

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
DECEMBER 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. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 - 2B. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
 - 2C. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 - 2D. Invoice from Sumner Engineering & Consulting, Inc. – Consumptive Use Permit Consulting
 - 2E. Invoice from Hinterland Group, Inc. – SWSA Project 2
 - 2F. Invoice from BS&A Software – Software Conversion
3. Consent Agenda
 4. Invoice from Wind River Environmental LLC – Taylor Creek Septic to Sewer Project
 5. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
 6. Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Water Main Extension
 7. Invoice from Kimley-Horn and Associates, Inc. - Lakeview Estates Permit Renewal
 8. Invoice from Andersen Andre Consulting Engineers, Inc. – SWSA Project 2 Vacuum Collection System
 9. Invoices from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
 10. Invoice from Thorn Run Partners
 11. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
 12. OUA Board of Director’s Meeting Dates
 13. 2025 OUA Holidays
14. Meeting Minutes from November 17, 2024
15. Employee Recognition
16. Public Comments
17. Discussion Agenda
 18. SWSA Project 2 Change Order No. 4
 19. SWSA VPS 4 Construction/Engineering Services Agreement
 20. SWSA Vacuum Pump Station 4 Force Main Bids
 21. SWTP Generator Repair
 22. Pine Ridge Park Vacuum Monitoring Project

23. Taylor Creek Isles Septic to Sewer Project
24. King's Bay US441SE Water Main Extension
25. Customer Billing Notices
26. Okeechobee County Legislative Delegation Meeting

27. Staff Reports

28. Operations Director
29. Finance
30. Attorney
31. Executive Director

32. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

DECEMBER 17, 2024

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD

January 21, 2025 – 8:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Tuesday – December 24, 2024 – Christmas Eve
Wednesday – December 25, 2025 – Christmas Day
Wednesday – January 1, 2025 – New Years Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

DECEMBER 17, 2024

AGENDA ADDITIONS OR DELETIONS

- 2A. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
- 2B. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
- 2C. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
- 2D. Invoice from Sumner Engineering & Consulting, Inc. – Consumptive Use Permit Consulting
- 2E. Invoice from Hinterland Group, Inc. – SWSA Project 2
- 2F. Invoice from BS&A Software – Software Conversion

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2A

DECEMBER 17, 2024

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

Please find attached the invoice in the amount of \$60,722.21 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,141,783.00
June 2021-Dec 2021	Pay Requests 1-6			\$211,029.12	\$930,753.88
Jan 2022 - Oct 2022	Pay Requests 7-16			\$442,164.00	\$488,589.88
Jan-23	17	Jan-23		\$17,389.00	\$471,200.88
Feb-23	18	Feb-23		\$6,955.60	\$464,245.28
Mar-23	19	Mar-23		\$3,130.02	\$461,115.26
Apr-23	20	Apr-23		\$2,560.28	\$458,554.98
May-23	21	May-23		\$3,687.50	\$454,867.48
Jun-23	22	Jun-23		\$42,380.80	\$412,486.68
Jul-23	23	Jul-23		\$25,090.98	\$387,395.70
Aug-23	24	Aug-23		\$21,845.98	\$365,549.72
Sep-23	25	Sep-23		\$44,912.50	\$320,637.22
Oct-23	26	Oct-23		\$25,475.00	\$295,162.22
Dec-23	27	Dec-23		\$55,267.39	\$239,894.83
Jan-24	28	Jan-24		\$34,914.71	\$204,980.12
Feb-24	29	Feb-24		\$27,310.00	\$177,670.12
Mar-24	30	Mar-24		\$29,560.00	\$148,110.12
Apr-24	31	Apr-24		\$20,842.50	\$127,267.62
May-24	32	May-24		\$27,470.00	\$99,797.62
Jun-24	33	Jun-24		\$19,874.86	\$79,922.76
Jul-24	34	Jul-24		\$21,835.00	\$58,087.76
Aug-24	35	Aug-24		\$25,565.28	\$32,522.48
	Change Order		\$294,840.00		\$327,362.48
Sep-24	36	Sep-24		\$17,015.95	\$310,346.53
Oct-24	37	Oct-24		\$17,189.50	\$293,157.03
Dec-24	38		\$60,722.21		\$232,434.82

Staff recommends approval of this invoice in the amount of \$60,722.21 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

December 10, 2024

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

Invoice No. 1693

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	100%	\$476,232.00	\$473,850.84	\$2,381.16
E3 – Bidding and Negotiation Phase	\$34,778	100%	\$34,778.00	\$27,822.40	\$6,955.60
E4 – Construction Phase Services (excl. RPR)	\$278,340	62.34%	\$173,506.18	\$157,320.73	\$16,185.45
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)	\$299,850.00	\$264,650.00	\$35,200.00
				TOTAL:	\$60,722.21

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

Total Billed to Date: \$1,204,188.18

Total Billed this Invoice: \$ 60,722.21

For services rendered September 29 – December 7, 2024.

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street
Okeechobee, FL 34972 US
+18636349474
jeff@sumnerengineering.com



RPR Backup

BILL TO

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

INVOICE # 1693

DATE 12/10/2024

DUE DATE 12/10/2024

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/30/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/01/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
10/02/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
10/03/2024	Resident Project Representative:Inspector	9:00	100.00	900.00
10/04/2024	Resident Project Representative:Inspector	4:00	100.00	400.00
10/04/2024	Resident Project Representative:Inspector	2:00	100.00	200.00
10/07/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/08/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
10/11/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/14/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/15/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/16/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/17/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/18/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/21/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/22/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/23/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
10/24/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
10/25/2024	Resident Project Representative:Inspector	7:30	100.00	750.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/28/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
10/29/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
10/30/2024	Resident Project Representative:Inspector	4:00	100.00	400.00
10/31/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/01/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/04/2024	Resident Project Representative:Inspector	4:00	100.00	400.00
11/05/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/06/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/07/2024	Resident Project Representative:Inspector	6:00	100.00	600.00
11/08/2024	Resident Project Representative:Inspector	6:00	100.00	600.00
11/11/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/12/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/13/2024	Resident Project Representative:Inspector	5:00	100.00	500.00
11/14/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
11/15/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/18/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
11/19/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
11/20/2024	Resident Project Representative:Inspector	2:30	100.00	250.00
11/20/2024	Resident Project Representative:Inspector	5:00	100.00	500.00
11/21/2024	Resident Project Representative:Inspector	2:00	100.00	200.00
11/21/2024	Resident Project Representative:Inspector	4:30	100.00	450.00
11/22/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
11/23/2024	Resident Project Representative:Inspector	5:00	100.00	500.00
11/25/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
11/26/2024	Resident Project Representative:Inspector	6:00	100.00	600.00
11/27/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
12/02/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
12/03/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
12/04/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
12/05/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
12/06/2024	Resident Project Representative:Inspector	3:00	100.00	300.00
12/06/2024	Resident Project Representative:Inspector	3:00	100.00	300.00

TOTAL OF NEW CHARGES	35,200.00
BALANCE DUE	\$35,200.00

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street
Okeechobee, FL 34972 US
+18636349474
jeff@sumnerengineering.com



Project 2 SDC Backup

BILL TO

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

INVOICE # 1693

DATE 12/10/2024

DUE DATE 12/10/2024

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/30/2024	Hours - Sumner, Jeffrey M Owner, contractor and RPR coordination	2:30	170.00	425.00
10/02/2024	Hours - Sumner, Jeffrey M Pay app review; RPR and contractor coordination.	4:00	170.00	680.00
10/03/2024	Hours - Sumner, Jeffrey M Monthly progress meeting; VS5 basement wall issues (2 hrs); USDA correspondence regarding pay applications	6:00	170.00	1,020.00
10/04/2024	Hours - Sumner, Jeffrey M RFI review, contractor coordination	0:30	170.00	85.00
10/07/2024	Hours - Sumner, Jeffrey M Pay app updates	1:00	170.00	170.00
10/08/2024	Hours - Sumner, Jeffrey M Pay app, change order, USDA communications	2:30	170.00	425.00
10/09/2024	Hours - Sumner, Jeffrey M Contractor coordination / RAI responses	1:00	170.00	170.00
10/11/2024	Hours - Sumner, Jeffrey M submittal coordination	1:00	170.00	170.00
10/14/2024	Hours - Sumner, Jeffrey M Contractor and owner coordination - change order and VPS5 Basement Wall issue	2:00	170.00	340.00
10/15/2024	Hours - Sumner, Jeffrey M VPS basement wall issues, revise draft CO 3, contractor	5:00	170.00	850.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/16/2024	coordination Hours - Sumner, Jeffrey M CO3, Pay App 17, contractor coordination	2:30	170.00	425.00
10/17/2024	Hours - Sumner, Jeffrey M pay app 17 to owner	0:30	170.00	85.00
10/23/2024	Hours - Sumner, Jeffrey M RPR coordination	1:00	170.00	170.00
10/24/2024	Hours - Sumner, Jeffrey M RPR coordination; finalize pay app; submittal review	1:00	170.00	170.00
10/26/2024	Hours - Sumner, Jeffrey M Submittal coordination	1:00	170.00	170.00
10/28/2024	Hours - Sumner, Jeffrey M RPR coordination	0:30	170.00	85.00
10/29/2024	Hours - Sumner, Jeffrey M RPR and contractor coordination	1:30	170.00	255.00
10/30/2024	Hours - Sumner, Jeffrey M Contractor and Owner coordination	2:00	170.00	340.00
11/04/2024	Hours - Sumner, Jeffrey M Pay app review	1:00	170.00	170.00
11/05/2024	Hours - Sumner, Jeffrey M Pay app review, CHA coordination, monthly meeting agenda	2:00	170.00	340.00
11/06/2024	Hours - Sumner, Jeffrey M Monthly meeting prep; CHA call	2:00	170.00	340.00
11/07/2024	Hours - Sumner, Jeffrey M Owner / contractor coordination; Board package items; monthly progress meeting	3:00	170.00	510.00
11/11/2024	Hours - Sumner, Jeffrey M Contractor coordination; pay app review w/ USDA	2:00	170.00	340.00
11/13/2024	Hours - Sumner, Jeffrey M Shop drawing coordination; phone w/ CHA	2:00	170.00	340.00
11/18/2024	SWSA Project 2 SDC (CHA 1249-14 w/ 10% markup per contract, see attached)			2,278.45
11/19/2024	Hours - Sumner, Jeffrey M RPR meeting / catch-up; process RFI responses	2:30	170.00	425.00
11/20/2024	Hours - Sumner, Jeffrey M Contractor coordination	1:00	170.00	170.00
11/22/2024	Hours - Sumner, Jeffrey M Contractor coordination; RPR follow-up	1:00	170.00	170.00
12/01/2024	Hours - Sumner, Jeffrey M Contractor coordination and correspondence	1:00	170.00	170.00
12/03/2024	Hours - Sumner, Jeffrey M Pay App Review	2:00	170.00	340.00
12/04/2024	Hours - Sumner, Jeffrey M Owner and contractor coordination, CO4 prep, monthly meeting agenda	3:00	170.00	510.00
12/05/2024	Hours - Sumner, Jeffrey M Monthly progress meeting, RPR coordination, CO processing	2:00	170.00	340.00
12/09/2024	SWSA Project 2 SDC (CHA 1249-15 w/ 10% markup per contract, see attached)			3,707.00

TOTAL OF NEW
CHARGES
BALANCE DUE

16,185.45

\$16,185.45



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

November 15, 2024
 Project No: 001249.000
 Invoice No: 1249-14

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 October 1, 2024 to October 25, 2024

Professional Personnel

		Hours	Rate	Amount
Engineer 1				
Kaminski, Hunter	10/1/2024	2.00	85.00	170.00
Reviewing as-built submissions				
Kaminski, Hunter	10/25/2024	3.00	85.00	255.00
Reviewing a submittal for DIP and reviewing record drawings.				
Engineer 4				
Bortz, Stephanie	10/2/2024	1.00	120.00	120.00
282-002.03 Basement Wall Review and Coordination				
Bortz, Stephanie	10/3/2024	.50	120.00	60.00
282-002.03 Progress Meeting				
Bortz, Stephanie	10/7/2024	.50	120.00	60.00
282-002.03 Construction Coordination and Fitting Review				
Bortz, Stephanie	10/8/2024	1.00	120.00	120.00
282-002.03 RFI Reponse and Coordination				
Bortz, Stephanie	10/9/2024	.50	120.00	60.00
282-002.03 RFI Coordination				
Bortz, Stephanie	10/10/2024	.50	120.00	60.00
282-002.03 RFI Coordination				
Bortz, Stephanie	10/14/2024	1.50	120.00	180.00
282-002.03 VPS 5 Basement Cold Joint Coordination				
Bortz, Stephanie	10/15/2024	1.00	120.00	120.00
282-002.03 VPS 5 Basement Cold Joint Coordination				

