lakewood, NJ 08701.

### **RECITALS:**

**WHEREAS**, OUA owns and operates a potable water treatment and distribution system in Okeechobee County that serves customers in a portion of Glades County, Florida; and

**WHEREAS**, OCD owns four (4) parcels of real property in Glades County, Florida, which OCD wishes to be developed and connected to and served by the OUA potable water distribution system; said property being generally known as Parcel ID #s A-35-38-34-A00-00060-0000, A-34-38-34-A00-0030-0000, A-03-39-34-A00-0010-0000 and A-04-39-34-A00-0060-0000; and

**WHEREAS**, OUA is in the process of replacing existing water mains along State Road 78 in Okeechobee County that will be used to provide potable water to its customers in both Okeechobee County and Glades County according to plans and specifications prepared for OUA by Holtz Constructing Engineers, Inc., entitled "STATE ROUTE 78 WEST WATER MAIN IMPROVEMENTS - PHASE 1" which are included herein by reference; and

**WHEREAS**, the size of the OUA water main needed to serve its existing customers is a 12" water main and the size of the water main needed to serve both the existing customers and the needs of OCD is a 16" water man; and

**WHEREAS**, OUA is willing to replace and up-size the 12" water main with a 16" water main to serve the existing customers and the needs of OCD customers provided OCD pays its fair share of the cost to up-size the water main; and

**WHEREAS**, OUA has estimated the cost to up-size the water main from 12" to 16" to be \$ \_\_\_\_\_, as shown on Exhibit "A" attached hereto;

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and other good, valuable and sufficient consideration, the parties hereto agree as follows:

1. The above recitals are true and correct.
2. OCD will pay to the OUA the sum of \$ \_\_\_\_\_ as its fair share of the cost to up-size the 12" water main to a 16" water main, said cost to be payable as follows:
  - a. An initial payment of 75% or \$ \_\_\_\_\_ upon the

execution of this agreement; and

b. A final payment of 25% or \$ \_\_\_\_\_ upon completion of the construction and permitting of the 16" water main.

- 3. OUA shall promptly commence such construction of the 16" water main upon receipt of the initial payment from OCD and shall diligently pursue the completion thereof.
- 4. This agreement shall be governed by the laws of the State of Florida and the venue for any litigation between the parties shall be in Okeechobee County, Florida.
- 5. Each of the undersigned represents that it has full authority to execute this agreement and this agreement is binding and enforceable against the party on whose behalf it is executed.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officers as of the year and date first above set forth.

Witnesses:

OKEECHOBEE COMMUNITY DEVELOPMENT, LLC.

\_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_

Printed name: \_\_\_\_\_

As to OCD

OKEECHOBEE UTILITY AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Steven D. Nelson, Chairman

\_\_\_\_\_

Printed name: \_\_\_\_\_

As to OUA

**NOTICE OF AWARD**

DATED: September 10, 2024

BIDDER: PRP Construction Group, LLC

ADDRESS: 1505 C South Parrot Ave., Okeechobee, FL 34974

PROJECT: STATE ROUTE 78 WEST WATER MAIN IMPROVEMENTS – PHASE 1

You are notified that your Bid dated August 29, 2024 for the above Project has been considered. You are the successful bidder and have been awarded a contract for the STATE ROUTE 78 WEST WATER MAIN IMPROVEMENTS – PHASE 1 project.

Four (4) copies of each of the proposed Contract Documents accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by September 25, 2024.

- 1. You must deliver to the ENGINEER four (4) fully executed counterparts of the Agreement including all of the Contract Documents. Each of the Contract Documents must bear your signature on the cover of each of the documents and on Page A-5 of the Agreement.
- 2. You must deliver with the executed Agreement the Public Construction Bond as specified in the Bid Form and the Agreement (paragraph 7.3) in accordance with Florida Statutes 255.05, as amended.
- 3. You must deliver with the executed Agreement the Certificates of Insurance as specified in Article 5 of the General Conditions.
- 4. (The following are additional conditions precedent).

\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and your Bid Security will become property of OWNER.

Within ten (10) days after you comply with those conditions, ENGINEER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: OKEECHOBEE UTILITY AUTHORITY

By: \_\_\_\_\_  
Steve Nelson, Chairman

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 25

SEPTEMBER 17, 2024

**GLADES COUNTY FRANCHISE AGREEMENT**

OUA staff (Tom Conely & John Hayford) met virtually with Glades County (Tim Stanley, Richard Pringle & June Fisher) representatives to discuss how to proceed with franchise agreement.

Tom Conely brought up the previous franchise agreement for discussion purposes (see attachment).

After several discussion topics as to how to move this forward within the shortened time frame because of pending projects with Lakefront Estates and the OUA, a mutual decision was made to amend the expired franchise agreement by way of a time extension. This time extension will provide the time for Lakefront to move forward with their development options and to give time to Glades County and OUA to develop a new franchise agreement amenable to all parties.

Tom Conely has prepared a draft extension policy for OUA Board to review and discuss.

After discussion, OUA staff is requesting direction from the OUA Board as to changes needed to the draft franchise agreement extension and after any changes, should OUA staff send this on to Glades County for their review.

ORDINANCE NO. 93 - 4

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO OKEECHOBEE BEACH WATER ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A WATER SYSTEM IN A PORTION OF THE UNINCORPORATED AREA OF GLADES COUNTY; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY, FLORIDA:

## ARTICLE I

## INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Association" means the Okeechobee Beach Water Association, Inc., a Florida corporation, its successors and assigns.

"County" means Glades County, Florida.

"Franchise Agreement" means the agreement between the County and the Association as provided in this Ordinance and accepted by the Association pursuant to its terms, as amended by the parties.

"MGD" is an abbreviation for "million gallons per day."

"Service Area" means the lands described in Appendix B attached hereto.

"System" shall mean any water system, including any reclaimed or irrigation water system, now owned and operated or hereafter owned and operated by the Association, unless the context otherwise requires.

"System development charges" means fees and charges imposed to acquire, construct, equip or expand the capacity of the system facilities in excess of that reasonably determined by the Association to be necessary to provide service to current users of the system for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of excess and unused capacity of the system or expansion thereof in order to serve new uses of the facilities of the system and new development within the Service Area.

"Water system" means and includes any plant, system, facility, or property and additions, extensions and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sources, treatment, or purification and distribution of water for domestic or industrial use and, without limiting the generality of the foregoing includes dams, reservoirs, storage tanks, mains, lines, valves, pumping stations, laterals, and pipes for the purpose of carrying water to the premises connected with such system and includes all real and personal property and any interests therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

**SECTION 1.02. CONSTRUCTION AND INTERPRETATION.**

(A) The terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms, shall refer to this Ordinance; the term "heretofore" shall mean before the date of adoption of this Ordinance; and the term "hereafter" shall mean after the date of adoption of this Ordinance.

(B) Words importing one gender include every other gender.

(C) Words importing the singular number include the plural number, and vice versa.

**SECTION 1.03. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) It is in the public interest to ensure that all lands within the Service Area are adequately provided with high quality fresh water service.

(B) It is in the public interest to retain control over the use of public and County maintained rights of way by providers of central water service to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right of way space, and to protect the public investment of right of way property.

(C) It is in the public interest to attract, encourage, protect and nurture high-quality, efficient and cooperative providers of water service and that this can be accomplished by protecting the capital investments of private utility companies, associations or cooperatives providing service to members or rate payers who solely own or control such companies, associations or cooperatives.

(D) It is in the public interest to ensure that high quality water service is maintained through a responsive complaint procedure.

(E) The provision of central water services usually takes the form of a natural monopoly which, if not regulated, would have the power to operate without adequate regard for the public interest.

(F) The granting of the nonexclusive franchise described herein promotes the decisive, cost efficient and environmentally sound provision of water utility services to the Service Area.

(G) The County is desirous of having available to its citizens, visitors and landowners within the Service Area, in return for valuable consideration, certain water facilities of sufficient size and capacity to serve the citizens, visitors and landowners within the Service Area at reasonable rates.

(H) The Association currently controls and operates a .1 MGD water treatment facility and owns and operates an extensive water distribution system serving over 1000 accounts in the Service Area.

(I) The Association is a not-for-profit corporate entity owned and operated solely by its members for their benefit and was created in 1964 with the acquiescence of the County to provide water service to the Service Area.

(J) The Association has, since 1965, entered into a series of long term agreements with the City of Okeechobee wherein the City of Okeechobee recognized and defined the Association's service area and has been selling bulk water to the Association for the Association's use in providing water service to the Service Area. The current bulk commodity agreement was entered into in 1985, terminates on October 1, 1994 and limits the amount of water to be supplied to the Association to .75 MGD.

(K) As early as June of 1991, after extensive negotiations commencing as early as 1986 between the Association and the City to increase the daily bulk water supply to the Association beyond .75 MGD were unfruitful, the Association notified the City that it would develop its own treatment facilities and would no longer seek to purchase bulk water from the City after the current bulk commodity agreement expires on October 1, 1994.

(L) The Association has diligently proceeded to test, acquire and design a potable water well field, acquire a water treatment plant site, design a 1.5 MGD water treatment plant, seek and obtain necessary approvals from the County, the Central Florida

Regional Planning Council, the Florida Department of Environmental Regulation and the  
South Florida Water Management District.



## ARTICLE II

## WATER SYSTEM FRANCHISE

**SECTION 2.01. GRANT OF AUTHORITY.** There is hereby granted to the Association, its successors and assigns, the non-exclusive right, privilege or franchise, to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements, rights-of-way and other places owned by the County and its successors, water lines, pipes, wellfields, pumps, water treatment facilities and any and all other appurtenances necessary thereto for the purpose of operating a water system and supplying water within the Service Area to the County, its successors, and the inhabitants thereof, and persons and corporations within and beyond the limits of the Service Area.

**SECTION 2.02. WATER SYSTEM USERS.** All occupants and landowners within the Service Area are hereby granted the privilege and right to receive from the Association the water services described herein, subject to the terms and conditions described herein; provided, however, that any request for Association water services that requires the extensions of water mains, shall be subject to prior approval of the County. The approval shall not be unreasonably withheld.

**SECTION 2.03. TERM OF FRANCHISE; ORDINANCE CONSTITUTES FRANCHISE AGREEMENT.** This Ordinance shall take effect and be in force from and after the final passage hereof, as required by law, and upon filing an acceptance by the Association with the County, in the form attached as Appendix A, within 7 days after the adoption of this Ordinance. Such franchise shall continue in force and effect for a term of 30 years, beginning with the date of such acceptance. This Ordinance, upon acceptance by the Association as provided herein, shall be construed as and constitute the Franchise Agreement.

**SECTION 2.04. CONSTRUCTION TIMETABLE.** The Association has represented to the County that it has tested, acquired and designed a potable water well field, acquired a water treatment plant site, and is designing a 1.5 MGD water treatment plant to serve the Service Area. The Association shall continue to seek and obtain necessary approvals, permits and financing and construct a water treatment plant to serve the potable water needs of the Service Area when its current commodity agreement with the City of Okcechobee expires in October of 1994.

SECTION 2.05. TERMINATION. Failure of the Association to comply substantially with any material provisions of this Franchise Agreement shall be grounds for termination of this grant, but no such termination shall take effect until expiration of 180 days from the date of receipt by the Association of written notice of such material non-compliance and the failure of the Association to cure such material non-compliance during such 180 day period to the satisfaction of the County. The County may in its discretion grant additional time to the Association for compliance as required by the circumstances of the case.

SECTION 2.06. BREACH. The Association recognizes that the failure on the part of the Association to comply with the terms of this Franchise Agreement is likely to cause irreparable damage to the County, and damages at law will be an inadequate remedy. Therefore, the Association agrees that in the event of a breach or threatened breach of any of the terms of this Franchise Agreement by the Association, the County shall be entitled to an injunction restraining such breach or to a decree of specific performance, or both, without showing or providing any actual damage, together with recovery of reasonable attorneys fees and costs incurred in obtaining said equitable relief until such time as a final and binding determination is made by the Court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all other remedies or rights which the County may otherwise have by virtue of any breach of this Franchise Agreement by the Association. The County shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and an order of specific performance enforcing the provisions of this Franchise Agreement.

SECTION 2.07. FRANCHISE CONSIDERATION.

(A) To compensate the County for the cost of administration and supervision for the effective performance of this Franchise Agreement and as fair and reasonable rental for the use by the Association of the streets, alleys, bridges, easements, rights-of-way and other places owned by the County, the Association shall pay an annual fee to the County. Any amounts not paid when due shall earn interest at the same rate provided in Section 55.03, Florida Statutes. Within 60 days after the first anniversary date of this grant and within 60 days after each succeeding anniversary date thereafter, the Association, its successors and assigns, shall pay to the County and its successors and assigns, an amount equal to SIX percent (6 %) of the Association's gross revenues from the sale of

water and the provision of wastewater services to its customers within the geographic limits of Clades County for the annual period preceding the applicable anniversary date.

(B) Nothing herein shall be construed to be a limitation on the assessment and collection of valid taxes, special assessments, licenses, fees, charges or other impositions by the County or other public or governmental body on or from the Association in excess of such six percent (6 %) amount.

(C) The County shall hold all monies collected under this section in a separate fund and only expend those funds, in the manner and amounts solely determined by the County, for <sup>WATER AND SEWER FACILITIES</sup> ~~services or development of infrastructure~~ provided by the County in the Service Area.

ARTICLE III  
OPERATIONS

SECTION 3.01. USE OF RIGHT-OF-WAYS.

(A) In performing the work and providing the water system services provided by this franchise, the Association shall, at its expense and without reimbursement from the County, locate or relocate its system facilities so as to interfere as little as possible with traffic, over the streets, alleys, bridges, easements, rights-of-way and public places owned by the County and shall provide reasonable access to abutting public and private property. All system facilities shall be located or relocated under the County's supervision and with the County's approval; however, the County shall not unreasonably interfere with the proper operation of the water system of the Association.

(B) Any portion of a street or other public way or facility disturbed by the Association's excavations or operations shall within a reasonable time and as early as practicable after disturbance, be restored by the Association at its expense in as good or better condition as it was and immediately prior to the disturbance.

SECTION 3.02. INSPECTION. The County, through its employees, officers or agents shall have the right to inspect the system facilities of the Association at any reasonable time.

SECTION 3.03. SYSTEM MAINTENANCE.

(A) The Association shall maintain in good condition and operate its water system so as to render efficient service to the County and its inhabitants, and the Association shall comply with the rules and regulations as are, or may be, described under the terms of this Franchise Agreement, and those set forth by the State and federal governments for the operation of water systems.

(B) Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Association shall do so at times and under circumstances as will cause the least amount of inconvenience to its customers.

(C) All water service shall be supplied through meters which shall accurately measure the amount of water supplied to all customers. The Association shall at any time requested by a customer, make a test of the accuracy of any water meter. The Association may impose a reasonable charge for such an accuracy test.

(D) The Association shall install and maintain at its own expense all necessary fittings, pipes and appliances, including all meters and meter boxes to deliver water to its

customers. All the fittings, pipes, appliances, meters and meter boxes shall remain the property of the Association and shall at all times be accessible to it or under its control.

(E) No plumber, owner or other unauthorized person shall install or disconnect or remove a meter provided under this franchise without the consent of the Association.

**SECTION 3.04. RATES, FEES AND CHARGES.**

(A) The Association shall from time to time, by resolution, adopt a schedule of rates, fees or other charges for the use of the water system of the Association to be paid by the owner, tenant or occupant of each parcel of land which may be connected or provided with service by such system. The initial schedule of rates, fees and other charges, shall be those already in effect within the boundaries of the Service Area as of the effective date of this Franchise Agreement. The Association may thereafter revise the schedule of rates, fees and charges from time to time. However, such rates, fees and charges shall be adopted and revised so as to provide monies, which, with other funds available for such purposes, shall be sufficient at all time to pay the expenses of operating and maintaining its system, including reserves for such systems and the principal and interest on any revenue bonds or other obligations as the same shall become due and the reserves therefore, and provide a reasonable margin of safety over and above the total amount of such payments, to comply fully with any covenants contained in any resolution authorizing the issuance of bonds or other obligations of the Association or assumed by the Association.

(B) Such rates, fees and charges shall be just and equitable and uniform for the users in the same class and may be based upon or computed upon any factor or combination of factors affecting the use of the services or facilities furnished, as may be determined by the Association from time to time. No rates, fees or charges shall be fixed, adopted or revised under the foregoing provisions until a public hearing in which all the users of the system affected thereby, or owners, tenants or occupants served or to be served thereby, and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees or charges. Notices of such public hearing setting forth the proposed schedule or schedule of rates, fees or charges, shall be sent to the County and shall also be given by one publication in a newspaper circulating in Glades County at least 20 days before the date fixed in such notice for the public hearing, which may be adjourned from time to time. After such hearing, the proposed schedule or schedules, either as initially adopted or as modified or amended, may be finally adopted.

(C) The rates, fees or charges adopted for any class of users or properties served shall be extended to cover any additional users of properties thereafter served which shall fall within the same class, without the necessity of any further hearing or notice.

(D) Except as expressly provided by law, no free water service shall be rendered by the Association and no discrimination shall exist in the fees, rates and charges for the users of the same class.

#### SECTION 3.05. SYSTEM DEVELOPMENT CHARGES.

(A) Within the Service Area, under the following conditions, the Association may levy and collect system development charges for the water system for capital improvements and debt service on such capital improvements as hereinafter specified:

(1) Whenever a property owner or his authorized representative connects an existing structure to a system or portion thereof owned or operated by the Association;

(2) Whenever a property owner or his authorized representative applies for a building permit to alter an existing structure previously connected to a water system owned or operated by the Association, where such alteration increases the potential demand on the Association's system; and

(3) Whenever a property owner or his authorized representative applies for a building permit to construct a structure or alter a structure on property which according to a plan adopted by the Association or the County is scheduled in the future to be connected to a system owned or operated by the Association even though the property owner or his representative may receive interim water service from a source other than the Association.

(B) If the structure on the property for which a system development charge has been paid is not authorized to connect to the Association's system within 10 years of the date of such payment, the property owner holding legal title at the end of the 10-year period shall be eligible for a refund of the system development charge without interest. The Association shall notify the property owner of his eligibility for a refund by mailing notice and an application for refund to the property owner. Such notice shall be sent by certified or registered mail with return receipt requested to the then owner of record as shown on the most recent ad valorem tax roll. Any property owner eligible for a refund shall file written application with the Association for a refund within 90 days of the date of mailing of the notice by the Association or such property owner shall be deemed to

(F) System development charges may be pledged to the payment of bonds or other obligations of the Association, provided that the Association has agreed in the resolution authorizing such bonds or other obligations that it maintain net revenues, together with special assessment proceeds and other revenues derived by the Association, exclusive of system development charges, equal to at least 100 percent of the debt service on such bonds or obligations.

**SECTION 3.06. REPORTING REQUIREMENT, BOOKS AND RECORDS.**

(A) The County or its designee shall have the right to review all records maintained by the Association on five days written notice.

(B) An annual audit of the Association's books and records shall be prepared by an independent Florida certified public accounting firm in accordance with generally accepted accounting principles and shall be delivered to the County, at the Association's expense, within 120 days of the twelve month period ending the Association's fiscal year. The audit shall include, but not be limited to the following elements:

- (1) balance sheet;
- (2) statement of revenue and expenses segregated by the areas served (Okeechobee County or Glades County);
- (3) statement of cash flows; and
- (4) notes to financial statements.