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

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

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

Project	001249.000	282-002.03 OUA SW Section WW Service SDC			Invoice	1249-14
Bortz, Stephanie	10/18/2024	4.00	120.00		480.00	
282-002.03 VPS #5 Basement Inspection with Tremco						
Bortz, Stephanie	10/21/2024	.50	120.00		60.00	
282-002.03 Construction Coordination for Roof Installation						
Engineer 8						
Hammann, Douglas	10/15/2024	1.00	195.00		195.00	
Review Vacuum PS lower wall pour cold joints and Cutin installation of a vacuum pit						
Totals		17.00			1,940.00	
Total Labor						1,940.00
Reimbursable Expenses						
Direct Miscellaneous - Mileage						
10/18/2024	Bortz, Stephanie		Inspection of Basement at VPS 5		131.32	
Total Reimbursables			1.0 times		131.32	131.32
Billing Limits						
Total Billings		2,071.32	89,109.79	91,181.11		
Limit				188,800.00		
Remaining				97,618.89		
Total this Invoice						\$2,071.32

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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 CHASOLUTIONS.COM



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

December 9, 2024
 Project No: 001249.000
 Invoice No: 1249-15

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 October 26, 2024 to November 22, 2024

Professional Personnel

			Hours	Rate	Amount
Engineer 1					
Kaminski, Hunter	10/31/2024		2.00	85.00	170.00
As-builts review					
Kaminski, Hunter	11/1/2024		8.00	85.00	680.00
As-builts review					
Kaminski, Hunter	11/4/2024		8.00	85.00	680.00
As-built review					
Kaminski, Hunter	11/15/2024		1.00	85.00	85.00
Ceiling materials shop drawing review.					
Engineer 2					
Tahaoglu, Ahmet	11/15/2024		2.00	90.00	180.00
Shop dwg review (Ceiling Drywall and DIP in VPS basement).					
Tahaoglu, Ahmet	11/18/2024		.50	90.00	45.00
Shop dwg review and submission (Ceiling Drywall, Repair Coupling and DIP in VPS bldg).					
Tahaoglu, Ahmet	11/19/2024		3.00	90.00	270.00
Shop dwg review and submission (Ceiling Drywall, Repair Coupling and DIP in VPS bldg).					
Engineer 4					
Bortz, Stephanie	10/28/2024		1.00	120.00	120.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

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

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

Project	001249.000	282-002.03 OUA SW Section WW Service SDC	Invoice	1249-15
282-002.03 Construction Coordination				
Bortz, Stephanie	10/29/2024	1.00	120.00	120.00
282-002.03 Site Coordination regarding VPS 4 Odor Control & Generator Conflict				
Bortz, Stephanie	10/30/2024	1.00	120.00	120.00
282-002.03 Construction Coordination Meeting to discuss Field Order				
Bortz, Stephanie	11/7/2024	2.00	120.00	240.00
282-002.03 Record Drawing Review and Progress Meeting				
Bortz, Stephanie	11/11/2024	1.00	120.00	120.00
282-002.03 Project Coordination				
Bortz, Stephanie	11/13/2024	1.00	120.00	120.00
282-002.03 RFI 035 Response- HGI Construction Error				
Bortz, Stephanie	11/14/2024	.50	120.00	60.00
282-002.03 Additional Pit Coordination				
Bortz, Stephanie	11/15/2024	1.00	120.00	120.00
282-002.03 Inspection Coordination				
Bortz, Stephanie	11/19/2024	1.00	120.00	120.00
282-002.03 RFP Coordination				
Bortz, Stephanie	11/20/2024	1.00	120.00	120.00
282-002.03 Coordination of RFI for additional service and review of calculations				
Totals		35.00		3,370.00
Total Labor				3,370.00
Billing Limits		Current	Prior	To-Date
Total Billings		3,370.00	91,181.11	94,551.11
Limit				188,800.00
Remaining				94,248.89
Total this Invoice				\$3,370.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE
Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2B

DECEMBER 17, 2024

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

Please find attached the invoice in the amount of \$65,168.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$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	Sep-24		\$21,179.60	\$196,365.40
Dec-24	9		\$65,168.00		\$131,197.40

Staff recommends approval of this invoice in the amount of \$65,168.00 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

December 9, 2024

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

Invoice No. 1692

SW 5th Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)

OUA Purchase Order No. 11129 / 11633

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	93%	\$184,605.00	\$184,605.00	\$0.00
D1 – VSS Design & Permitting	\$325,840	64%	\$208,537.60	\$143,369.60	\$65,168.00
				TOTAL:	\$65,168.00

Total Purchase Order Amount: \$524,340.00

Total Billed to Date: \$383,367.40

Total Billed this Invoice: \$ 65,168.00

For services rendered September 1 – December 7, 2024.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2C

DECEMBER 17, 2024

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

Please find attached the invoice in the amount of \$18,258.26 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$686,079.00
Apr-22	1	Apr-22		\$29,835.00	\$656,244.00
May-22	2	May-22		\$3,817.50	\$652,426.50
Jun-22	3	Jun-22		\$94,920.00	\$557,506.50
Jul-22	4	Jul-22		\$11,398.50	\$546,108.00
Aug-22	5	Aug-22		\$9,440.00	\$536,668.00
Oct-22	6	Oct-22		\$7,996.00	\$528,672.00
Jan-23	7	Jan-23		\$10,668.00	\$518,004.00
Feb-23	8	Feb-23		\$3,199.44	\$514,804.56
Mar-23	9	Mar-23		\$31,994.40	\$482,810.16
Apr-23	10	Apr-23		\$15,997.20	\$466,812.96
Apr-23	Change Order		\$145,365.00		\$612,177.96
May-23	11	May-23		\$13,548.06	\$598,629.90
Jun-23	12	Jun-23		\$51,791.28	\$546,838.62
Aug-23	13	Aug-23		\$4,549.94	\$542,288.68
Sep-23	14	Sep-23		\$30,445.58	\$511,843.10
Oct-23	15	Oct-23		\$17,695.35	\$494,147.75
Nov-23	16	Nov-23		\$42,727.81	\$451,419.94
Dec-23	17	Dec-23		\$30,211.58	\$421,208.36
Jan-24	18	Jan-24		\$4,315.94	\$416,892.42
Feb-24	19	Feb-24		\$6,907.26	\$409,985.16
May-24	20	May-24		\$6,333.06	\$403,652.10
Jun-24	21	Jun-24		\$4,315.94	\$399,336.16
Jul-24	22	Jul-24		\$4,315.94	\$399,336.16
Dec-24	23		\$18,258.26		\$381,077.90

Staff recommends approval of this invoice in the amount of \$18,258.26 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

December 12, 2024

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

Invoice No. 1697
Okee-Tantie Utility System Improvements (SEC Proj. No. 21-11)
OUA Purchase Order No. 11130

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A1 – Preliminary Modeling and Technical Memo	\$36,100.00	100%	\$36,100.00	\$36,100.00	\$0.00
A2 – Route Survey and Preliminary (10%) Design	\$129,050.00	100%	\$129,050.00	\$129,050.00	\$0.00
A3 – Pre-Application Meetings and Summary Memo	\$5,850.00	80%	\$4,680.00	\$3,685.50	\$994.50
B1 – Design and Permitting	\$431,594.00	66%	\$284,852.04	\$267,588.28	\$17,263.76
• <i>Original Authorization</i>	\$319,944.00				
• <i>Change Order</i>	\$111,650.00				
B2 – Bidding Services	\$17,010.00	0%	\$0.00	\$0.00	\$0.00
• <i>Original Authorization</i>	\$13,765.00				
• <i>Change Order</i>	\$3,245.00				
C1 – Construction Administration	\$211,840.00	0%	\$0.00	\$0.00	\$0.00
• <i>Original Authorization</i>	\$181,370.00				
• <i>Change Order</i>	\$30,470.00				
				TOTAL:	\$18,258.26

Total Purchase Order Amount: \$831,444.00
Total Billed to Date: \$454,682.04
Total Billed this Invoice: \$ 18,258.26

For services rendered June 30 – December 7, 2024.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2D

DECEMBER 17, 2024

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – CONSUMPTIVE USE
PERMIT CONSULTING**

Please find attached the invoice in the amount of \$10,335.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$30,000.00
Mar-24	1	Mar-24		\$11,797.50	\$18,202.50
Jun-24	2	Jun-24		\$2,925.00	\$15,277.50
Jul-24	3	Jul-24		\$1,365.00	\$13,912.50
Dec-24	4		\$10,335.00		\$3,577.50

Staff recommends approval of this invoice in the amount of \$10,335.00 to Sumner Engineering & Consulting, Inc.

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



INVOICE

BILL TO

23-02 - OUA CUP Modification
 Okeechobee Utility Authority
 100 SW 5th Avenue
 Okeechobee, FL 34974

INVOICE # 1691
DATE 12/09/2024
DUE DATE 12/09/2024
TERMS Due on receipt

Invoice No. 1691
 OUA Consumptive Use Permit Application (SEC Proj. No. 21-14)
OUA Purchase Order No. 11782

For services rendered through June 9 - December 07, 2024.

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
CUP Application	\$30,000.00	T&M	\$26,422.50	\$16,087.50	\$10,335.00
		(See below)		TOTAL:	\$10,335.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/18/2024	Principal Engineer Population analysis	2:00	195.00	390.00
07/23/2024	Principal Engineer Draft RAI responses, mtg w/ John	2:00	195.00	390.00
07/29/2024	Principal Engineer Population tables; RAI response	2:00	195.00	390.00
08/02/2024	Principal Engineer Population tables; RAI response	2:00	195.00	390.00
08/03/2024	Principal Engineer Population tables; RAI response	2:00	195.00	390.00
08/07/2024	Principal Engineer RAI response items	4:00	195.00	780.00
08/08/2024	Principal Engineer RAI response items	2:00	195.00	390.00
08/09/2024	Principal Engineer RAI response items	2:00	195.00	390.00
08/16/2024	Principal Engineer population tables	4:30	195.00	877.50
09/15/2024	Principal Engineer Population tables	2:00	195.00	390.00
09/22/2024	Principal Engineer Population tables, RAI draft responses	3:00	195.00	585.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/24/2024	Principal Engineer Population table, District coordination	3:00	195.00	585.00
09/26/2024	Principal Engineer Update population and flow tables	3:30	195.00	682.50
10/24/2024	Principal Engineer Review Conservation Plan; draft RAI response	2:30	195.00	487.50
10/26/2024	Principal Engineer RAI response	1:00	195.00	195.00
10/28/2024	Principal Engineer RAI response	1:00	195.00	195.00
10/30/2024	Principal Engineer RAI response	1:00	195.00	195.00
10/31/2024	Principal Engineer RAI response	5:00	195.00	975.00
12/02/2024	Principal Engineer District meeting; RAI response update; variance request	6:00	195.00	1,170.00
12/03/2024	Principal Engineer Finalize RAI responses and upload	2:30	195.00	487.50
			TOTAL OF NEW CHARGES	10,335.00
			BALANCE DUE	\$10,335.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2E

DECEMBER 17, 2024

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

Please find attached invoice in the amounts of \$285,583.85 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
	Change Order		\$12,020.90			\$6,785,772.17
Apr-24	11	Apr-24			\$507,927.60	\$6,277,844.57
May-24	12	May-24			\$625,894.94	\$5,651,949.63
Jun-24	13	Jun-24			\$469,525.56	\$5,182,424.07
	Change Order		\$201,090.97			\$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	Sep-24			\$387,166.25	\$4,356,892.79
	Change Order		-\$26,654.50			\$4,330,238.29
Oct-24	17	Oct-24			\$315,471.42	\$4,014,766.87
Nov-24	18	Nov-24			\$150,148.14	\$3,864,618.73
Dec-24	19		\$285,583.85	\$450,606.71		\$3,128,428.17

Staff recommends approval of these invoice in the amounts of \$285,583.85 to Hinterland Group, Inc.



December 13, 2024

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

**RE: SWSA Project 2 – Vacuum Collection System
Hinterland Group, Inc. – Pay Application No. 19**

Mr. Hayford:

Please find attached Pay Application No. 19 for the above-referenced project, recommended for payment in the amount of \$285,583.85, which covers work confirmed to have been completed and materials stored for the period from November 1 – 30, 2024, less the required 5% retainage.

In support of our recommendation for payment, we have attached our daily RPR logs for the month, and a Monthly Summary Report, along with other supporting documentation from the contractor (lien releases, etc.).