The Association shall establish and maintain at its' own expense during the term of this franchise, a bookkeeping, accounting and record keeping system to facilitate the preparation of the audit and shall preserve for at least six years from the date from their preparation, full, complete, and accurate books, records, and accounts that have been consistently applied in accordance with generally accepted accounting principles.

**SECTION 3.07. COMPLAINTS.**

(A) All service complaints shall be directed to the Association. The County shall notify the Association of any complaint communicated to the County. All complaints received by the Association shall be immediately recorded in the complaint log maintained by the Association. Complaints shall be resolved within 24 hours after being received by the Association. When a complaint is received after 12:00 noon on a Friday or the day preceding a holiday, it shall be resolved by the Association no later than the next regular working day.

(B) The Association shall supply the County on a periodic basis, no less often than monthly, a typed statement of all oral or written complaints (including copies of written complaints received) on a complaint form or other written format approved by the County, from any source and whether or not received and forwarded to the Association by the County. Such statement shall be in a format indicating the date and hour of inquiry or complaint received, the nature of the complaint received and a full explanation of the disposition of the complaint. The Association shall establish procedures acceptable to the County to ensure that all customers are notified as to complaint procedures, rules and regulations, rates and fees charged or imposed by the Association. The County may from time to time contact customers directly regarding the quality of service and the disposition of complaints.

**SECTION 3.08. MANDATORY USE OF ASSOCIATION FACILITIES AND SERVICES.** All lands, buildings, premises, persons, firms and corporations or other users within the Service Area, shall use the water facilities of the Association, or any other service provider authorized by the County, when and where ever such services and facilities become available; and for such purposes, the Association shall be entitled to seek injunctive relief, either mandatory or prohibitory, to enforce the use of Association facilities or services.

**SECTION 3.09. PLANNING REQUIREMENTS.**

(A) Within three years after the effective date of the Franchise Agreement, the Association shall adopt a master plan which identifies current customers, projects and future customers; profiles customers (residential, commercial, industrial); reviews and generally inventories all existing infrastructure and treatment facilities within the Service Area; identifies a capital improvement program for the Association; reviews all current permits and compares existing regulations to projected regulations; identifies and evaluates potential acquisitions or service expansions; evaluates Association staffing; provides for detailed mapping of system facilities; provides for hydraulic analysis of system facilities, both existing and proposed; evaluates present and future sources of raw water and the treatment requirements for those sources in terms of capacity, reliability and economy; identifies reclaimed water storage alternatives and wetweather back-up alternatives; and identifies current and potential high volume users of reclaimed water. Thereafter, the Association shall review, and if necessary amend the master plan periodically, but not less often than every three years.



(B) Treatment facility construction or expansion or line extension policies adopted by the Association shall be in furtherance of land development regulations adopted by the County.

(C) The construction or expansion of any portion of the Association's systems, or major alterations which affect the quantity or quality of the level of service of the Association's systems, which is undertaken or initiated by the Association shall be consistent with the applicable local government comprehensive plan of the County adopted pursuant to Chapter 163, Part II, Florida Statutes; provided, however, that this obligation shall not be construed to allow a local government comprehensive plan to require the Association to construct, expand, or perform a major alteration of any public facility which would result in the impairment of covenants and agreements relating to bonds or other obligations, issued or assumed by the Association.

(D) When the County has issued a development order which approves the construction of public facilities or has issued a development order pursuant to Chapter 308, the County shall not use the requirements of this section to limit or modify the rights of the Association to approve, construct, modify, operate, or maintain public facilities authorized by the development order.

(E) The Association shall take no action which is inconsistent with applicable comprehensive plans, land development ordinances, or regulations adopted by the County.

**SECTION 3.10. COMPLIANCE WITH OTHER LAWS, ORDINANCES AND REGULATIONS.**

(A) This franchise does not and shall not be construed to relieve the Association from any obligation to address any permit, condition, term, approval or restriction and shall not relieve the Association or its successors, of the obligation to comply with any law, ordinance, rule or regulation governing said permitting requirements, conditions, approvals or restrictions.

(B) All extensions of water system facilities and service shall be subject to the approval of the County and the approval will not be granted if such grant would be inconsistent with the County's comprehensive land use plan or zoning ordinance.

(C) Nothing in this ordinance shall be construed as a surrender by the County of its right or power to pass ordinances regulating the use of its streets, sidewalks, alleys, rights-of-way and easements. The Association shall abide by all such ordinances relative to its activities.

(D) This Franchise Agreement is not and shall not be construed as a development agreement pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

ARTICLE IV  
GENERAL

SECTION 4.01. INDEMNIFICATION. The County shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation and maintenance by the Association of the water system hereunder, and the acceptance of this Ordinance shall be deemed the agreement on the part of the Association to defend, fully protect, indemnify and hold harmless the County from and against each and every claim, demand or cause of action in any and all liability, costs, expense (including but not limited to reasonable attorneys' fees, costs and expenses incurred in the defense of the County, even if incident to appellate, post judgment or bankruptcy proceedings), damage or loss in connection therewith which may be made or asserted by the Association, the Association's employees or agents, or any third parties (including but not limited to the County) on account of personal injury, death, damage or property damage caused by, or arising out of in any way incidental to or in connection with its performance hereunder. At the election of the County, the Association shall contest or defend the County against any such claims of liability against the County. The County shall in any event, have the right, through counsel of its choice, to control the defense or response to any such claim to the extent it could affect the County financially, this indemnification shall also include any claim or liability arising from or in any way related to actual or threatened damage to the environment, including agency cost by investigation, personal injury or death, or damaged property. Only those matters which are determined by a final, nonappealable judgment to be the result of the negligence of the County shall be excluded from the Contractor's duty to indemnify the County, but only to the extent of the negligence of the County. For the purpose of this section, the term "County" shall be deemed to include the County Board of Commissioners and its agents, employees and affiliates. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the County, including, but not limited to reasonable accountants', attorneys' and expert witness fees and costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. The County shall have the right to defend such claim against it in any such manner as the County deems appropriate or desirable in its sole discretion. The indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the franchise granted herein.

**SECTION 4.02. CHANGE OF LAW.** Changes in law in the future, including, but not limited to, legislative, judicial or administrative changes, which mandate certain actions or programs for local governments or water utility providers may require changes or modifications in some of the terms or conditions or obligations under the franchise granted herein. Nothing contained in this Franchise Agreement shall require any party to perform any act or function contrary to law.

**SECTION 4.03. AMENDMENTS AND WAIVERS.** No amendment, supplement, modification or waiver of the Franchise Agreement granted herein shall be binding unless executed in writing by the County and the Association. No waiver of any of the provisions of this Ordinance shall be deemed or constitute a waiver of other provisions of this Ordinance, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification or waiver of this Ordinance shall be filed with the Clerk of the Circuit Court of Glades County,

**SECTION 4.04. SEVERABILITY.** The provisions of this Ordinance are severable. If any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby; except that if the County finds the invalidated portion to be an essential part of this franchise the County may declare this franchise terminated.

**SECTION 4.05. ALTERNATIVE METHOD.** This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the County, shall be liberally construed to effect the purposes hereof.

**SECTION 4.06. EFFECTIVE DATE.** This Ordinance shall not take effect unless the Association files an acceptance with the Clerk of the Board of County Commissioners, in the form attached as Appendix A, within seven (7) days of enactment by the Board, and in such an event, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days of enactment by the Board and shall take effect upon receipt of official acknowledgment of filing as provided in Section 125.66(2), Florida Statutes.

DULY ENACTED, by the Glades County Commissioners this 24TH day of  
MAY, 1993.

BOARD OF COUNTY COMMISSIONERS  
GLADES COUNTY, FLORIDA

(Seal)

BY: Franklin D. Simmons  
CHAIRMAN

ATTEST:

[Signature]  
CLERK

APPENDIX A

ACCEPTANCE

This Acceptance is made and entered into this 24 day of May, 1993, by the Okeechobee Beach Water Association, Inc., a Florida corporation (hereinafter the "Association"), and is hereby delivered to the Board of County Commissioners of Glades County, Florida, as the governing body of Glades County (hereinafter the "County").

WHEREAS, this Acceptance shall be an appendix to the ordinance granting a franchise to the Association and its successors and assigns to operate and maintain a water system within a portion of the unincorporated area of Glades County (hereinafter the "Ordinance").

WITNESSETH:

That the Association by its execution of this Acceptance hereby agrees, for itself and its successors and assigns, to accept all of the rights and privileges granted by the Ordinance and be bound by all the obligations thereunder as a non-exclusive franchisee of the County.

This Acceptance shall become effective upon enactment of the Ordinance by the County.

IN WITNESS WHEREOF, the Association has caused these presents to be executed the date and year first above written.

OKEECHOBEE BEACH WATER ASSOCIATION, INC., a Florida Corporation

BY: [Signature]  
President

[Signature]  
WITNESS

[Signature]  
WITNESS

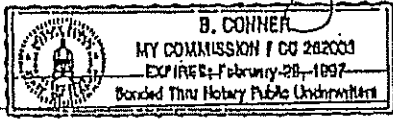
STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

The foregoing Acceptance was acknowledged before me by LELAND PEARCE, who is personally known to me, as President of the Okeechobee Beach Water Association, Inc., a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal this 24 day of May, 1993.

B. Conner

NOTARY PUBLIC - My Commission Expires:  
Print name of Notary Public here: B



(SEAL)

I hereby certify that this Acceptance was duly filed with the Clerk to the Board of County Commissioners of Glades County, Florida, pursuant to the terms of Glades County Ordinance No: 93- 4, on this 24TH day of MAY, 1993.