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

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.: 19 Application Period: From 11/01/24 to 11/30/24 Application Date: 12/02/24

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 (D + E) From Previous Application (\$)	E This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	508,593.70	20,989.58		529,583.28	68%	245,416.72
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	104,850.00	5,250.00		110,100.00	105%	(5,100.00)
5	Existing Utility Location / Identification	\$ 30,000.00	30,000.00	1,500.00		31,500.00	105%	(1,500.00)
6	NPDES General Construction Permit Compliance	\$ 35,000.00	35,000.00	1,750.00		36,750.00	105%	(1,750.00)
Vacuum Pump Station No. 4								
10a	Excavation and Dewatering	\$80,000.00	80,000.00			80,000.00	100%	-
10b	Building Shell	\$365,000.00	364,450.00			364,450.00	100%	550.00
10c	Roof	\$45,000.00	22,500.00	11,250.00		33,750.00	75%	11,250.00
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		32,500.00		32,500.00	50%	32,500.00
10h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	97,500.00	30,000.00	6,867.30	134,367.30	90%	15,632.70
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		15,000.00		15,000.00	50%	15,000.00
10m	HVAC	\$40,000.00				-	0%	40,000.00
10n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
10o	Odor Control	\$15,000.00	7,500.00			7,500.00	50%	7,500.00
10p	Plumbing	\$8,500.00	6,375.00			6,375.00	75%	2,125.00
10q	Bathroom	\$7,500.00				-	0%	7,500.00
10r	Doors	\$25,000.00				-	0%	25,000.00
10s	Concrete Drive	\$65,000.00				-	0%	65,000.00
10t	Underdrain	\$20,000.00	20,000.00			20,000.00	100%	-
10u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	77,645.00			77,645.00	95%	3,855.00
Vacuum Pump Station No. 5								
11a	Excavation and Dewatering	\$80,000.00	72,000.00			72,000.00	90%	8,000.00
11b	Building Shell	\$365,000.00	164,250.00	36,500.00		200,750.00	55%	164,250.00
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.: 19 Application Period: From 11/01/24 to 11/30/24 Application Date: 12/02/24

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	45,000.00	6,867.30	68,367.30	46%	81,632.70
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	20,000.00			20,000.00	100%	-
11u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	77,425.00			77,425.00	95%	4,075.00
Restoration								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
Original Contract Totals		\$ 5,177,000.00	\$ 2,007,088.70	\$ 199,739.58	\$ 643,452.08	\$ 2,850,280.36	55%	\$ 2,326,719.64
Change Orders								
C.O. 001	Change Request 001, 002, and 004	\$12,020.90	12,020.90			12,020.90	100%	-
C.O. 002	Relocating Air Vent	\$3,180.97	3,180.97			3,180.97	100%	-
C.O. 003	Filter Fabric at VPS Underdrains	\$5,945.50	5,945.50			5,945.50	100%	-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 19 **Application Period:** From 11/01/24 to 11/30/24 **Application Date:** 12/02/24

A Bid Item No.	B Description	C Contract Information				F Value of Bid Item (C X E) (\$)		G Work Completed Estimated Quantity Incorporated in the Work		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)						
		Original Contract											
Sanitary System													
7a	Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	28500.00	LF	\$ 55.00	1,567,500.00	26,375.00	1,450,625.00	9,780.12	1,460,405.12	93%	107,094.88		
7b	Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	6100.00	LF	\$ 65.00	396,500.00	6,100.00	396,500.00	-	396,500.00	100%	-		
7c	Furnish and install SDR 21 PVC Vacuum main, Complete - 8 inch	2200.00	LF	\$ 80.00	176,000.00	2,131.00	170,480.00	-	170,480.00	97%	5,520.00		
7d	Furnish and install SDR 21 PVC Vacuum main, Complete - 10 inch	2900.00	LF	\$ 98.00	284,200.00	2,621.00	256,858.00	-	256,858.00	90%	27,342.00		
8a	Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	45.00	EA	\$ 2,800.00	126,000.00	35.00	98,000.00	13,605.54	111,605.54	89%	14,394.46		
8b	Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	12.00	EA	\$ 3,600.00	43,200.00	12.00	43,200.00	-	43,200.00	100%	-		
8c	Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	2.00	EA	\$ 3,800.00	7,600.00	2.00	7,600.00	-	7,600.00	100%	-		
8d	Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	3.00	EA	\$ 4,600.00	13,800.00	2.00	9,200.00	451.81	9,651.81	70%	4,148.19		
9a	Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	70	EA	\$ 12,500.00	875,000.00	70.00	875,000.00	-	875,000.00	100%	-		
9b	Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	47	EA	\$ 14,200.00	667,400.00	24.00	340,800.00	6,826.45	347,626.45	52%	319,773.55		
9c	Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	62	EA	\$ 13,000.00	806,000.00	58.00	754,000.00	22,053.31	776,053.31	96%	29,946.69		
9d	Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	18	EA	\$ 14,700.00	264,600.00	17.00	249,900.00	2,399.84	252,299.84	95%	12,300.16		
Restoration													
12a	Bahia Sod	38,830	LF	\$ 8.50	330,055.00	38,830.00	330,055.00	-	330,055.00	100%	-		
12b	Concrete Driveways	4,000	SY	\$ 95.00	380,000.00	1,601.00	152,095.00	-	152,095.00	40%	227,905.00		
12c	Asphalt Driveways	1,500	SY	\$ 65.00	97,500.00	672.00	43,680.00	-	43,680.00	45%	53,820.00		
12d	Gravel Driveways	1,400	SY	\$ 35.00	49,000.00	1,030.00	36,050.00	-	36,050.00	74%	12,950.00		
12e	Asphalt Millings Driveway	120	SY	\$ 50.00	6,000.00	-	-	-	-	0%	6,000.00		
12f	Brick Paver Driveway	50	SY	\$ 135.00	6,750.00	50.00	6,750.00	-	6,750.00	100%	-		
12g	Type 3: Asphaltic Concrete Pavement Patch	8,000	SY	\$ 85.00	680,000.00	5,727.00	486,795.17	-	486,795.17	72%	193,204.83		
Original Contract Totals					\$ 6,777,105.00		\$ 5,707,588.17	\$ 55,117.07	\$ 5,762,705.24	85%	\$ 1,014,399.76		
Change Orders													
					-		-		-		-		
C.O. 002	7a - Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	(817.00)	LF	55.00	(44,935.00)	-	-	-	-	0%	(44,935.00)		
C.O. 002	7b - Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	1,773.00	LF	65.00	115,245.00	1,526.00	99,190.00	-	99,190.00	86%	16,055.00		
C.O. 002	8a - Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	(3.00)	EA	2,800.00	(8,400.00)	-	-	-	-	0%	(8,400.00)		
C.O. 002	8b - Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	4.00	EA	3,600.00	14,400.00	-	-	-	-	0%	14,400.00		
C.O. 002	9b - Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	1.00	EA	14,200.00	14,200.00	-	-	6,826.45	6,826.45	48%	7,373.55		

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 19 **Application Period:** From 11/01/24 to 11/30/24 **Application Date:** 12/02/24

A Bid Item No.	B Description	Contract Information				Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
C.O. 002	9c - Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	6.00	EA	13,000.00	78,000.00		-	22,053.30	22,053.30	28%	55,946.70
C.O. 002	9d - Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	2.00	EA	14,700.00	29,400.00		-	4,799.68	4,799.68	16%	24,600.32
C.O. 003	8c - Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	1.00	EA	\$ 3,800.00	3,800.00	1.00	3,800.00		3,800.00	100%	-
C.O. 003	8d - Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	(1.00)	EA	\$ 4,600.00	(4,600.00)		-		-	0%	(4,600.00)
C.O. 003	9a - Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	21.00	EA	\$ 12,500.00	262,500.00	16.00	200,000.00	34,132.28	234,132.28	89%	28,367.72
C.O. 003	9b - Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	(22.00)	EA	\$ 14,200.00	(312,400.00)		-		-	0%	(312,400.00)
C.O. 003	9c - Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	(2.00)	EA	\$ 13,000.00	(26,000.00)		-		-	0%	(26,000.00)
C.O. 003	9d - Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3.00	EA	\$ 14,700.00	44,100.00		-	7,199.52	7,199.52	16%	36,900.48
					-		-		-		-
					-		-		-		-
					-		-		-		-
Change Order Totals					\$ 165,310.00		\$ 302,990.00	\$ 75,011.23	\$ 378,001.23	229%	\$ (212,691.23)
Original Contract and Change Orders											
Project Totals					\$ 6,942,415.00		\$ 6,010,578.17	\$ 130,128.30	\$ 6,140,706.47	88%	\$ 801,708.53



December 6, 2024

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

**RE: Southwest Wastewater Service Area (SWSA) Project 2
Collection System and Vacuum Stations
Monthly Status Report (November 1 – 30, 2024)**

Mr. Hayford:

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

COLLECTION SYSTEM

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

- Installed 2 VPAs on SW 23rd Terrace.
- Installed 7 VPAs on SW 22nd Terrace.
- Replaced concrete driveways at 4 residential locations along SW 16th Street and 5 residential locations along SW 28th Avenue.
- Continued grading and installing sod along roadways behind pipe crews.
- Installed thermoplastic road markings on SW 24th Avenue, SW 28th Street and SW 32nd Avenue.
- Began pouring concrete collars for VPAs in Oak Park neighborhood.

VACUUM STATION 4:

- Continued electrical conduit and wiring installation for interior.
- Poured concrete for interior electrical pads.
- Installed interior electrical control cabinets.
- Continued exterior plumbing connections.
- Overhead roll up door installed.
- Poured fill cells and tie beam for odor control pit.
- Applied block filler and paint to interior walls.
- Began installing insulation and ceiling drywall.

VACUUM STATION 5:

- Completed electrical conduit, plumbing and rebar for building slab.
- Completed electrical grounding system.
- Completed form work and poured building concrete slab.

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

Sincerely,
Sumner Engineering & Consulting, Inc.

A handwritten signature in blue ink, appearing to read 'Jeffrey M. Sumner', with a long horizontal stroke extending to the right.

Jeffrey M. Sumner, PE
President

ATTACHMENT A

SITE CONSTRUCTION PHOTOS COLLECTION SYSTEM and VPS # 4 and #5





Installing electrical grounding system at VPS 3.



Applying block filler to interior walls at VPS #4



Pouring concrete inlay on VPS's SW side street.



Installing control panels and electrical cabinets on VPS #4.



Begin installing roofing metal at VPS #4.



Painting interior walls at VPS #4.



Pouring concrete for building slab at VPS #5.



Installing ceiling drywall at VPS #5.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2F

DECEMBER 17, 2024

INVOICE FROM BS&A SOFTWARE – SOFTWARE CONVERSION

Please see attached the BS&A Software invoice.

Staff recommends approval of this invoice in the amount of \$50,055.00 to BS&A Software.

BS&A
CUSTOMER ORDER FORM

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

Customer Name: Okeechobee Utility Authority, FL	Sponsor Contact: <u>Lauriston Hamilton</u>
Billing Address: <u>Okeechobee Utility Authority 100 SW 5th Ave Okeechobee, FL 34974</u>	Sponsor Phone: <u>(863) 763-9460</u>
Accounts Payable Email: <u>AP@ouafl.com</u>	Sponsor Email: <u>FinanceDirector@ouafl.com</u>


Platform and Fee Information

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

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

BS&A SOFTWARE, LLC

OKEECHOBEE UTILITY AUTHORITY


Name: Mar R. Puetz
Title: Director of Business Operations



Name: John F. Hayford
Title: Executive Director

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Access and Use.

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

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

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

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

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

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

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

3. Customer Responsibilities.

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

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

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

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

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

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

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

7. Fees and Taxes.

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

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

8. Confidential Information.

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

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

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

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

9. Data Security and Processing of Personal Information.

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

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

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

10. Intellectual Property Ownership; Feedback.

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

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

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

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

11. Mutual Warranties; Disclaimer of Other Warranties.

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

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

12. Indemnification.

12.1 BS&A Indemnification.

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

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

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

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

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

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

14. Subscription Period and Termination.

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

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

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

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

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

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

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

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

15. Miscellaneous.

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

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

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

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

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

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

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

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

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in Okechobee County, Florida and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

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

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

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

with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

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

**EXHIBIT B
PRICING SHEET**

Cloud Modules

Financial Management

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

BS&A Online

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

Data Conversions/Database Setup

Convert existing Springbrook data to BS&A format:

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

Convert existing Excel data to BS&A format:

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

No conversion or database setup to be performed for:

 Purchase Order

Custom Import

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

Services include:

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

\$16,750

Implementation and Training

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

Services include:

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

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

Post-Go Live Assistance

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

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

Cost Totals

Modules	\$30,430
Data Conversions/Database Setup	\$33,305
Custom Import	\$2,500
Project Management and Implementation Planning	\$16,750
Implementation and Training	\$32,000
Post-Go Live Assistance	\$4,000
Total Proposed	\$118,985
<i>Travel Expenses</i>	<i>\$27,370</i>
Total Proposed with Travel	\$146,355

Payment Schedule

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

BS& A Software14965 Abbey Lane
Bath, MI 48808**INVOICE**

Invoice Number: 157914

Invoice Date: Nov 25, 2024

Page: 1

Phone: 517-641-8900

Bill To:OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVE
OKEECHOBEE, FL 34974

Customer ID	Customer PO	Payment Terms	
OKEECHOBEEUTILITYAUT		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
STEVE RENNELL	Regular billing		12/25/24

Quantity	Description	Unit Price	Amount
1.00	General Ledger Cloud Conversion	3,190.00	3,190.00
1.00	Accounts Payable Cloud Conversion	2,730.00	2,730.00
1.00	Cash Receipting Cloud Conversion	2,805.00	2,805.00
1.00	Inventory Cloud Conversion	5,000.00	5,000.00
1.00	Utility Billing Cloud Conversion	16,900.00	16,900.00
1.00	Fixed Assets Cloud Conversion	2,680.00	2,680.00
1.00	Implementation & Project Management	16,750.00	16,750.00

Subtotal	50,055.00
Sales Tax	
Total Invoice Amount	50,055.00
Payment/Credit Applied	
TOTAL	50,055.00

Check/Credit Memo No:

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

DECEMBER 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:
 4. Invoice from Wind River Environmental LLC – Taylor Creek Septic to Sewer Project
 5. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
 6. Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Water Main Extension
 7. Invoice from Kimley-Horn and Associates, Inc. - Lakeview Estates Permit Renewal
 8. Invoice from Andersen Andre Consulting Engineers, Inc. – SWSA Project 2 Vacuum Collection System
 9. Invoices from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
 10. Invoice from Thorn Run Partners
 11. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
 12. OUA Board of Director’s Meeting Dates
 13. 2024 OUA Holidays

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

DECEMBER 17, 2024

CONSENT AGENDA

INVOICE FROM WIND RIVER ENVIRONMENTAL LLC

Please find attached the invoice in the amount of \$64,505.00 submitted by Wind River Environmental LLC Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$177,503.26
Oct-24	1	Oct-24		\$60,229.26	\$117,274.00
Nov-24	2	Nov-24		\$34,882.00	\$82,392.00
Dec-24	3		\$64,505.00		\$17,887.00

Staff recommends approval of this invoice in the amount of \$64,505.00 to Wind River Environmental LLC.



WIND RIVER A Wind River Environmental Company

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

Invoice

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

BILL TO

JOB SITE

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

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

Service Date: 27-Nov-2024

Invoice Number: 6676550

Order Number: 8447045183

P.O. Number:

Invoice Date: 27-Nov-2024

Order Date: 27-Nov-2024

Quantity	Service Type	Amount	Tax
1.00	Energy Charge	\$50.00	\$0.00
1.00	Repair-C-Pipe Repair/Replace	\$64,455.00	\$0.00

Technician Comments:
Final invoice -Taylor Creek sewer install

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$64,505.00	\$0.00	\$0.00	\$64,505.00		\$0.00	Due on Receipt	\$64,505.00

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

From:

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

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2754176_1701851	8447045183	6676550	27-Nov-2024	\$64,505.00

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



Remit To:

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

22074 000006676550 000002754176 0006450500 4

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

DECEMBER 17, 2024

CONSENT AGENDA

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

Please find attached invoice in the amount of \$9,590.00 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$359,729.00
Feb-24	1	Feb-24		\$2,873.00	\$356,856.00
Mar-24	2	Mar-24		\$18,838.50	\$338,017.50
Apr-24	3	Apr-24		\$10,219.50	\$327,798.00
May-24	4	May-24		\$50,801.00	\$276,997.00
Jul-24	5	Jul-24		\$28,200.60	\$248,796.40
Jul-24	6	Jul-24		\$22,941.10	\$225,855.30
Aug-24	7	Aug-24		\$12,793.50	\$213,061.80
Sep-24	8	Sep-24		\$12,011.80	\$201,050.00
Oct-24	9	Oct-24		\$1,175.00	\$199,875.00
Nov-24	10	Nov-24		\$9,915.00	\$189,960.00
Dec-24	11		\$9,590.00		\$180,370.00

Staff recommends approval of this invoice in the amount of \$9,590.00 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: December 10, 2024
INVOICE #: 11726-11
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:	\$	169,769.00
This Invoice Amount:	\$	9,590.00
Remaining Balance:	\$	180,370.00

THIS INVOICE AMOUNT: \$ 9,590.00

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

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

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

INVOICE DATE: December 10, 2024
INVOICE #: 11726-11
Billing Through: 11/30/2024

Task 5 - Permitting

Peter Van Sickle Associate Engineer \$160

Date	Comment(s)	Hours
11/05/2024	Permit work	4
11/06/2024	Permit response	8
11/11/2024	Permit work for USACE	4
11/12/2024	Permit work for USACE	4

Total Hours 20

\$ 3,200.00

Christine Miranda Associate Engineer \$250

Date	Comment(s)	Hours
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Total Hours 0

\$ -

Harrison Barron Associate Engineer \$160

Date	Comment(s)	Hours
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Total Hours 0

\$0

Kristin Fecko Associate Engineer \$160

Date	Comment(s)	Hours
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Total Hours 0

\$ -

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

DECEMBER 17, 2024

CONSENT AGENDA

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

Please find attached invoice in the amount of \$4,301.50 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$34,590.00
Jan-23	1	Jan-23		\$7,480.00	\$27,110.00
Feb-23	2	Feb-23		\$5,984.00	\$21,126.00
Aug-24	3	Aug-24		\$6,001.00	\$15,125.00
Sep-24	4	Sep-24		\$2,835.00	\$12,290.00
Oct-24	5	Oct-24		\$3,687.00	\$8,603.00
Nov-24	6	Nov-24		\$4,301.50	\$4,301.50
Dec-24	7		\$4,301.50		\$0.00

Staff recommends approval of this invoice in the amount of \$4,301.50 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: December 10, 2024
INVOICE #: 11239-7
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:	\$	30,288.50
This Invoice Amount:	\$	<u>4,301.50</u>
Remaining Balance:	\$	-

THIS INVOICE AMOUNT: \$ 4,301.50

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

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

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

Holtz Consulting Engineers, Inc.



Summary of Invoice by Task Amount

Billing Period Thru:

December 6, 2024

Invoice #:

11239-7

PROJECT:

King's Bay US 441 WM Extension

TASK	DESCRIPTION	FULL AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT BILLED TO DATE	PREVIOUSLY BILLED	THIS INVOICE AMOUNT	BALANCE REMAINING
1	Design Services	\$ 14,960.00	100%	\$ 14,960.00	\$ 14,960.00	\$ -	\$ -
2	Permitting Services	\$ 3,560.00	100%	\$ 3,560.00	\$ 3,560.00	\$ -	\$ -
3	Bidding Services	\$ 3,780.00	100%	\$ 3,780.00	\$ 3,780.00	\$ -	\$ -
4	Engineering Services During Construction	\$ 12,290.00	100%	\$ 12,290.00	\$ 7,988.50	\$ 4,301.50	\$ -
		\$ 34,590.00		\$ 34,590.00	\$ 30,288.50	\$ 4,301.50	
						\$	-

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

DECEMBER 17, 2024

CONSENT AGENDA

**INVOICES FROM KIMLEY-HORN AND ASSOCIATES, INC. – LAKEVIEW ESTATES
PERMIT RENEWAL**

Please find attached invoice in the amount of \$1,564.00 submitted by Kimley Horn and Associates, Inc. Staff is aware of the work currently being done Kimley Horn and Associates, Inc and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$1,564.00 to Kimley Horn and Associates, Inc.

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520</p>
--	---

OKEECHOBEE UTILITY AUTHORITY
 ATTN: JOHN HAYFORD
 OUA
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

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

Invoice Amount: \$1,564.00

Invoice No: 30140047
 Invoice Date: Nov 30, 2024
 Project No: 241093001.1
 Project Name: LAKEVIEW ESTATES RENEWAL
 Project Manager: BLUM, BRENDON
 Client Reference: MSA180123
 PO# 0000011875

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 01 REVIEW REPORTS AND DATA	0.00	100.00%	0.00	0.00	0.00
TASK 02 SITE VISIT	2,448.00	100.00%	2,448.00	2,448.00	0.00
TASK 03 PERMIT APPLICATION PACKAGE	9,030.00	100.00%	9,030.00	9,030.00	0.00
TASK 04 PERMIT SUBMITTAL	1,240.00	100.00%	1,240.00	1,116.00	124.00
TASK 05 RESPOND TO ONE RAI	3,600.00	75.00%	2,700.00	1,260.00	1,440.00
Subtotal	16,318.00	94.48%	15,418.00	13,854.00	1,564.00
Total LUMP SUM					1,564.00

DESCRIPTION OF SERVICES PERFORMED:
 TASK 4 - PERMIT PACKAGE SUBMITTED TO FDEP
 TASK 5 - RESPONDED TO RAI FDEP REQUEST

Total Invoice: \$1,564.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

OCTOBER 29, 2024

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$9,310.00 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	Sep-24		\$10,025.00	\$42,170.50
Oct-24	8	Oct-24		\$11,122.50	\$31,048.00
Dec-24	9		\$9,310.00		\$21,738.00

Staff recommends approval of this invoice in the amount of \$9,310.00 to Anderson Andre Consulting Engineers, Inc.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A24-4626
Invoice Date: November 21, 2024
AAACE Project No: 23-193

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

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

Invoice #12 - Services Provided from October 1, 2024 through November 15, 2024
P.O. No. 11548

Engineering Technician:

• 09/30/24 - 4 hours @ \$65.00/hr.	\$260.00
• 10/01/24 - 8 hours @ \$65.00/hr.	\$520.00
• 10/02/24 - 5.5 hours @ \$65.00/hr.	\$357.50
• 10/17/24 - 8 hours @ \$65.00/hr.	\$520.00
• 10/18/24 - 4 hours @ \$65.00/hr.	\$260.00
• 10/23/24 - 8 hours @ \$65.00/hr.	\$520.00
• 10/24/24 - 8 hours @ \$65.00/hr.	\$520.00
• 10/25/24 - 4.5 hours @ \$65.00/hr.	\$292.50
• 10/28/24 - 2 hours @ \$65.00/hr.	\$130.00
• 10/29/24 - 4.5 hours @ \$65.00/hr.	\$292.50
• 10/30/24 - 2 hours @ \$65.00/hr.	\$130.00
• 11/06/24 - 4 hours @ \$65.00/hr.	\$260.00
• 11/08/24 - 8.5 hours @ \$65.00/hr.	\$552.50
• 11/11/24 - 6 hours @ \$65.00/hr.	\$390.00
• 11/12/24 - 7 hours @ \$65.00/hr.	\$455.00
• 11/13/24 - 7 hours @ \$65.00/hr.	\$455.00
• 11/15/24 - 8 hours @ \$65.00/hr.	\$520.00
Subtotal:	\$6,435.00

Compressive Strength Testing of Concrete:

• 09/23/23 - 2 sets of cylinders @ \$95.00/set	\$190.00
• 10/22/23 - 1 set of cylinders @ \$95.00/set	\$95.00
• 10/29/23 - 1 set of cylinders @ \$95.00/set	\$95.00
• 11/05/23 - 1 set of cylinders @ \$95.00/set	\$95.00
Subtotal:	\$475.00

Trip Charges:

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

Professional/Administrative Man-Hours:

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

TOTAL INVOICE AMOUNT \$9,310.00

Original P.O. Amount:	\$37,985.00
Change Order CO-1 Amount . . .	\$104,675.00
Previously Invoiced:	<-\$111,612.00>
Amount This Invoice:	<-\$9,310.00>
Budget Remaining:	\$21,738.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. • 834 SW Swan Avenue • Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

DECEMBER 17, 2024

CONSENT AGENDA

INVOICES FROM NASON YEAGER GERSON HARRIS & FUMERO, P.A. – LEGAL SERVICES

Please find attached invoices in the amounts of \$5,388.23 and \$8,838.23 submitted by Yeager Gerson Harris & Fumero, P.A. for legal services. Staff is aware of the work currently being done Yeager Gerson Harris & Fumero, P.A. and is in agreement with this request.

Staff recommends approval of these invoices in the amount of \$5,388.23 and \$8,838.23 to Yeager Gerson Harris & Fumero, P.A.

Nason Yeager Gerson Harris & Fumero, P.A.