(SEAL)

ATTEST:

Jerry L. Beck  
CLERK JERRY L. BECK

APPENDIX B

DESCRIPTION OF SERVICE AREA

That portion of Glades County, Florida lying one mile on each side of State Road 78 from the Kissimmee River to Indian Prairie Canal.



RESOLUTION OF THE BOARD OF DIRECTORS OF  
OKEECHOBEE BEACH WATER ASSOCIATION, INC.  
APPROVING A WATER AND SEWER FRANCHISE  
AGREEMENT WITH GLADES COUNTY

BE IT KNOWN, that at a special meeting of the Board of Directors of Okeechobee Beach Water Association, Inc. ("the Association") held on April 26, 1993, a quorum being present, it was resolved by Board of Directors, upon majority vote of directors present:

RESOLVED, that Okeechobee Beach Water Association, Inc. shall enter into a franchise agreement with Glades County in the form attached hereto.

IT IS FURTHER RESOLVED, that the franchise agreement with Glades County, shall executed by the President and Secretary of the Association.

Dated this 26 day of April, 1993

OKEECHOBEE BEACH WATER ASSOCIATION,

By Leland Pearce  
LELAND PEARCE, PRESIDENT

ATTEST:

Verna Gabriel  
Verna Gabriel, Secretary

db\m\sc\venr\esp\olwn-bldl.res

266912

FILED FOR RECORD  
OKEECHOBEE CO. FL.  
94 NOV 10 AM 10:40  
GLORIA J. FORI  
CLERK OF CIRCUIT COURT

**ORDINANCE NO. 24-\_\_\_\_\_**

**AN ORDINANCE MODIFYING AND EXTENDING THE PROVISIONS OF ORDINANCE NO. 93-4 OF THE GLADES COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING A NON-EXCLUSIVE FRANCHISE TO OKEECHOBEE UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A WATER SYSTEM IN A PORTION OF THE UNINCORPORATED AREA OF GLADES COUNTY; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY, FLORIDA:**

**WHEREAS**, Ordinance 94-4 was adopted by the Glades County Commissioners on the 24<sup>th</sup> day of May, 1993, which granted a non-exclusive franchise to Okeechobee Beach Water Association, Inc., a non-exclusive franchise to operate and maintain a water system in a portion of the unincorporated area of Glades County, Florida for a period of 30 years, and

**WHEREAS**, Okeechobee Utility Authority is an independent regional utility service provider created by Interlocal Agreement between Okeechobee County, the City of Okeechobee, and Okeechobee Beach Water Association, Inc., and is a successor to Okeechobee Beach Water Association, Inc., and

**WHEREAS**, Ordinance 94-4 expired on its own terms on May 24, 2024, and Okeechobee Utility Authority, as successor to Okeechobee Beach Water Association, has requested that the provisions of Ordinance 94-4 be extended for an additional period of time.

**NOW THEREFORE**, Ordinance 94-4 is hereby amended as follows:

**ARTICLE I**

**INTRODUCTION**

**SECTION 1.01 DEFINITIONS** As used in this Ordinance, the following words and terms shall have the following meanings unless the context clearly otherwise requires:

“Association” means the Okeechobee Utility Authority, its successors and assigns.

**ARTICLE II**

**WATER SYSTEMS FRANCHISE**

**SECTION 2.03 TERM OF FRANCHISE; ORDINANCE CONSTITUTES FRANCHISE AGREEMENT.** This Ordinance shall take effect and be in force from and after the final passage hereof, as required by law, and upon filing an acceptance by the Association with the County, in the form attached as Appendix A, within forty-five (45) days after the adoption of this Ordinance, shall commence as of May 24, 2024 and continue in force and effect for a term extending to September 30, 2026. This Ordinance, together with Ordinance 93-4, upon acceptance by the Association as provided herein, shall be construed as and constitute the Franchise Agreement.

**SECTION 4.06 EFFECTIVE DATE.** This Ordinance shall not take effect unless the Authority files an acceptance with the Clerk of the Board of County Commissioners, in the form attached as Appendix A, within forty-five (45) days of enactment by the BOCC and in such an event, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days of enactment by the BOCC and shall take effect upon receipt of official acknowledgment of filing as provided in Section 125.66(2), Florida Statutes.

**SECTION 5.01 UNCHANGED PROVISIONS.** All remaining unchanged privileges, terms, conditions, and other matters set forth in Ordinance No. 93-4 shall remain and continue in full force and effect.

**DULY ENACTED** by the Glades County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
GLADES COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_

TIM

STANLEY, CHAIRMAN

\_\_\_\_\_  
TAMI PEARCE SIMMONS, CLERK

(SEAL)

**APPENDIX A**

**ACCEPTANCE**

This Acceptance is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by the Okeechobee Utility Authority (hereinafter the “Authority”), and is hereby delivered to the Board of County Commissioners of Glades County, Florida, as the governing body of Glades County (hereinafter the “County”).

**WHEREAS**, this Acceptance shall be an appendix to the ordinance granting a franchise to the Authority and its successors and assigns to own, operate and maintain water and wastewater systems within a portion of the unincorporated area of Glades County (hereinafter the “Ordinance”).

**WITNESSETH:**

That this Authority by the execution of this Acceptance hereby agrees, for itself and its successors and assigns, to accept all of the rights and privileges granted by the Ordinance and be bound by all the obligations thereunder as a non-exclusive franchise of the County.

This Acceptance shall become effective upon enact of the Ordinance by the County.

**IN WITNESS WHEREOF**, the Authority has cause these presents to be executed the date and year first above written:

OKEECHOBEE UTILITY AUTHORITY

ATTEST:

By: \_\_\_\_\_  
Steven D. Nelson, Chairman

\_\_\_\_\_  
John F. Hayford, Executive Director

**STATE OF FLORIDA  
COUNTY OF OKEECHOBEE**

The foregoing Acceptance was acknowledge this \_\_\_\_ day of \_\_\_\_\_, 2024, by means of physical presence by Steven D. Nelson and John F. Hayford, the Chairman and Executive Director of the Okeechobee Utility Authority; they are personally known to me.

\_\_\_\_\_  
Notary Public

# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 26

AUGUST 20, 2024

## **TMDL GRANT APPLICATION**

OUA staff along with assistance from Sumner Engineering/Jones Edmunds staff have nearly completed a Nonpoint Source Management Program Project Proposal.

The FDEP program allows for financial assistance for removal of OSTDS (septic tank systems). Allowable costs included pumping out, abandonment and demolishing septic tanks, installation of lateral piping and paying of OUA connection fees. It will not fund any construction of the collection system.

As noted in the application, the total ask from FDEP is \$750,000. A local match was included as \$562,000 comprising of \$350,00 OUA funds and \$212,000 contributed by the OSTDS owners.

The TMDL review and award process will not be completed until late Spring 2025. However, the timing is perfect in that the SWSA Project 2 is not contracted to be completed until May of 2025.

A copy of the application is attached and OUA staff will keep you posted as to any changes.

Staff I recommending to the OUA Board to approve of this application process.



# Nonpoint Source Management Program Project Proposal

Contact Connie Becker for assistance with completing proposal questions and to submit a completed proposal response:

Phone 850-245-2945

Email: [Connie.L.Becker@FloridaDEP.gov](mailto:Connie.L.Becker@FloridaDEP.gov)

## PART I – GENERAL INFORMATION

- 1.1 ORGANIZATION NAME: *Okeechobee Utility Authority (OUA)*
- 1.2 APPLICANT/ENTITY TYPE: *Local Government*
- 1.3 CONTACT INFORMATION:  
Name: *John Hayford*  
Address: *100 SW 5<sup>th</sup> Ave, Okeechobee, FL 34974*  
Phone: *(863) 763-9460*  
E-mail: *jhayford@ouafl.com*
- 1.4 FUNDING REQUEST GRANT TYPE(s):  
 Federal EPA 319(h)       State Water-quality Assistance Grant (SWAG)
- 1.5 Requested Grant Funding Amount: *\$750,000*
- 1.6 Entity Local/Match Commitment Amount: *\$562,000*
- 1.7 TOTAL COST (Sum of Proposed Project Funding Request and Entity Local and/or Match Commitment Amounts): *\$1,312,000*
- For larger or phased projects, does the total requested cost equal the total cost of the entire project?  
 Yes    No
  - If no, what is the total cost of the entire project: \$
  - If no, list/describe all other funding sources needed to complete the entire project.
- 1.8 Existing DEP Funding Status: *None*
- If project pending or awarded DEP funding, add the following information as applicable: project name, grant and match amounts, DEP Agreement No., project start and end dates:  
*If this funding request is approved, then the funds will be used to minimize the costs to the property owner for the resident-side hook-ups (piping from house to street, proper septic tank abandonment and OUA connection fees) and to assist OUA with completing the Southwest Wastewater Services Area (SWSA) Project 2 to eliminate septic tanks and groundwater degradation.*

**1.9 PROPOSED PROJECT NAME:** *SWSA Septic-to-Sewer Project - Phase I*

**1.10 PROJECT TYPE:** Onsite Sewage Treatment and Disposal Systems (OSTDS)

**1.11 PROJECT SUB-TYPE:** Check all that apply

- BMP Treatment Train
- Directly Impacting Coastal Waters
- Education – Florida Friendly Landscaping™ (FFL)
- Education – Low Impact Development/Green Infrastructure (LID/GSI)
- Education – Nonpoint Source Pollution
- Education – OSTDS
- Education – Waterfront Property Owners
- Indirectly Impacting Coastal Waters
- LID/GSI
- OSTDS Septic Tank Abandonment
- OSTDS Connecting Property Owners to Sewer, not including main line installation
- Protection of Unimpaired Water(s)
- Protection of Groundwater
- Urban Stormwater Runoff

**1.12 SHORT PROJECT DESCRIPTION:** Describe proposed grant and match activities for funding evaluation in 500 words or less.