3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
Phone No.: (561) 686-3307
Fax: (561) 686-5442
Federal Tax ID: 59-1280063

Statement as of 11/25/2024
Statement no 313276

Okeechobee Utility Authority

100 SW 5th Avenue
Okeechobee, FL 34974

17894-34709 / OKEECHOBEE UTILITY AUTHORITY / LEGAL SERVICES REPRESENTATION

Professional Fees		Hours	Rate	Amount
10/29/2024 SLC	Participation in Monthly Board Meeting, including travel time.	4.25	300.00	1,275.00
10/29/2024 JJF	Attend and participate in OUA board meeting (No Charge).	4.25	0.00	0.00
10/30/2024 SLC	Hinterland Litigation-- Review and analyze court's procedures in preparation for NOA and MEOT-- Registration in Okeechobee online scheduling system-- Preparation, filing, and service of NOA and MEOT.	3.75	300.00	1,125.00
10/30/2024 JJF	Review circuit court complaint in Hinterland Group v OUA; Draft Notice of Appearance and Motion for Enlargement of Time in Hinterland Group case.	1.25	300.00	375.00
Sub-total Fees:				<u>\$2,775.00</u>

Expenses		Units	Price	Amount
10/29/2024	Made Payable to: John Fumero - Mileage to/from Board meeting for Okeechobee Utility Auth 10/29/24.	1.00	113.23	113.23
Sub-total Expenses:				<u>\$113.23</u>

Total Current Billing: \$2,888.23
Due: **\$2,888.23**
Monthly Retainer: \$2,500.00
Total Now Due: **\$5,388.23**

401-3-513-3100-200

RECEIVED
DEC 02 2024
By _____



Nason Yeager Gerson Harris & Fumero, P.A.

3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
Phone No.: (561) 686-3307
Fax: (561) 686-5442
Federal Tax ID: 59-1280063

Statement as of 12/2/2024
Statement no 315039

Okeechobee Utility Authority

**100 SW 5th Avenue
Okeechobee, FL 34974**

EMAIL: Ap@ouafl.com

**17894-34709 / OKEECHOBEE UTILITY AUTHORITY /
LEGAL SERVICES REPRESENTATION**

Professional Fees	Hours	Rate	Amount
11/10/2024 SLC Preparation of welcome e-mail (No Charge).	0.75	0.00	0.00
11/12/2024 JJF Edit and finalize emails to Board; Edit and finalize email to OUA staff.	0.50	300.00	150.00
11/13/2024 SLC Receipt and review of correspondence from client attaching pertinent items from Pine Ridge Park issue--.	0.50	300.00	150.00
11/14/2024 JJF Review emails and documents re: Park Ridge project.	0.75	300.00	225.00
11/14/2024 SLC Hinterland Litigation-- Preparation of proposed case management order ("CMO")-- Preparation of proposed agreed order ("AO") on our motion for enlargement of time ("MEOT")-- Preparation of correspondence to plaintiff's counsel providing CMO and AO MEOT--.	3.25	300.00	975.00
11/15/2024 SLC Hinterland Litigation-- Exchange of correspondence with OC re: agreed order on MEOT-- Preparation of AO on MEOT and cover letter to judge-- filing of CM Order and A.O. on MEOT.	1.25	300.00	375.00
11/15/2024 JJF Receive and review board meeting agenda and back up materials package for November 19, 2024 meeting.	0.75	300.00	225.00
11/18/2024 SLC Pine Ridge Park-- Strategy call with John Fumero and team-- Review and analyze correspondence from ED and accompanying attachments-- Preparation of action plan for correspondence to homeowners-- Receipt and review of correspondence from ED attaching letter sent to homeowners-- Attorney Update for 11/19/24 meeting-- Preparation of attorney update-- Revise and finalize introduction letter-- Revise and finalize Hinterland case summary Hinterland litigation-- Receipt and review of correspondence from Court providing executed case management order-- .	2.75	300.00	825.00

11/18/2024	GJC	Conference with John Fumero, SLC regarding status of correspondence, agreement with various homeowners, noncompliance with agreement, and status of utility service to homeowners.	0.25	300.00	75.00
11/18/2024	JJF	Receive and review updated OUA meeting agenda; Review prior agreement and correspondence re: OUA Pine Ridge Park project; Review and respond to several J. Hayford and T. Conley emails re: same; Review draft letter provided by J. Hayford.	1.25	300.00	375.00
11/19/2024	SLC	Participation in monthly Board Meeting, including travel time (No Charge)--.	5.25	0.00	0.00
11/19/2024	JJF	Prepare fo and attend OUA Board Meeting.	5.25	300.00	1,575.00
11/19/2024	SLC	Pine Ridge Park-- Receipt and review of correspondence from ED attaching November letters--.	0.25	300.00	75.00
11/25/2024	SLC	Revise and finalize intro e-mail to Board per John Fumero comments-- Revise standard meeting agenda to improve layout per John Fumero comments--.	0.75	300.00	225.00
11/26/2024	SLC	Hinterland Litigation-- Preparation of motion to dismiss for failure to attach contract-- Preparation of correspondence to ED following up on request for Hinerland contract--.	2.75	300.00	825.00
11/26/2024	JJF	Correspond w. Jennifer at USDA re: pre-closing conference; T/C w. Bill Capko re: USDA closing.	0.50	300.00	150.00
				Sub-total Fees:	<u>\$6,225.00</u>

Expenses		Units	Price	Amount
11/30/2024	Made Payable to: John Fumero - Mileage to/from Board meeting for Okeechobee Utility Auth 11/19/24.	1.00	113.23	113.23
				Sub-total Expenses: <u>\$113.23</u>

Current Billing:	\$6,338.23
Previous Balance Due:	\$2,888.23
Due:	<u>\$9,226.46</u>
Retainer:	\$2,500.00
Total Now Due:	\$11,726.46

Less Previous (2888.23)
Balance

Nov. Invoice #8838.23
Total

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

DECEMBER 17, 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 12/1/2024
Invoice No. 22102

Bill To

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

PO NUMBER	0000011647
SUPPLIER ID	

Terms	Due Date	FOR THE MONTH OF
Net 30	12/31/2024	December 2024

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

DECEMBER 17, 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: 12037

DATE	INVOICE #
12/2/2024	202412009

PROJECT
540.01-LOSOM Support

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

DECEMBER 17, 2024

CONSENT AGENDA

OUA BOARD OF DIRECTOR'S MEETING DATES

January 21, 2025	8:00 A.M.
February 18, 2025	8:00 A.M.
March 18, 2025	8:00 A.M.
April 15, 2025	8:00 A.M.
May 20, 2025	8:00 A.M.
June 17, 2025	8:00 A.M.
July 15, 2025	8:00 A.M.
August 19, 2025	8:00 A.M.
September 16, 2025	8:00 A.M.
October 21, 2025	8:00 A.M.
November 18, 2025	8:00 A.M.
December 16, 2025	8:00 A.M.

All dates above are currently on the third Tuesday of a given month

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

DECEMBER 17, 2024

CONSENT AGENDA

2025 OUA HOLIDAYS

Wednesday, January 1	New Year's Day
Monday, May 26	Memorial Day
Monday, September 1	Labor Day
Monday, November 11	Veteran's Day
Thursday, November 27	Thanksgiving Holiday
Wednesday, December 24	Christmas Eve
Thursday, December 25	Christmas Day
Personal Day #1	As applicable
Personal Day #2	As applicable

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

DECEMBER 17, 2024

MEETING MINUTES

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

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

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Tuesday, November 19, 2024 8:00 A.M.

Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida

Chairperson Nelson called the meeting to order at 8:04 A.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*
Tabitha Trent*

Alternates:

Glenn Sneider**

Absent:

Melanie Anderson
Steve Hargraves

*Voting Board Members

**Voting in Steve Hargraves absence

OUA Members:

John Hayford
Lauriston Hamilton

Greg Kennedy
Michelle Willoughby

John Fumero

Chairperson Nelson addressed Agenda Item No. 2 ‘Agenda Additions or Deletions’ Executive Director Hayford discussed that there were four additions to the agenda. Item 2A, Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project, Item 2B, Invoice from CHA – Pine Ridge Park Utility System Upgrade – SDC, Item 2C, Invoice from Craig A. Smith and Associates, LLC – TCI Septic to Sewer Improvement Project, and Item 2D, Invoice from Kimley Horn and Associates, Inc – Lakeview Estates Permit Renewal.

Chairperson Nelson addressed Agenda Item No. 2A ‘Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project’ Executive Director Hayford discussed that staff received a late invoice from Kimley Horn and Associates, Inc. The invoice is for the Treasure Island Septic to Sewer Project in the amount of \$27,078.45. **Motion by Harry Moldenhauer to approve the invoice from Kimley Horn and Associates, Inc. in the amount of \$27,078.45. Second by John Gilliland. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 2B ‘Invoice from CHA – Pine Ridge Park Utility System Upgrade – SDC’ Executive Director Hayford discussed that staff received a late invoice from CHA. The invoice is for the Pine Ridge Park Utility System upgrade in the amount of \$2,383.14. **Motion**

by Harry Moldenhauer to approve the invoice from CHA in the amount of \$2,383.14. Second by Glenn Sneider. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 2C ‘Invoice from Craig A. Smith and Associates, LLC – TCI Septic to Sewer Improvement Project’ Executive Director Hayford discussed that staff received a late invoice from Craig A. Smith and Associates, LLC. The invoice is for the TCI Septic to Sewer Improvement Project in the amount of \$5,970.00. Executive Director Hayford discussed that the project is scheduled to be completed in the next few days. **Motion by Tabitha Trent to approve the invoice from Craig A. Smith and Associates, LLC. in the amount of \$5,970.00. Second by Glenn Sneider. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 2D ‘Invoice from Kimley Horn and Associates, Inc. – Lakeview Estates Permit Renewal’ Executive Director Hayford discussed that staff received a late invoice from Kimley Horn and Associates, Inc. The invoice is for the permit renewal for Lakeview Estates in the amount of \$2,207.50. Executive Director Hayford discussed that the permit application has been submitted to FDEP for final review. **Motion by Tabitha Trent to approve the invoice from Kimley Horn and Associates, Inc. in the amount of \$2,207.50. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 3 ‘FY25 Schedule of Rates, Fees and Charges’ **Motion by Harry Moldenhauer to open the Public Hearing 8:10 A.M. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.**

Executive Director Hayford discussed that the board decided to allow the previous decision of a 75% discount on connection fees to sunset on September 30, 2024. Executive Director Hayford discussed that following numerous customer complaints, the board took action at the October meeting to extend the 75% discounted rate, for new connections, to December 31, 2024 and defer the commencement of the full rates to January 1, 2025.

Chairperson Nelson called for comments from the Public. There were none.

Chairperson Nelson called for comments from the Board. Board Member Gilliland inquired as to the actions staff have taken to notify the customers of the discounted rate being extended. Executive Director Hayford discussed that staff have sent letters to customers of existing projects, placed notification on our website, social media platforms as well as included in our monthly billings.

Motion by Tabitha Trent to close the Public Hearing at 8:25 A.M. Second by Glenn Sneider. Vote unanimous (5-0), motion carried.

Executive Director Hayford read the Resolution by title only.

Motion by Glenn Sneider to adopt Resolution 24-05 as presented. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 4 ‘Meeting Minutes from October 29, 2024.’ **Motion by Glenn Sneider to approve the Meeting Minutes from October 29, 2024 Meeting as amended. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 5 ‘Employee Recognition’ Chairperson Nelson recognized James Gamiotea for 30 years, Tina Carver for her 10 years and Crispin Bottari for his 5 years of service to the OUA.

Chairperson Nelson addressed Agenda Item No. 6 ‘Update from Operations Director’ Executive Director Hayford discussed that Jamie Mullis is out of the office this week.

SWTP: Executive Director Hayford discussed that the Ozone had a short in Generator #2. An outside contractor was brought and repairs were recommended and a quote was requested. The Main Generator at the SWTP is experiencing a dim display on the panel screen and a technician will be scheduled to diagnose the issue.

Maintenance: Executive Director Hayford discussed that a New Inventory Control person is currently being trained. Executive Director Hayford discussed that staff continue to work on the lead and cooper checks.

WWTP: Executive Director Hayford discussed that a new Class A licensed person has been hired and scheduled to start employment on December 18, 2024.

Administration: Executive Director Hayford discussed that staff is working with BS&A to begin the transition to the new software. Executive Director Hayford discussed that staff is currently working with a new vendor to design and launch a new website for the OUA.

Chairperson Nelson addressed Agenda Item No.7 ‘Consent Agenda’ Motion by Harry Moldenhauer to approve the Consent Agenda as presented:

Consent Agenda Item No. 8 ‘Invoice from Wind River Environmental LLC in the amount \$34,882.00’

Consent Agenda Item No. 9 ‘Invoice from Hinterland Group, Inc – SWSA Project 2 Vacuum Collection System in the amount of \$150,148.14’

Consent Agenda Item No. 10 ‘Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Additional Modeling in the amount of \$5,900.00’

Consent Agenda Item No. 11 ‘Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements in the amount of \$9,915.00’

Consent Agenda Item No. 12 ‘Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Watermain Improvements in the amount of \$4,301.50’

Consent Agenda Item No. 13 ‘Invoice from Thorn Run Partners in the amount of \$3,500.00’

Consent Agenda Item No. 14 ‘Invoice from MacVicar Consulting, Inc. in the amount of \$250.00’

Second by Tabitha Trent. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 15 ‘Finance Report’ Finance Director Hamilton reviewed the Finance Report for period ending October 31, 2024. **Motion by Tabitha Trent to approve the Finance Report for period ending October 31, 2024 as presented. Second by Glenn Sneider. Vote unanimous (5-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 16 ‘Sodium Hypochlorite (Bleach) Skid’ Finance Director Hamilton discussed that included in the FY25 Budget was the replacement of the Hypochlorite Skid at the SWTP. The current unit was purchased in 2004 and is now displaying signs of deterioration at various points of the piping and valves. Finance Director Hamilton discussed that staff received two

quotations. Odyssey Manufacturing Co in the amount of \$50,170.00 and TriNova in the amount of \$54,425.00. There was a brief discussion. **Motion by Harry Moldenhauer to approve the purchase of the Sodium Hypochlorite Skid from Odyssey Manufacturing Co in the amount of \$50,170.00. Second by Tabitha Trent. Vote unanimous (5-0). motion carried.**

Chairperson Nelson addressed Agenda Item No. 17 ‘SWSA VPS No. 4 Force Main’ Executive Director Hayford discussed that there is a new project in the works for a sanitary force main to connect the southern SWSA vacuum station to the pump station on the School Board property on SW 16th St. This project is necessary to connect Vac Station #4 to the Master pump Station. The construction of this force main will require approximately 8,100 feet of piping along with various appurtenances. Executive Director Hayford discussed that the OUA has elected to prepurchase some of the materials for the project. Bid packages were sent out to four potential bidders and were due November 15, 2024. There was a brief discussion. Executive Director Hayford discussed the bid tabulation. **Motion by Tabitha Trent to approve the purchase of material from Core and Main in the amount of \$250,772.35. Second by Glenn Sneider. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 18 ‘FY25 Legislative Delegation Priority Listing’ Executive Director Hayford discussed that the annual Okeechobee County Legislative Delegation meeting is currently scheduled for January 8, 2024 at 3:30 P.M. Executive Director Hayford discussed that staff needed direction from Board as to the legislative priorities listing that is to become part of the delegation hearing package. Executive Director Hayford discussed the actual projects under construction and a few that are on the planning horizon. *Glenn Sneider out at 8:53 A.M.* After a brief discussion, the priorities were ranked as 1. SW 5th Ave Septic to Sewer Project, 2. Property Owner Septic Tank Abandonment Project, and 3. Advanced Metering Infrastructure. The grant funding request for the Glades County Wastewater Treatment Plant Project should be submitted by Glades County with the support of the OUA.

Chairperson Nelson addressed Agenda Item No. 19 ‘NE Glades County Wastewater Master Plan’ Executive Director Hayford discussed that in order to support funding requests for the permitting, design and construction of a regional wastewater treatment facility that will service the Buckhead Ridge area and Lakefront Estates Developments, it would be imperative to have a Master Plan detailing what needs to be constructed to best provide service. Executive Director Hayford discussed that staff is prepared to submit an RFQ to engineering firms requesting proposals listing qualifications to prepare a Master Plan. Executive Director Hayford discussed that the subject area has one small existing wastewater package treatment plant and numerous onsite treatment and disposal systems. Executive Director Hayford discussed that this document will be used in support of funding requests. There was a brief discussion. Harry Moldenhauer will assist in the initial review of the submittals.

Chairperson Nelson addressed Agenda Item No. 20 ‘OUA Proposed Employee Bonus Payment’ Executive Director Hayford advised the board that there is a provision in the FY25 Budget to provide employee bonuses and it was requested that the board approve the distribution at the Christmas Dinner. **Motion by John Gilliland to approve distribution of the employee bonus payment. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 21 ‘Public Comments’ There were none

Chairperson Nelson addressed Agenda Item No. 22 ‘Items from the Attorney’ Attorney Fumero discussed that he has been communicating with Attorney Conely to get up to speed on current legal issues that are being experienced by the OUA.

Chairperson Nelson addressed Agenda Item No. 23 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Chairperson Nelson addressed Agenda Item No. 24 ‘Items from the Board’ Executive Director Hayford discussed that the OUA Holiday Gathering will take place on December 12, 2024 at 12:00 P.M. at the OUA Maintenance barn.

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

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

Chairperson

Executive Director (Secretary)

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

DECEMBER 17, 2024

EMPLOYEE RECOGNITION

There are no employees to recognize this month.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

DECEMBER 17, 2024

PUBLIC COMMENTS

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

DECEMBER 17, 2024

DISCUSSION AGENDA

18. SWSA Project 2 Change Order No. 4
19. SWSA VPS 4 Force Main Inspection Services Agreement
20. SWSA VPS 4 Force Main Bids
21. SWTP Generator Repair
22. Pine Ridge Park Vacuum Monitoring Project
23. TCI Septic to Sewer Project
24. Billing Notices
25. Legislative Delegation

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

DECEMBER 17, 2024

DISCUSSION AGENDA

SWSA PROJECT 2 CHANGE ORDER NO. 4

Please find attached a proposed Change Order No. 4 for the SWSA Project 2. This project is to construct the vacuum collection system and two vacuum pump stations.

As noted in the Hinterland Group, Inc. (HGI) letter, a small prime sub-contractor tasked with construction of the two vacuum pump stations was killed (murdered) in a weekend event. While this is a terrible occurrence for family and immediate friends, it also has an impact to extended business friends, employees and projects.

HGI has requested consideration of a forty-five calendar day extension to this project due to scheduling conflicts due to this personal loss. While the subcontracting company is still a viable company, as one can imagine, they are experiencing some scheduling delays.

This proposal has been reviewed by OUA staff, the engineer of record and USDA staff and all have given tentative approval to this request. The delay will not impact the project other than it may require additional engineering inspection/oversight.

After review and discussion, OUA staff is recommending approval of SWSA Project 2 Change Order No. 4.

CHANGE ORDER NO.: 4

Owner: **Okeechobee Utility Authority** Owner's Project No.:

Engineer: **Sumner Engineering & Consulting, Inc.** Engineer's Project No.: **19-04.E**

Contractor: **Hinterland Group, Inc.** Contractor's Project No.:

Project: **Southwest Wastewater Service Area – Project 2**

Contract Name:

Date Issued: **December 17, 2024** Effective Date of Change Order: **December 17, 2024**

The Contract is modified as follows upon execution of this Change Order:

Description: **This change order extends the substantial and final completion deadlines by 45 days, as requested by the Contractor (letter attached.) Contractor's critical path schedule was adversely impacted by the unexpected death of a key subcontractor.**

Attachments: **HGI Request for Additional Time Letter**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>11,954,105.00</u>	Original Contract Times: Substantial Completion: <u>March 29, 2025</u> Ready for final payment: <u>May 12, 2025</u>
Increase from previously approved Change Order Nos. 1 through 3. \$ <u>186,457.37</u>	Increase from previously approved Change Orders No.1 to No.3: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>12,140,562.37</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 29, 2025</u> Ready for final payment: <u>May 12, 2025</u>
Decrease this Change Order: \$ <u>0.00</u>	Increase this Change Order: Substantial Completion: <u>45 days</u> Ready for final payment: <u>45 days</u>
Contract Price incorporating this Change Order: \$ <u>12,140,562.37</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 13, 2025</u> Ready for final payment: <u>June 26, 2025</u>

Recommended by Engineer (if required)		Accepted by Contractor	
By: _____	_____	_____	_____
Title: <u>President</u>	_____	_____	_____
Date: _____	_____	_____	_____
Authorized by Owner		Approved by Funding Agency (if applicable)	
By: _____	_____	_____	_____
Title: <u>Chairman</u>	_____	_____	_____
Date: _____	_____	_____	_____



December 4, 2024

Sent Via Email: jeff@sumnerengineering.com

To:
Jeff Sumner
CHA Consulting, Inc.
410 NW 2nd St
Okeechobee, FL 34972

RE: Okeechobee Utility Authority – SWSA Project 2 Vacuum Collection System
Request for Additional Contract Time
HG Project # 22-0234-00

Mr. Sumner,

This letter is being issued as a formal request for extension of time on the subject project, Hinterland Group Inc. (HGI) would like to claim additional time on this project for an unforeseen delay due to our Subcontractor that was not within either parties' control. On September 22nd, 2024, our subcontractor passed away. Due to the unexpected loss of life the stakeholders of Forty-Four Shell have been impacted and have had to reallocate their time to get their vendors and suppliers updated information. The unexpected loss of life has also impacted Construction for our Building Shell of the Vacuum Pump Station Building located at 3583 SW 16th St, Okeechobee, FL 34972. HGI would greatly appreciate a 45-day time extension to ensure we can complete the project to the best of our ability.

Thank You

Josh Ramirez

Josh Ramirez
Hinterland Group Inc.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

DECEMBER 17, 2024

DISCUSSION AGENDA

SWSA VPS 4 CONSTRUCTION/ENGINEERING SERVICES AGREEMENT

Please find attached an Engineering Services Agreement for the engineering work already underway for the force main project and included in the original overall agreement.

Construction services was not included in the original agreement and the attachment provides general scope and fee schedule of \$31,380.00.

After review and discussion (Jeff Sumner is scheduled to be in attendance), staff is recommending approval.

SUMNER ENGINEERING & CONSULTING, INC. Project Number 19-04
SUMNER ENGINEERING & CONSULTING, INC. Project Name: **VS 4 Force Main SDC**

CONSULTING SERVICES AGREEMENT (ADDITIONAL SERVICES)

This Consulting Services Agreement (“Agreement”) effective December 17, 2024, is by and between **OKEECHOBEE UTILITY AUTHORITY** (“Client”), and **SUMNER ENGINEERING & CONSULTING, INC.**, a Florida Corporation (“SEC, Inc.” or “Consultant”), referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1 SCOPE OF SERVICES

1.1 SEC, INC. shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

2 COMPENSATION AND PAYMENT SEC, INC. shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

3 TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. The terms and conditions of this Agreement are included in **EXHIBIT C** and are incorporated herein by reference.

4 ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by the Parties.

SUMNER ENGINEERING & CONSULTING, INC.

OKEECHOBEE UTILITY AUTHORITY

Signature Date

Jeffrey M. Sumner, P.E.

Name

President

Title

Address
410 NW 2nd Street
Okeechobee, FL 34972

Signature Date

Steven D. Nelson

Name

Chairman

Title

Address
100 SW 5th Avenue
Okeechobee, FL 34974

**EXHIBIT A
SCOPE OF SERVICES**

PREPARED FOR: Okeechobee Utility Authority

DATE: December 17, 2024

SUBJECT: SWSA Vacuum Station 4 Force Main – Engineering Services During Construction

SCOPE OF SERVICES

The Southwest Wastewater Service Area Project (“Project”) is currently in various stages of completion:

- SWSA Project 1
 - Master Pump Station (MPS) is constructed / complete
 - Master Force Main (from MPS to NW-15) is constructed / complete
 - SE-2 Diversion Force Main is at 90% design

- SWSA Project 2
 - The vacuum collection system and Vacuum Stations 4 and 5 are under construction, with anticipated project completion in June 2025.
 - The Vacuum Station 4 Force Main is fully designed, with construction bids due on December 10. **Construction-phase engineering services for this project are the subject of this Agreement for Services.**

To assist OUA in managing construction of the Vacuum Station 4 Force Main Project (“Project”), SEC, Inc. will provide the following services:

TASK E6 VS4 FM SERVICES DURING CONSTRUCTION

Construction administration supports the project during construction of the Vacuum Station 4 Force Main. This task includes periodic site visits by the Project Engineer, to coordinate activities, help offset potential schedule/construction conflicts, and help track the project documentation required by the construction contract. Based on the project area and our understanding of the work effort needed it is estimated that this project from construction NTP through construction close out will require up to 140 calendar days.