*This project will convert residential OSTDS's to public wastewater service. The current wastewater treatment and disposal provided by OSTDSs installed in the service area is insufficient. The OSTDSs are old, installed as early as 1970, and have an environmental impact on groundwater quality and the nearby Lake Okeechobee and Taylor Creek/Nubbin Slough watershed. To alleviate continued impact in this area, OUA has identified the Southwest Section Wastewater Service Area (SWSA) as a conversion priority. The SWSA project area within the Taylor Creek/Nubbin Slough watershed, which discharges directly into Lake Okeechobee. Lake Okeechobee is classified as an impaired water body, and removing any nutrient loading source that impacts water quality in the watershed and lake will aid in improving current water quality over time. In 2000, the Florida Legislature enacted the Lake Okeechobee Protection Act and in 2007 the Lake Okeechobee Protection Plan was developed to help restore and preserve the entire Lake Okeechobee watershed. This SWSA project is in concurrence with the Act and Protection Plan. The recommended sewer collection system proposed will serve a total of 518 homes with **Phase I connecting 125 homes**, the majority of which are currently connected to the OUA potable water system, and this total project will also prevent the construction of 32 additional septic systems on currently undeveloped lots.*

**1.13 PROJECT LOCATION:**

- **Geographic Location of Project (e.g. city, county, street address):** *Okeechobee County. Bounded on the north by SW 16th Street, west by SW 37th Avenue, east by SW 18th Terrace, and the south by SW 28th Street.*
- **Latitude (decimal degrees):** *27\*13'26" N (center of project location)*
- **Longitude (decimal degrees):** *80\*51'10" W (center of project location)*
- **Size of Area Needed to Build Project:** *N/A*
- **Size of Area Being Treated:** *N/A*
- **Land Uses of the Area Being Treated:** Describe land use types and proportion for the drainage area that is contributing runoff to the treatment system (e.g., 50% low-density residential, 20% industrial, 30% agricultural, etc.) *N/A*

**1.14 Stormwater Runoff Conveyance to Project Site:**

Is the stormwater runoff being directed to the project site for treatment by sheet flow or through urban or agricultural pipes/ditches? *Urban or Rural impervious runoff directed through an MS4 conveyance system or major pipe*

If Other/Combination, please describe: *Click or tap here to enter text.*

**Septic to Sewer Projects:**

**1.13 Enter # of Septic Tanks to be Abandoned/Eliminated (if applicable):** *125*

**1.14 Describe the estimated (average or range) cost for each septic to sewer connection on privately owned property. Include costs only for: proper septic system abandonment, connection fees, installing lateral lines, and (if applicable) installing a grinder station. Exclude any sewer or water main construction costs, impact fees, or other work done in public property.**

*I The total estimated cost for the homeowner side construction is \$10,500 per home. This includes septic system abandonment, lateral piping and the OUA connection fee (\$1,500). The total cost for 125 homes is estimated as \$1,312,000. OUA has proposed to split the total project costs as \$750,000 grant (57%) and \$562,00 local match (43%) consisting of \$350,000 OUA and \$212,000 septic tank owner for the 31925 grant funding request.*

**1.15 Describe any commitments you have received from property owners to connect to available sewer main as part of this project, or any local requirements that residents will need to follow to connect within a certain time range, etc.**

*Okeechobee County ordinance states, "Connection to a public supply sewer system shall be required when a system is available. A system is available when it is capable of being connected to the plumbing a residence or establishment, is not under a moratorium, has adequate permitted capacity to provide the service, and for a single family lot or residence...a gravity sewer line or low pressure or vacuum sewage collection line exists in a public easement or right-of-way that abuts the property line."*



## PART II: LOCAL PLANNING AND READINESS TO PROCEED

- 2.1 **Financially Disadvantaged Community?** Is the project expected to be located in or primarily benefit a financially disadvantaged community? (e.g., [Rural Economic Development Initiative](#))?  
 Yes  No
- If yes, identify the community: *Okeechobee County*
- 2.2 **MS4 Permit:** Are any of the grant or match activities in this project proposal required under a municipal separate storm sewer system (MS4) or stormwater NPDES permit?  
[Learn more about Phase I and Phase II MS4 permits](#)  
 Yes  No
- If yes, describe. [Click or tap here to enter text.](#)
- 2.3 **Master Plan:** Does the proposal organization have a long-term plan to address all stormwater priorities/needs for their community?  
 Yes  No
- If yes, describe why this project was chosen as a priority for funding over other alternatives in the planning process. [Click or tap here to enter text.](#)
- 2.4 **Does the proposal's organization have a dedicated stormwater fee?**  
 Yes  No
- If yes, state the monthly fee amount: [Click or tap here to enter text.](#)
- 2.5 **O&M Plan:** Does the Proposal Organization have an estimated schedule and funding identified (including in-kind contributions) to operate and maintain this proposed project?  
 Yes  No
- If yes, describe.
- 2.6 **Land Ownership Status for the Construction of Treatment Infrastructure:**  
[Septic tank systems are on privately owned land](#)
- If land has been acquired, please list the title owner:
- 2.7 **Design Status:** [Project is 100% designed](#)
- 2.8 **Permit Status:** [Fully permitted \(100%\)](#)
- 2.9 **Project Readiness Start Date (Eligible Grant and/or Match Activities):** [Immediately after notice of funding availability, July 2025](#)

## PART III – PROJECT WATERSHED CHARACTERISTICS

3.1 Provide the name of the waterbody(s) and impaired parameters that this project addresses, including WBID number(s). Add rows as applicable.

DO = Dissolved Oxygen; FIB = Fecal Indicator Bacteria; TN = Total Nitrogen; TP = Total Phosphorus

[Find Water Body Identification \(WBID\) numbers and associated impairments](#)

WBID	Impaired parameter(s)	Parameter(s) addressed by project	Project relationship to watershed
<i>Taylor Creek/Nubbin Slough: 3205B, Lake Okeechobee: 3212A</i>	Nutrients (TN, TP)	<i>TN, TP</i>	Project indirectly discharges into impaired WBID
Click or tap here to enter text.	Click to Select from Dropdown	Click or tap here to enter text.	Click to Select from Dropdown
Click or tap here to enter text.	Click to Select from Dropdown	Click or tap here to enter text.	Click to Select from Dropdown

3.2 If the project does not treat water that discharges directly into an impaired WBID, describe how the project contributes to reducing pollutants to the WBID.

*Current septic tanks in place can leach into Lake Okeechobee (WBID: 3212A – impaired water body) through the groundwater or Taylor Creek/Nubbin Slough watershed. These septic tanks will be properly abandoned and will no longer be in service after this project is complete.*

3.3 Is the proposed project geographically located within and/or associated with a Water Quality Restoration plan (Basin Management Action Plan or Reasonable Assurance Plan (4b))?

- [View Adopted BMAPs and RAPs](#)
- [Statewide Annual Report \(STAR\)](#)

Yes     No

If yes, please complete the following table, add rows as needed:

Restoration Plan Type/Name/Parameter(s) NOTE: Pollution Reduction Plan 4e not eligible for funding evaluation points	Does project address Plan Parameter(s)?	Is project listed in STAR update?	If listed, enter Project Name(s)/Project ID(s) from STAR (or anticipated info for next STAR update)
BMAP - Lake Okeechobee - TP	Yes	Yes	<i>Lake Okeechobee Basin Management Action Plan</i>
Click to Select from Dropdown	Click to Select from Dropdown	Click to Select from Dropdown	Click or tap here to enter text.
Click to Select from Dropdown	Click to Select from Dropdown	Click to Select from Dropdown	Click or tap here to enter text.

## PART IV – DETAILED PROJECT DESCRIPTION

- 4.1 Describe only the proposed grant funded and (where applicable) local funds and/or match commitment activities:** Provide enough detail so that the project evaluators will know exactly what is being constructed/implemented and how it will function. For treatment trains, include how the BMPs are connected and function as a train.

*This project is focused on the elimination of residential OSTDS. The septic tanks will be pumped out, collapsed and backfilled while lateral piping will connect the house to the streetside wastewater collection system*

- 4.2 Project Length and Task Timelines:**

- Estimated Project Start Date: *July 2025*
- Estimated Project End Date: *June 2026*

Detail by task as applicable, if known (e.g., construction, monitoring, education, reporting, etc.)

Task Name	Grant Funding	Match Funding	Task Start Date	Task End Date
Construction	\$750,000	\$562,000	July 2025	June 2026
Click or tap here to enter text.	\$Click or tap here to enter text.	\$Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	\$Click or tap here to enter text.	\$Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	\$Click or tap here to enter text.	\$Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

- 4.3 Describe project details for work beyond the grant and match request (e.g., larger or phased project description), if applicable:**

*The future total project includes up to 518 residential OSTDS. This **Phase I** project request will eliminate up to 125 OSTDS units. This phased approach will work because of the few number of contractors available to do the work as well as minimal disruption to the project area. The phased approach will continue each year until all units connected.*

- 4.4 Objective:** Explain how the activities and BMPs in the grant and local funds and/or match funded project proposal will reduce nonpoint source pollution. Include how they will benefit the associated impaired water and, if applicable, implement a water quality restoration plan or how they will protect unimpaired waters.