As part of our construction-administration services, Consultant will:

- Incorporate changes issued via addenda during the Bid Phase into Conformed Contract Documents and provide the OUA with up to two (2) full-size, signed-and-sealed sets of drawings and specifications for its use.
- Receive, log, review, and issue comments for Requests for Information (RFI) as requested by the Contractor.
- Generate and issue Construction Field Orders (CFO) as may be required.
- Generate and issue Proposed Contract Modifications (PCM) as may be required, review PCMs for conformance with the Contract Documents, and make recommendations.
- Generate and issue Change Orders (CO) and review COs for conformance with the Contract Documents and make recommendations.
- Prepare, log and issue Notices of Non-Compliance.
- Conduct one pre-construction meeting and monthly Construction Progress Meetings. Prepare agenda, sign-in sheet, and meeting minutes and distribute meeting minutes to the Contractor and the OUA. Consultant will conduct up to 4 Construction Progress Meetings for this project, based on the estimated 140-day construction period.
- Receive, review, and file field correspondence. Coordinate construction activities and issues with the OUA-assigned project manager.
- Process Pay Applications. Consultant will receive the Pay Applications from the Contractor, log and review them with the OUA's assigned project manager, and recommend payment to the OUA.
- Maintain an Owner's file of project paperwork and provide the file to the OUA at project completion.

E6.1 SUBMITTAL REVIEW

Consultant will receive, review, log all comments and issue comments on project submittals for work designed by Consultant.

Consultant will receive and log submittals which include administrative submittals (e.g., construction schedules, work plans), shop drawings, and product data for the materials to be incorporated into the project. Consultant expects to receive approximately 8 submittals for the portion of the project under their design purview. This Scope includes an initial review and one re-submittal review for each submittal.

E6.2 CONTRACT CLOSEOUT

When the Contractor provides notice that the project is substantially complete, Consultant will begin contract closeout, which includes the following services:

- The Project Engineer shall visit the site with OUA and the Contractor and generate a punchlist (an initial list of items to be corrected or completed) to the Contractor and OUA.
- Issue a Certificate of Substantial Completion to the OUA and the Contractor for signatures with the final punchlist attached for their engineered portion of the design.
- Visit the site at Final Completion with the OUA and the Contractor and document any remaining deficiencies for their engineered portion of the Design.
- Assist the OUA with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Completion.
- Review the Contractor's mark-ups of the Construction Drawings and produce two full-size signed-and-sealed Record Drawings sets along with electronic versions in pdf and dwg formats.
- Prepare and submit FDEP Certification of Completion and Request to Place In Service.
- Prepare and submit any other needed agency certifications as required (County, etc.)

COMPENSATION

Consultant proposes to perform the services detailed above in Part B on a Lump Sum basis. Fees for Part C are estimated based on length of construction period, and are to be billed on a time and materials basis – the estimated fees will not be exceeded without written notification to, and approval of, OUA. Additional costs incurred for any work or services not included in the scope above, required by unforeseen circumstances or requested by the OUA that affect the fees in the table below will not be started without written authorization from the OUA.

Task Description	Fee Basis	Fee
Task E6 – VS4 FM Services During Construction	T&E	\$31,380
Task Total		\$ 31,380

EXHIBIT B**COMPENSATION AND PAYMENT**

1 COMPENSATION The Services set forth in **EXHIBIT A** will be performed on the following basis.

Retainer of [N/A]

Retainer is to be applied to the final invoice. Any remainder will be returned to Client within thirty (30) days of receipt of final payment.

Time & Material - See **EXHIBIT B-1** (Schedule of Fees) incorporated herein by reference.

Lump Sum

2 REIMBURSABLE EXPENSES Reimbursable expenses are expenditures made by SEC, INC. for goods, travel expenses (excluding mileage) and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to SEC, INC. plus ten percent (10%) to cover related administrative costs. Mileage costs will be billed at the current IRS rate.

3 CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. A Change Order form will be provided by SEC, INC.

4 INVOICING/STATEMENTS SEC, INC. may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify SEC, INC. in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice, and shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

5 PAYMENT

5.1 If services are required beyond those described in Exhibit A and the agreed-upon fee estimate is exceeded, SEC, INC. will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

5.2 Client shall pay all undisputed portions of SEC, INC.'s invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance, and SEC, INC. shall be entitled to suspend its Services until payment in full, including interest, is received. Should such suspension exceed 60 consecutive days, SEC, INC. may elect to terminate this Agreement in its sole discretion, shall be entitled to immediate payment for all Services performed through the date of termination, and shall bear no liability for additional cost or disruption arising from such termination.

5.3 If the Project is suspended by Client for more than 30 days, SEC, INC. shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, SEC, INC. shall be entitled to an equitable adjustment in cost and schedule to compensate SEC, INC. for expenses incurred as a result of the interruption and resumption of the Services.

5.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of SEC, INC., an equitable adjustment shall be made to SEC, INC.'s Compensation and Project Schedule.

5.5 Except as otherwise specifically provided herein, Client shall pay directly or reimburse SEC, INC., as appropriate, for all categories of taxes including, but not limited to the following: sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

5.6 Client shall make invoice payment to SEC, INC. using one of the following methods:

5.6.1 SEC, INC. Office:

SUMNER ENGINEERING & CONSULTING, INC.
410 NW 2nd Street
Okeechobee, FL 34972

5.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: Sumner Engineering & Consulting
Bank Name: CenterState Bank
Address1: 2100 South Parrott Avenue
City/State/Zip: Okeechobee, FL 34974
Account Number: 25257429
ABA Routing Number: 063114030

5.6.3 Questions related to payment can be sent to SEC, INC. by phone at (863) 634-9474 or by email at jeff@sumnerengineering.com.

(end of page)

EXHIBIT B-1**SCHEDULE OF FEES**

Compensation shall be based on the following Schedule of Fees:

HOURLY LABOR RATES

Principal Engineer	\$ 210.00
Senior Professional Engineer / Project Manager	\$ 190.00
Professional Engineer / Project Manager	\$ 150.00
Engineering Designer	\$ 125.00
Field Engineer or Field Representative	\$ 110.00
CAD Designer	\$ 110.00
Administrative Staff	\$ 60.00

OTHER LABOR RATES

Labor rates for sub-consultants and sub-contractors will be billed at their standard contract rates plus a 10% mark-up to cover general administrative costs.

If additional services are authorized during the performance of the Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

SCHEDULE OF FEES ANNUAL RATE ADJUSTMENTS

The Schedule of Fees is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on current Schedule of Fees for those years.

(end of page)

EXHIBIT C

STANDARD TERMS AND CONDITIONS

1 NOTICE All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

TO CLIENT:

100 SW 5th Avenue

Okeechobee, FL 34974

Attn: John Hayford, PE

TO SUMNER ENGINEERING & CONSULTING, INC.:

410 NW 2nd Street

Okeechobee, FL 34972

Attn: Jeffrey M. Sumner, P.E.

or to which the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

2 SEC, INC.'S RESPONSIBILITIES

2.1 SEC, INC. shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of SEC, INC.'s responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any deficiencies or defects in the Deliverables at SEC, INC.'s own expense, provided that SEC, INC. is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after SEC, INC.'s completion or termination of the Services. SEC, INC. MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

2.2 SEC, INC. will endeavor, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of design. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from SEC, INC.'s original interpretation through no fault of SEC, INC. and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in Compensation and Project Schedule.

2.3 SEC, INC. shall be responsible for its performance and that of SEC, INC.'s lower-tier subconsultants and vendors. However, SEC, INC. shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors or vendors (collectively "Contractors"). SEC, INC. shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of construction personnel; (iii) selection of construction equipment; (iv) co-ordination of construction subcontractors or vendors; (v) for placing

into operation any plant or equipment; (vi) or for Contractors' failure to perform the work in accordance with any applicable construction contract. SEC, INC. shall also not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of SEC, INC. SEC, INC. shall also not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at project site relating to the Services ("Project Site"). So as not to discourage SEC, INC. from voluntarily addressing health or safety issues while at the Project Site, in the event SEC, INC. does address such issues by making observations, reports, suggestions or otherwise, SEC, INC. shall have no authority to direct the actions of others not under SEC, INC.'s responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of SEC, INC.'s actions or forbearance.

2.4 Notwithstanding anything contained in this Agreement, SEC, INC. shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

3 CLIENT'S RESPONSIBILITIES

3.1 Client shall provide in writing any specific Client requirements and criteria for the Project.

3.2 Client shall furnish to SEC, INC. all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. SEC, INC. shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by SEC, INC. is expressly required in the Services.

3.3 Client shall arrange for access and make all provisions necessary for SEC, INC. to enter upon public and/or private property as required for SEC, INC. to properly perform the Services. Client shall disclose to SEC, INC. any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

3.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

4 INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture or create a relationship of employer/employee or principal/agent between Client and SEC, INC.

5 DATA RIGHTS

5.1 All Deliverables resulting from the performance of the Services shall become the property of Client upon proper payment. Any modification or reuse of Deliverables without the express written verification or adaptation by SEC, INC. for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to SEC, INC. or others for whom SEC, INC. bears responsibility. Any such verification or adaptation will entitle SEC, INC. to further compensation at rates to be agreed upon by the Parties.

5.2 Notwithstanding the above Section 5.1, SEC, INC.'s proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SEC, INC. and used to develop the Deliverables ("SEC, INC. Data"), shall remain the sole property of SEC, INC.

6 FORCE MAJEURE Neither Party shall be responsible for a delay in performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather

conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. SEC, INC. shall be entitled to an equitable adjustment in Compensation, Project Schedule, or both, in the foregoing circumstances.

7 INSURANCE SEC, INC. will provide evidence of insurance coverages and amounts upon request.

8 INDEMNITY SEC, INC. agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by the negligence or willful misconduct of SEC, INC. in the performance of the Services.

9 CONSEQUENTIAL DAMAGES WAIVER In no event shall either Party be liable to the other for any indirect, incidental, special, consequential or punitive loss or damages whatsoever (including but not limited to lost profits, loss of use or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.

10 RISK ALLOCATION AND RESTRICTION OF REMEDIES The Parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Client agrees to restrict its remedies under this Agreement against SECI, its affiliates and subcontractors, and their respective directors, officers, shareholders, members, employees and agents ("Consultant Covered Parties"), so that the total aggregate liability of the Consultant Covered Parties shall not exceed the actual paid compensation for the Services, or \$50,000, whichever is less. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney's fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the services unless a longer period is required by law. **PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

11 GOVERNING LAW & VENUE This Agreement shall be governed by and interpreted under the laws of the State of Florida. Any legal proceeding, whether court proceeding, arbitration, mediation, administrative, or any other proceeding brought to determine any controversy or claim arising out of or related to this Agreement, or the breach thereof, whether in tort, contract, strict liability, or any other legal theory, shall be brought and heard only in Okeechobee County, Florida, which the Parties agree shall be the exclusive and mandatory venue for such proceeding.

12 TERMINATION This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, SEC, INC. will be paid for all Services performed up to the termination date plus reasonable termination expenses, including without limitation, reassignment of personnel, subconsultant termination costs and related close-out costs.

13 ASSIGNMENT Neither party may assign this Agreement, in part or in whole, without the written consent of the other Party; provided, however, that SEC, INC. shall be entitled without such consent to assign this Agreement to any of its subsidiaries or affiliates upon written notice to Client and to engage subconsultants to perform all or any part of the Services. SEC, INC. shall remain responsible for the performance of the Services.

14 WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

15 SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 2, 5, 8, 9 and 10 shall survive termination of this Agreement.

16 SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17 ORDER OF PRECEDENCE

EXHIBIT "X"	Change Orders
EXHIBIT C	Terms and Conditions
EXHIBIT B	Compensation & Payment
EXHIBIT B-1	Schedule of Fees (if applicable)
EXHIBIT A	Services
Other contract documents	

18 SPECIAL TERMS & CONDITIONS

Specialized Services Terms and Conditions [] is [x] is not attached to and incorporated by reference into this Agreement.

[SERVICES DURING CONSTRUCTION] If the Services include SEC, INC.'s performance during the construction phase of the Project, Client shall require its Contractors and any vendors working on the Project Site to defend, indemnify and hold harmless SEC, INC. and the Client as follows:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client and SEC, INC. and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause.

In any and all claims against the Client, or SEC, INC. or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

The obligation of the Contractor under this clause shall not extend to the liability of SEC, INC., its agents or employees, arising out of (1) the preparation of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure to give directions or instructions by SEC, INC., its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

In addition, Client shall require the Contractors to add SEC, INC. as an additional insured on the Contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project.

(end of page)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

DECEMBER 17, 2024

DISCUSSION AGENDA

SWSA VACUUM PUMP STATION 4 FORCE MAIN BIDS

This project, when completed will connect Vacuum Pump Station No. 4 (VPS #4) to the recently completed regional pump station constructed on SW 16th Street (the School Board property). It is also the northern segment of the Okee-Tantie sanitary force main. This project was publicly bid with bid opening on December 10, 2024.