*There are currently 7,577 septic systems in the urbanized region of Taylor Creek/Nubbin Slough sub watershed in the Lake Okeechobee Basin. Although OSTDSs may not be the only major nutrient-loading contributor in the Okeechobee watershed, they are a portion of the non-point source loading. Lake Okeechobee is classified as an impaired water body. Based on the critical nature of Lake Okeechobee, removing any source of nutrient loading that impacts water quality in the lake will aid in maintaining and/or enhancing the current water quality.*

**4.5 Green Infrastructure:** Check all that apply. [Visit the Green Stormwater Infrastructure website to learn more.](#)

- Implementation of comprehensive street tree or urban forestry programs, including expansion of tree box sizes to manage additional stormwater and enhance tree health.
- Implementation of green streets (combinations of green infrastructure practices in transportation rights-of-ways), for either new development, redevelopment or retrofits
- Implementation of water harvesting and reuse programs or projects
- Implementation of wet weather management systems for parking areas, including: the incremental cost of porous pavement, bioretention, trees, green roofs, and other practices that mimic natural hydrology
- Not applicable

List any Green Infrastructure BMP's to be implemented in this project:

[Click or tap here to enter text.](#)

Describe if the project will provide multiple uses and benefits by the LID components such as expected value added to community use, if there is support by the community for LID implementation, added safety, nutrient reductions, long-term cost savings, etc.

[Click or tap here to enter text.](#)

**4.6 Cost Effectiveness:** Describe how this project is cost effective for reducing pollutants contributing to water quality impairments and/or restoring water quality (e.g., estimated cost per pound removal of total nitrogen or total phosphorus).

*Connecting homes to a centralized wastewater collection and transmission system and decommissioning existing septic systems is the most cost effective method of directly reducing nonpoint-source nutrient loads to the environment. Based on this grant request and the estimated nutrient removal, the approximate cost-benefit is \$5.18/lb-TN and \$55.53/lb-TP.*

**4.7 Project Effectiveness Evaluation:** Describe how the success of the project will be evaluated, such as water quality monitoring, surveys, etc. Provide sufficient detail to indicate which activities and BMPs will be monitored and how.

*OSTDS conversion is a type of project that has a long-term positive permanent impact, not an immediate one. Project effectiveness in the environment can be evaluated based on long-term water quality monitoring and nutrient reduction trends in the affected water bodies.*

## PART V – EXPECTED POLLUTANT LOAD REDUCTIONS

5.1 This proposal is for a **nonstructural BMP** project, such as education campaign.

Yes  No

- If yes and you are unable to fill out the pollutant load reduction table, please describe below how the project will be evaluated for effectiveness and/or reduce pollutant loads.

*N/A*

5.2 This proposal is for a **structural BMP** project.

Yes  No

- If yes, describe how the estimated reduction(s) were determined, including the name of the model used: *Estimated reductions were determined based on an industry-standard estimation of nutrient loading from septic systems and the nutrient concentration reduction achieved through the receiving wastewater treatment facility.*

For consistency, the department recommends using the University of Central Florida [BMPTrains Model](#). *N/A*

- What are the estimated residence times of any ponds, swales, etc.

*N/A*

**Enter calculated load reductions for each BMP and the TOTAL grant and match requested work ONLY in the tables below. Copy and paste additional tables per BMP if needed.**

5.3 Are the load reductions in the tables below only for the grant and match/local contribution work amounts?  Yes  No

- If no, describe here (not in tables) any additional load reductions expected for the larger/phased project beyond the grant or match requested work. [Click or tap here to enter](#)

*text.* **BMP Name:** *per each OSTDS Conversion*

BMPs Installed	TSS lbs./yr.	TP lbs./yr.	TN lbs./yr.	Sediment lbs./yr.	BOD lbs./yr.	Fecal Indicator Bacteria
<b>Load Reduction</b>	-	189	2,025	-	-	-
<b>% Reduction</b>	-	<b>100</b>	<b>100</b>	-	-	-

**BMP Name:** [Click or tap here to enter text.](#)

BMPs Installed	TSS lbs./yr.	TP lbs./yr.	TN lbs./yr.	Sediment lbs./yr.	BOD lbs./yr.	Fecal Indicator Bacteria
<b>Load Reduction</b>	-	-	-	-	-	-
<b>% Reduction</b>	-	-	-	-	-	-

**TOTAL PROJECT:**

BMPs Installed	TSS lbs./yr.	TP lbs./yr.	TN lbs./yr.	Sediment lbs./yr.	BOD lbs./yr.	Fecal Indicator Bacteria
<b>Load Reduction</b>	-	189	2,025	-	-	-
<b>% Reduction</b>	-	<b>100</b>	<b>100</b>	-	-	-

## PART VI – ADDITIONAL BENEFITS

Describe your project's additional benefits. If there are no associated benefits or you are not sure, type N/A.

- 6.1 Nonpoint Source Education:** Describe any education and outreach components of the project, including subject matter, estimated audience type and size, estimated number of trainings and/or workshops, and how you will encourage public participation in the project process.

*This project includes public meetings and workshops focused on educating the public about local environmental concerns and the relative benefits of this septic-to-sewer project. All residents included in the project area are invited and encouraged to participate.*

- 6.2 Climate Resilience:** Provide a short description on how this project will be resilient to climate change. Describe the potential vulnerabilities of the proposed project to climate change and the adaptation responses to those vulnerabilities:

N/A

- 6.3 Benefits to underserved communities:** Provide a short description of whether the project is located in underserved communities. If so, discuss whether the underserved communities or organizations are engaged in the project, and how the project would benefit them.

*Okeechobee County is deemed a financially disadvantaged community and this project will help implement a septic-to-sewer conversion project that otherwise would not be feasible. It will also save residents the costs of repairing and replacing septic systems that will fail over time.*

## PART VI – CERTIFICATION, ATTACHMENTS, AND REFERENCES

I, the undersigned Authorized Representative of the Project Proposal, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the proposal for consideration of funding and to provide these assurances.

Authorized  
Representative \_\_\_\_\_

(Signature)

John F Hayford  
\_\_\_\_\_

(Name typed)

Signed this date: July 1, 2024

List the file names for all attachments that are included with this project proposal (such as maps, design plans, GIS files, letters of support, operations and maintenance plan, etc.), a description of what the attachment contains, and the total number of attachments submitted, including the project proposal.

Total Number of Files Submitted (include the project proposal in the total number): [Click or tap here to enter text.](#)

Cite References (if applicable): [Click or tap here to enter text.](#)

**Contact Connie Becker for assistance with completing proposal questions and to submit a completed proposal response: Phone: 850-245-2945  
Email: [Connie.L.Becker@FloridaDEP.gov](mailto:Connie.L.Becker@FloridaDEP.gov)**

# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

AUGUST 20, 2024

## FLORIDA COMMERCE GRANT APPLICATION

OUA staff along with assistance from Jones Edmunds staff have nearly completed a Florida Rural Infrastructure Fund Program under Florida Commerce.

The program allows for financial assistance for:

### Project Planning and Preparation Grants

Grants may be awarded for up to \$300,000 for feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities. Grants awarded under this category may be used in conjunction with Total Project Participation grants.

OUA has been working with local community agencies in the future development of the former Boy's School property as a Data Center under the IRSC. IRSC staff have approached the OUA to provide water and wastewater services as the industrial property is developed. Additionally, IRSC has specifically asked about the use of reclaimed water for Data Center equipment cooling purposes at the facility.

While the use of OUA water and wastewater infrastructure is readily available, reclaimed water will be much more involved. Facilities for treatment, storage and distribution will require an involved study along with permitting constraints. Current reclaimed water use is limited to agricultural irrigation or deep well injection. This proposed use shall require the OUA reclaimed water to be of public access quality, typically used to irrigate public green spaces, golf course or other such uses.

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.

A draft copy of the application is attached and OUA staff will keep you posted as to any changes.

Staff is requesting of the OUA Board an approval of this application process.





## Florida Rural Infrastructure Fund Program

### Application for Funding

Applicant: Okeechobee Utility Authority  
(Name of Applicant)

Project Title: OUA Wastewater Reuse Master Plan  
(Name of Project)

State Fiscal Year 2024-2025

Application Date: Sept 9 2024

Mailing Address: FloridaCommerce  
Bureau of Small Cities and Rural Communities  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405

Web: <http://www.FloridaJobs.org/RIF>

### Contents

#### Application Form

- Part I – Applicant Profile
- Part II – Project Description and Timeline
- Part III – Economic Narrative
- Part IV – Project Budget
- Part V – Sources and Uses of Non-RIF Funds
- Part VI – Participating Party Information (if applicable)
- Part VII – Application Authorization

#### Application Instructions

- Part I – Applicant Profile**
- Part II – Project Description and Timeline**
- Part III – Economic Narrative**
- Part IV – Project Budget**
- Part V – Sources and Uses of Non-RIF Funds**
- Part VI – Participating Party Information (if applicable)**
- Part VII – Application Authorization**

## Part I – Applicant Profile

### Applicant Contact Information:

Entity Name: Okeechobee Utility Authority		
Street Address: 100 SW 5 <sup>th</sup> Avenue		
Mailing Address (if different):		
City: Okeechobee	Zip Code: 34974	County: Okeechobee
Main Telephone: 863-763-9460	Main Facsimile: 863-763-9036	Federal ID Number: 65-0596617

Chief Official: Steven D. Nelson	Title: Chairman
Telephone: 863-763-9460	Facsimile: 863-763-9036
E-mail Address: snelson@ouafl.com	

Chief Financial Officer: Lauriston Hamilton	Title: Finance Director
Telephone: 863-763-9460	Facsimile: 863-763-9036
E-mail Address: financedirector@ouafl.com	

Applicant Project Contact: John Hayford	Title: Executive Director
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Street Address: 100 SW 5 <sup>th</sup> Avenue		
City: Okeechobee	Zip Code: 34974	
Direct Telephone: 863-634-9791	Facsimile: 863-763-9036	
E-mail Address: jhayford@ouafl.com		
<b>Application Preparer Information</b>		
Preparer's Name: John Hayford	Organization Preparing Application: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Private Company <input type="checkbox"/> Regional Planning Council	
Street Address: 100 SW 5 <sup>th</sup> Avenue		
City: Okeechobee	State: FL	Zip Code: 34974
Telephone: 863-763-9460	Facsimile: 863-763-9036	
E-mail Address: jhayford@ouafl.com		

<b>Consultant Information (if applicable)</b>		
Consultant's Name: Bill Lynch	<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> Regional Planning Council	
Street Address: 7230 Kyle Court		
City: Sarasota	State: FL	Zip Code: 34240
Telephone: 561-267-8535	E-mail Address: blynch@jonesedmunds.com	

<b>Demographics and Area Data</b>		
U.S. Congressional District Number: 18	Florida Senate District Number: 29	Florida House District Number: 83
Total Population: 833,693	Unemployment Rate: 3%	Poverty Rate: 18.6
Source: US Census Bureau	Source: U S Census Bureau	Source: U S Census Bureau
Source Date: 2022	Source Date: 2018-2022	Source Date: 2022

<p>Indicate what RIF grant category is being applied for:</p> <p><input type="checkbox"/> Total Project Participation Grant</p> <p><input checked="" type="checkbox"/> Project Planning and Preparation Grant</p> <p><input type="checkbox"/> Preclearance Review Grant</p>		
<p>Indicate the total amount of RIF funding being requested: \$300,000</p>		
<p>If the proposed project is located in a Rural Area of Opportunity (RAO), indicate which one: (See list of RAOs in application instructions.)</p> <p><input type="checkbox"/> Northwest RAO</p> <p><input checked="" type="checkbox"/> South Central RAO</p> <p><input type="checkbox"/> North Central RAO</p>		
<p>If applying for Panhandle Specific Appropriation funds, please indicate the County in which the project is located:</p> <p><input type="checkbox"/> Calhoun County                      <input type="checkbox"/> Jackson County</p> <p><input type="checkbox"/> Gadsden County                         <input type="checkbox"/> Liberty County</p> <p><input type="checkbox"/> Holmes County                            <input type="checkbox"/> Washington County</p>		
<p>Answer the following questions by clicking on the correct check box.</p>		
<p><b>Historic Preservation</b></p> <p>Will the project impact a building, public improvement, or planned open space that is 50 or more years old? If yes, include the documentation specified in the application instructions.</p>	<p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>
<p><b>Interlocal Agreement</b></p> <p>Will project activities require an interlocal agreement? If <b>yes</b>, the interlocal agreement(s) must be included.</p>	<p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>
<p><b>Regulatory Action</b></p> <p>Are improvements being made in this project to inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth? If <b>yes</b>, include a copy of the letter citing the regulatory action.</p>	<p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>
<p><b>Catalyst Site</b></p> <p>Is the project related to preclearance review and also located within a catalyst site as defined in Section 288.061, Florida Statutes? If <b>yes</b>, include a map showing the boundary of the catalyst site and the project boundary within.</p>	<p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>
<p><b>Comprehensive Plan</b></p> <p>Is the proposed project consistent with the applicant's Comprehensive Plan? The project must be consistent in order for the project to be funded through the RIF program and supporting documentation must be included with the application.</p>	<p><input checked="" type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>

## Part II – Project Description and Timeline

### Project Description

To develop future goals, objectives and strategies of reuse collection, pumping, treatment and disposal to meet the needs of future growth within the Okeechobee Utility Authority (OUA) while meeting or exceeding all regulatory statutes, regulations and limitations of local, state and federal regulatory agencies.

To develop a reuse master plan that includes serving new development to assist Okeechobee County with meeting their Comprehensive Plan Goal C, Objective C2, Policy C2.3 growth initiative where in “New development activities shall be given favorable consideration when such activities provide for reuse of treated wastewater...”. The reuse master plan will develop future goals, objectives and strategies for treatment, storage, and transmission for Okeechobee Utility Authority (OUA) reclaimed water management to meet the needs of future growth within the OUA while meeting or exceeding regulatory statutes, regulations and limitations of local, state and federal regulatory agencies.

### Project Summary

This initial task 1 of the Reuse Master Plan task will address the need for this planning effort. It will summarize what has the Okeechobee Utility Authority (OUA), Okeechobee County, Glades County and the City of Okeechobee initiated in regulatory and planning guidance to grow the reuse system in to what it is today. Task 2 will address the current condition of the reuse system, more specifically the treatment and disposal practices in use today. Future reclaimed water demands and conditions will be addressed in Task 3, including with respect to both the growth within the OUA service area of the wastewater collection system and expected flows to and the required expansion of the treatment and reuse systems to meet these anticipated reuse demands. wastewater flows will be evaluated in Task 3. Tasks 4, 5, 6 & 7 will provide details to address the growth needs of the reuse system to meet the expected demands identified in Task 3. Task 8 will compile the results of the previous tasks and evaluate options based results, estimated cost, availability, regulatory and other miscellaneous options.

### Proposed Timeline

Task/Activity Description	Task/Activity Duration	Deliverable
Task 1 – Background	1 Month	Preliminary Report
Task 2 – Existing Conditions	1 Month	Preliminary Report
Task 3 – Future Demands & Conditions	1 ½ Month	Preliminary Report
Task 4 - Site Evaluations	1 Month	Preliminary Report
Task 5 – Operational Assessment	½ Month	Preliminary Report

Task 6 – Hydraulic Assessment	½ Month	Preliminary Report
Task 7 – Capacity Analysis	½ Month	Preliminary Report
Task 8 – Recommendations & Final Report	1 Month	Final Report

### Part III – Economic Narrative


The ~~Okeechobee Utility Authority (OUA's)~~ current reuse practices are confined to offsite spray irrigation of adjacent agricultural operations and onsite use by either spray irrigation or deep injection well. Offsite use is controlled by the agricultural operation and needs of the land. For day-to-day planning purposes this can be a challenge since influent wastewater flows do not change significantly from day-to-day. Onsite disposal by irrigation can be weather dependent which leaves the deep injection well as the backup plan for disposal.

The OUA has recognized urban or industrial use of reclaimed water as a future growth opportunity. There are existing urban uses (~~C~~Cemetery and home sites) adjacent to the facility. Additionally, an adjacent parcel and a Data Technology Park are under development. ~~and a Data Technology Park and~~ The OUA has been contacted about the availability of potable water, wastewater and reclaimed water for reuse ~~and wastewater~~ to meet their ~~needs for water~~ consumption, waste treatment and cooling water and waste treatment needs, respectively. ~~Implementation of~~ The utility improvements included in the reuse master plan options will assist in the development of the area which in turn will create short-term construction jobs and future long-term technology jobs for an area desperate for economic growth.

Additionally, the OUA has been included in the early planning stage of a nearby planned unit development (PUD) that will include several thousand homes, parks, schools, recreational spaces and light commercial districts. Having the ability to ~~return supply~~ public access quality reclaimed reuse water ~~for disposal~~ will address long-term impacts on groundwater demands while addressing environmental impacts of wastewater treatment plant issues consistent with the County's Comprehensive Plan Goal C. Development of ~~the~~ this PUD area will provides ~~the~~ short-term construction job market growth and addresses ~~es~~ the residential area for long-term work force growth.

Describe the proposed project's potential for enhanced job creation and/or increased capital investment, including but not limited to the following information:

- The nature of the business activities which will be conducted at the site of, or which relate to the project.
- Description of the capital investment in real and personal property – do not include product inventory.

  
Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will have ripple effects on the area's economy.

## Part IV – Project Budget

Provide a breakdown of the total budget for the proposed project, including both RIF funding and other sources of funding.

ACTIVITY/TASK	RIF FUNDS	OTHER FUNDING SOURCES	TOTAL
Task 1 – Background	\$ <del>—</del> <u>\$10,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>10,000</u> <del>—</del>
Task 2 – Existing Conditions	\$ <del>—</del> <u>\$40,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>40,000</u> <del>—</del>
Task 3 – Future Demands & Conditions	\$ <del>—</del> <u>\$40,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>40,000</u> <del>—</del>
Task 4 - Site Evaluations	\$ <del>—</del> <u>\$50,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>50,000</u> <del>—</del>
Task 5 – Operational Assessment	\$ <del>—</del> <u>\$30,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>30,000</u> <del>—</del>
Task 6 – Hydraulic Assessment	\$ <del>—</del> <u>\$50,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>50,000</u> <del>—</del>
Task 7 – Capacity Analysis	\$ <del>—</del> <u>\$30,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>30,000</u> <del>—</del>
Task 8 – Recommendations & Final Report	\$ <del>—</del> <u>\$50,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>50,000</u> <del>—</del>
<b>TOTAL</b>	\$ <del>—</del> <u>\$300,000</u>	\$ <del>—</del> <u>\$0</u>	\$ <u>300,000</u> <del>—</del>

Provide an explanation of how the total infrastructure costs for the proposed project were estimated.

As this is planning project infrastructure cost are not included. The master plan, when completed, will provide preliminary estimate costs for identified improvements.



**Part V – Sources and Uses of Non-RIF Funds**

Source	Amount Contributed	Type (Loan, Grant, Local Government Funds, Donated Land, or Other Funding)
	\$	
	\$	
	\$	
	\$	
	\$	
Totals	\$	

**Part VI – Participating Party Information (if applicable)**

Complete and attach a [Participating Party Information Form](#) for each entity creating or retaining jobs as a result of this project.

**Part VII – Application Authorization**

- I, the undersigned chief elected official or authorized representative of the applicant, certify that to the best of my knowledge:*
- a. This application is in all respects fair and submitted in good faith without collusion or fraud;*
  - b. If selected through this application process, the recipient will work in good faith and in partnership with the Department of Commerce to manage its grant in a timely and accurate manner;*
  - c. The information in this application is accurate; and,*
  - d. The undersigned is duly authorized to bind the entity represented in this application.*

<b>Signature of Chief Elected Official or Designee</b>
Signature: _____
Typed Name and Title: Steven D. Nelson Chairman Okeechobee Utility Authority
Date:
If signed by a person other than the chief elected official, a signature authorization must be included.

<b>Signature of Application Preparer if not an employee of the Applicant</b>
Signature: _____
Typed Name and Title: John F. Hayford Executive Director
Name of Firm or Agency: Okeechobee Utility Authority



**Florida Rural Infrastructure Fund Program**

**Application Instructions**

## Part I – Applicant Profile

The application profile must reflect the requested information about the applicant, including demographics, area data, and the person who prepared the application.

### **Application Category**

There are three categories of RIF grants that applicants can request funding for. Indicate which category is being applied for:

#### Total Project Participation Grants

To facilitate access to and maximize the use of state, federal, local, and private resources, grants may be awarded for up to 75 percent (75%) of the total infrastructure project costs, or up to one hundred percent (100%) of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2), F.S., which is also located in a fiscally constrained county as defined in s. 218.67(1), F.S., or a rural area of opportunity as defined in s. 288.0656(2), F.S.

Eligible uses of funds include:

- Improvements to public infrastructure for industrial or commercial sites.
- Upgrades to or development of public tourism infrastructure.
- Improvements to inadequate infrastructure that has resulted in regulatory action.

Authorized infrastructure may include the following public-private partnership facilities:

- Storm water systems.
- Telecommunications facilities.
- Roads or other remedies to transportation impediments.
- Other physical requirements to facilitate economic development activities in the community.

#### Project Planning and Preparation Grants

Grants may be awarded for up to \$300,000 for feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities. Grants awarded under this category may be used in conjunction with Total Project Participation grants.

#### Preclearance Review Grants

To enable rural communities to access the resources available under the Expedited Permitting – Preclearance Review Process (Section 403.973(18), Florida Statutes), grants may be awarded for surveys, feasibility studies, and other activities related to the identification and preclearance review of land which is suitable for preclearance review. Grant application criteria includes the extent to which administrative and consultant expenses are minimized.

Maximum award amounts and local funds match requirements:

- Projects located outside a RAO - \$75,000 with 50 percent local funds match.
- Projects located within a RAO - \$300,000 with no local funds match required.
- Projects located within a catalyst site (as defined in Section 288.0656, Florida Statutes) - maximum amounts same as above, depending on RAO status. However, the local funds match requirement may be waived pursuant to the process in Section 288.06561, Florida Statutes, for projects outside an RAO.

### **Rural Area of Opportunity (RAO)**

If the proposed project is located in a RAO, indicate which one.

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway. To learn more about the Northwest RAO region, please contact [Opportunity Florida](#).
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County). For more information about the South Central RAO region, please contact [Florida's Heartland Regional Economic Development Initiative, Inc.](#)
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties. For more information about the North Central RAO region, please contact [North Florida Economic Development Partnership](#).

### **Historic Preservation**

Answer "Yes" if any project activity will result in one of the following:

- Direct physical changes to a structure 50 or more years old, such as demolition (partial or complete), rehabilitation, restoration, remodeling, renovation, expansion, or relocation.
- Direct physical changes to public improvements 50 or more years old, such as stone curbs or brick streets.
- Direct physical changes to a planned open space 50 or more years old, such as a park or plaza.
- Project activities occurring within 100 feet of a structure, public improvement, or planned open space 50 or more years old.
- Project activities occurring in a Historic District listed on the National Register of Historic Places.

If this question is answered "Yes," proceed as follows:

- Contact the State Historic Preservation Office (SHPO) during the application planning process. Properties listed, or eligible for listing, in the National Register of Historic Places must be designed in accordance with the recommended approaches in the ***Secretary of the Interior's Standards or Rehabilitation Guidelines for Rehabilitating Historic Buildings*** (U.S. Department of the Interior, National Park Service). This publication and technical assistance may be obtained from the SHPO, 500 South Bronough Street, Tallahassee, Florida 32399-0250.
- Provide original photographs to SHPO that can be used to determine the historical/architectural significance of the property. Photographs must show each side of the structure and general views of the property in its surroundings; they should be identified by street address and keyed to the service area map. If potentially significant historic properties are identified, SHPO will recommend the appropriate approach.

- Provide the following documentation:
  - The location/address.
  - The construction date.
  - The activity affecting the historic property.
  - The results of any pre-application discussions with SHPO regarding the potential impact of the proposed project on historic properties

### **Interlocal Agreements**

Indicate whether or not activities will require an interlocal agreement. If activities will take place, or services will be extended or provided, outside of the local government applicant's jurisdiction, include an interlocal agreement signed by the chief elected officials, or legally designated individuals of the jurisdictions, that specifies:

- The units of local government (parties involved).
- The purpose of the interlocal agreement.
- A delineation of the cooperation between the parties involved.
- A description of the activities and the service area(s).
- The amount of funds being committed (and associated terms).
- A statement that the project is not inconsistent with the local comprehensive plans of all involved jurisdictions.

### **Regulatory Action**

If the proposed project will address inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth, the application must include a copy of the letter citing the relevant regulatory action.

### **Catalyst Site**

If the proposed project is related to preclearance review and is also located within a catalyst site as defined in Section 288.061, Florida Statutes, the application must include a map showing the boundary of the catalyst site and the project boundary within.

### **Comprehensive Plan**

The proposed project must be consistent with the applicant's comprehensive plan and the application must include documentation to support this consistency.

## **Part II – Project Description and Timeline**

### **Project Description**

Provide a narrative description of each proposed activity. Applications proposing more than one activity should include a description for each activity.

Each description should include the following minimum information:

- Quantity of the activity.
- If funds from other sources are being used, describe how the funds will be used.
- Location of the activity within the applicant's jurisdiction.
- Cost of the activity.
- A list of any major permits, comprehensive plan amendments, zoning changes, or similar approvals required.
- For infrastructure projects, an indication of who will own and maintain the infrastructure once completed.

In addition to describing the location of the project, the applicant must provide a project map, which, at a minimum, shows:

- A scale.
- A north arrow.
- The boundaries of the applicant's jurisdiction.
- The specific location of the project activity within the applicant's jurisdiction.
- The applicant's administration building, from which it will be managing the project.
- Street names and other identifying landmarks within the jurisdiction.

### **Project Timeline**

Outline each step of the project, from grant award to closing out the agreement. Provide an estimate of how long each step of the process will take, in months, and the associated activity/task deliverable.

### **Part III – Economic Narrative**

Describe the proposed project's economic benefit, long-term viability, and potential local or regional economic impact. The summary should include a description of the current and anticipated economic conditions of the area. Describe the project's potential for enhanced job creation or increased capital investment, including but not limited to, the following information:

- (1) The nature of business activities which will be conducted at the site of, or which relate to, the project.
- (2) A description of the capital investment in real and personal property, not including product inventory.
- (3) Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will impact on the area's economy.

### **Part IV – Project Budget**

Complete the budget table included in the application based on the type of activity being applied for. If funds from another source are being used to

assist with a particular activity, those funds should be listed separately from the requested RIF funds.

Applicants must also detail how they determined the total estimated costs associated with the project and upload all documentation used to make the determination. The written explanation should detail how the proposed budget is reasonable and appropriate considering the scope, substance, and duration of the proposed project. There is no specific format for providing budget assumption documentation, but it should clearly correspond with the type of activities and their associated costs entered in the budget table. The documentation should also demonstrate that the applicant has carefully considered the financial aspects of the project and has a solid rationale for the amount of RIF funding being requested.

### **Part V – Sources and Uses of Non-RIF Funds**

Identify any additional sources of funding that will be contributed to the project. Additionally, include documentation that the funds are available for use, such as an award letter, and that they have been contributed to this project, such as a resolution or minutes from a council or commission meeting. If an application has been submitted, but not yet awarded, for other non-RIF funds, include a copy of the application. Please note: all other funds must be available for use prior to award of RIF funding.

### **Part VI – Participating Party Information (if applicable)**

Complete a Participating Party Information Form for each entity creating or retaining jobs as a result of this project and upload them as part of the application. Participating Party Information Form available for download from [www.FloridaJobs.org/RIF](http://www.FloridaJobs.org/RIF)

### **Part VII – Application Authorization**

The application certification statement must be signed by the applicant's chief elected official. Any other signatory must be accompanied by a letter of signature authority signed by the chief elected official.

### **Supporting Documentation Summary**

- Communications with the State Historic Preservation Office (SHPO), if applicable.
- Interlocal Agreements, if applicable.
- Letter citing regulatory action, if applicable.
- Catalyst Site Map, if applicable.
- Comprehensive Plan documentation.
- Project Map.



- Cost Estimate documentation.
- Documentation of other sources of funding.
- [Participating Party Information Forms](#) for each Participating Party, if applicable.
- Letter of signature authority signed by chief elected official, if applicable.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 28

AUGUST 20, 2024

**PUBLIC COMMENTS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 29

AUGUST 20, 2024

**ITEMS FROM THE ATTORNEY**

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 30

AUGUST 20, 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
  - House connections being made

#### SW 5<sup>th</sup> Ave Wastewater System Improvements

- Design review @ 30%

#### US441SE Water Main Extension

- Contractor Notice to Proceed pending

#### Treasure Island Septic to Sewer Project

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

#### SR 78W Water Main Improvements Project

- Contractor Notice to Proceed pending

#### TCI Septic to Sewer Connections

- Notice to Proceed issued on Monday, September 16, 2024

#### FDEP TMDL Grant Application

- A \$750,000 grant application to help pay for OSTDS abandonment in SWSA

#### Florida Commerce Grant Application

- A grant to assist financially for an OUA Wastewater Reuse Master Plan

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 31

AUGUST 20, 2024

**ITEMS FROM THE BOARD**