Bidder	Bid Amount
Go Underground Utilities, LLC	\$ 658,650
PRP Construction, Inc.	\$1,210,442
Centerline Utilities, Inc.	\$1,548,300
Accurate Drilling Systems, Inc.	\$ 944,000*

* Tabulated bid was \$939,090, which did not match the written bid.

As noted above, there were four bidders from the potential sixteen possible bidders which were the construction companies that accessed the plans from the on-line bid house (DemandStar).

All of the bids were reviewed for completeness and accuracy. One bid did have an error in the bid tabulation, which when corrected, was still above the apparent lowest most responsive bid.

Sumner Engineering & Consulting, Inc., the design engineer, reviewed the bids, attempted to contact the bidder's references, reviewed the bid package for completeness and has made a recommendation of award. Please see attached letter.

After review & discussion, it is the recommendation of staff to:

Accept the recommendation of award letter provided by Sumner Engineering & Consulting, Inc., listing Go Underground Utilities, Inc. as the apparent lowest, most responsive bidder; and

Accept and make an award to Go Underground Utilities, Inc. as the apparent lowest, most responsive bidder in the amount of \$658,650.00 for the SWSA Vacuum Station No. 4 Force Main; and

Authorize the OUA Board Chairman and staff to execute the Notice of Award letter to Go Underground Utilities, 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.

**OUA SWSA VACUUM STATION 4 FORCE MAIN
DETAILED BID TABULATION**

Bid Item	Description	Units	Quantity	Eng. Estimate		Go Underground Utilities, LLC		PRP Construction Group, Inc.		Centerline Utilities, Inc.		Accurate Drilling Systems, Inc.	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Mobilization / Gen Req.	LS	1	\$ 27,872	\$ 27,872	\$ 25,000	\$ 25,000	\$ 50,000	\$ 50,000	\$ 139,600	\$ 139,600	\$ 87,000	\$ 87,000
2	Indemnification	LS	1	\$ 1,000	\$ 1,000	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 1,000	\$ 1,000	\$ 1,350	\$ 1,350
3	Environmental / NPDES	LS	1	\$ 11,613	\$ 11,613	\$ 2,000	\$ 2,000	\$ 18,500	\$ 18,500	\$ 32,500	\$ 32,500	\$ 36,000	\$ 36,000
4	Maintenance of Traffic	LS	1	\$ 6,967	\$ 6,967	\$ 6,000	\$ 6,000	\$ 22,500	\$ 22,500	\$ 113,000	\$ 113,000	\$ 39,232	\$ 39,232
5	Existing Utility Location	LS	1	\$ 9,291	\$ 9,291	\$ 3,000	\$ 3,000	\$ 8,500	\$ 8,500	\$ 29,972	\$ 29,972	\$ 15,400	\$ 15,400
6	Pipe, Fittings and Valves				\$ 411,829		\$ 459,650		\$ 951,942		\$ 927,228		\$ 478,998
a.	4" C900 and Fittings	LF	16	\$ 25	\$ 400	\$ 30.00	\$ 480	\$ 52.00	\$ 832	\$ 118.00	\$ 1,888	\$ 165.00	\$ 2,640
b.	6" HDPE and Fittings	LF	605	\$ 35	\$ 21,175	\$ 40	\$ 24,200	\$ 80	\$ 48,400	\$ 95	\$ 57,475	\$ 43	\$ 26,015
c.	10" HDPE and fittings.	LF	6637	\$ 44	\$ 292,028	\$ 50	\$ 331,850	\$ 105	\$ 696,885	\$ 100	\$ 663,700	\$ 48	\$ 318,576
d-1.	12" HDPE and Fittings	LF	1195	\$ 48	\$ 57,360	\$ 60	\$ 71,700	\$ 120	\$ 143,400	\$ 105	\$ 125,475	\$ 33	\$ 39,435
d-2.	12" C900 and Fittings	LF	57	\$ 48	\$ 2,736	\$ 60	\$ 3,420	\$ 75	\$ 4,275	\$ 120	\$ 6,840	\$ 426	\$ 24,282
e.	6" Gate Valves	EA	3	\$ 1,140	\$ 3,420	\$ 1,000	\$ 3,000	\$ 1,600	\$ 4,800	\$ 1,350	\$ 4,050	\$ 1,665	\$ 4,995
f.	10" Gate Valves	EA	7	\$ 1,200	\$ 8,400	\$ 1,000	\$ 7,000	\$ 1,900	\$ 13,300	\$ 1,500	\$ 10,500	\$ 1,930	\$ 13,510 ¹
g.	12" Gate Valves	EA	3	\$ 1,270	\$ 3,810	\$ 1,000	\$ 3,000	\$ 2,100	\$ 6,300	\$ 1,600	\$ 4,800	\$ 1,615	\$ 4,845
e.	2" ARV	EA	15	\$ 1,500	\$ 22,500	\$ 1,000	\$ 15,000	\$ 2,250	\$ 33,750	\$ 3,500	\$ 52,500	\$ 2,980	\$ 44,700
7	Aerial Crossing	LS	1	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 60,500	\$ 60,500	\$ 150,000	\$ 150,000	\$ 192,350	\$ 192,350
8	Record Drawings	LS	1	\$ 6,968	\$ 6,968	\$ 7,000	\$ 7,000	\$ 28,500	\$ 28,500	\$ 60,000	\$ 60,000	\$ 11,260	\$ 11,260
9	Safety Compliance	LS	1	\$ 9,291	\$ 9,291	\$ 3,000	\$ 3,000	\$ 15,000	\$ 15,000	\$ 45,000	\$ 45,000	\$ 27,500	\$ 27,500
	Base Bid Amount (Items 1 - 9)			\$	\$ 534,830	\$	\$ 608,650	\$	\$ 1,160,442	\$	\$ 1,498,300	\$	\$ 889,090
10	Owner's Allowance	LS		¹ \$ 103,483.00		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000	
	Total Bid			\$	\$ 638,314	\$	\$ 658,650	\$	\$ 1,210,442	\$	\$ 1,548,300	\$	\$ 939,090

¹ Includes 10% Contingency

¹ Written bid is \$944,000. Highlighted values above do not match the written bid items values, but do not materially affect the bid total.



December 11, 2024

Okeechobee Utility Authority Board of Directors
Attn: Steven D Nelson, Chairman
100 SW 5th Avenue
Okeechobee, FL 34974

**RE: OUA – SWSA Vacuum Station 4 Force Main
Recommendation of Contract Award**

Mr. Nelson:

The OUA received and opened sealed bids on the SWSA Vacuum Station 4 Force Main Project on December 10, 2024. Four bids were received, and all were reviewed and deemed responsive. The bids received are summarized in the table below:

Bidder	Bid Amount
Go Underground Utilities, LLC	\$ 658,650
PRP Construction, Inc.	\$1,210,442
Centerline Utilities, Inc.	\$1,548,300
Accurate Drilling Systems, Inc.	\$ 944,000*

* Tabulated bid was \$939,090, which did not match the written bid.

For reference, the Engineer’s Estimate of Probable Construction Cost (EOPCC), inclusive of bid allowances, was \$638,314. The bids ranged from 3.2%% to 142.6% above the EOPCC. A detailed bid tabulation is attached. Based on the bids received, **Go Underground Utilities, LLC** is the apparent low bidder.

The Sumner Engineering team has thoroughly reviewed the bid package submitted by Go Underground Utilities, including checking project references, bid bonds / certified check, listed subcontractors, etc., and found the submitted bid to be both responsive and responsible. We recommend that OUA issue a Notice of Award to Go Underground Utilities, LLC.

We have also attached the Agreement Between Owner and Contractor for Construction Contract (EJCDC 520, Modified), which has been forwarded to the Contractor. We recommend that, upon receipt of the signed Agreement and other required documents (performance bond, Certificate of Insurance, etc.), OUA issue a Notice to Proceed. Upon issuance of a Notice to Proceed, which we anticipate occurring on

December 30, 2024, the contract times will commence to run. Per the Agreement, substantial completion is to occur within 110 calendar days, and final completion within 140 days (April 19, 2025, and May 19, 2025, respectively, based on the anticipated Notice to Proceed date.)

If you have any questions or concerns, please don't hesitate to contact me. Thank you.

Sincerely,

Sumner Engineering & Consulting, Inc.

A handwritten signature in blue ink, appearing to read 'Jeffrey M Sumner', with a long horizontal stroke extending to the right.

Jeffrey M Sumner, PE
President

NOTICE OF AWARD

Date of Issuance: **December 17, 2024**

Owner: **Okeechobee Utility Authority**

Owner's Contract No.: **N/A**

Engineer: **Sumner Engineering & Consulting, Inc.**

Engineer's Project No.: **19-04**

Project: **SWSA Vacuum Station 4 Force Main**

Contract Name: **N/A**

Bidder: **Go Underground Utilities, LLC**

Bidder's Address: **1755 CR 621 E., Lake Placid, FL 33852**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **December 10, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

SWSA Vacuum Station 4 Force Main

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: **\$ 658,650.00**

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **four (4)** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Okeechobee Utility Authority**

Authorized Signature

By: **Steven D Nelson**

Title: **Chairman**

Copy: Engineer

NOTICE TO PROCEED

Owner: **Okeechobee Utility Authority** Owner's Contract No.:

Contractor: **Go Underground Utilities, LLC** Contractor's Project No.:

Engineer: **Sumner Engineering & Consulting, Inc.** Engineer's Project No.: **19-04**

Project: **SWSA Vacuum Station 4 Force Main** Contract Name:

Effective Date of Contract: _____, **202** .

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, **202** .

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is **110**, and the number of calendar days to achieve readiness for final payment is **140**.

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner: **Okeechobee Utility Authority**

By: **Steven D Nelson** Authorized Signature

Title: **Chairman**

Date Issued: _____, **202** .

Copy: Engineer

SECTION 00500

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Okeechobee Utility Authority (“Owner”) and Go Underground Utilities, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Installation of 4”, 6”, 10” and 12” HDPE force main piping, 10” ductile iron force main piping, fittings, valves, and appurtenances, as described in the Construction Documents.**

THE OKEECHOBEE UTILITY AUTHORITY HAS PRE-PURCHASED, AND WILL MAKE AVAILABLE TO CONTRACTOR, SIGNIFICANT PORTIONS OF THE MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT, AND WILL PROVIDE THOSE MATERIALS TO CONTRACTOR AS DESCRIBED IN SECTION 01100 - SUMMARY OF WORK, PART 1.06.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, OR ANY OF THE SUPPLEMENTAL DOCUMENTS, INCLUDING THE BID FORM, THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THE OKEECHOBEE UTILITY AUTHORITY RESERVES THE RIGHT TO PURCHASE ANY AND ALL EQUIPMENT OR SUPPLIES, WHERE TO DO SO WILL LAWFULLY AVOID THE PAYMENT OR OBLIGATION FOR PAYMENT, OF FLORIDA SALES AND USE TAX. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER IN SPECIFYING AND WORKING WITH ANY THIRD PARTY EQUIPMENT VENDORS OR SUPPLIERS SELECTED BY THE CONTRACTOR AND/OR THE OWNER, AND APPROVED BY THE OWNER, FOR THE PURCHASE OF END ITEMS AND COMPONENTS OF END ITEMS. CONTRACTOR WILL ADVISE THE OWNER OF ANY AND ALL OPPORTUNITIES TO DIRECT PURCHASE END ITEMS AND COMPONENTS OF END ITEMS, GIVING THE OWNER A REASONABLE TIME PERIOD WITHIN WHICH TO ACCOMPLISH THE PURCHASE OF SUCH ITEMS, AND MEET THE TIME SCHEDULES AND CONTRACT TIMES ALLOWED HEREIN. IN THE EVENT THAT OWNER SHALL DECIDE NOT TO MAKE ONE OR MORE SUCH PURCHASES, OR SHALL NOT MAKE ONE OR MORE SUCH PURCHASES, OR SHALL NOT MAKE ONE OR MORE SUCH PURCHASES WITHIN THE TIME FRAME OF THE WORK, THE CONTRACTOR SHALL MAKE

THE PURCHASES AND SHALL PAY ALL REQUIRED TAXES. ANY WAIVER OF THIS PROVISION ON THE PART OF THE OWNER, SHALL NOT CONSTITUTE AN ONGOING WAIVER, AND THE CONTRACTOR SHALL NONETHELESS BE OBLIGATED TO NOTIFY THE OWNER OF ANY AND ALL REMAINING OPPORTUNITIES TO MAKE DIRECT PURCHASES.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Sumner Engineering & Consulting, Inc.
- 3.02 The Owner has retained Sumner Engineering & Consulting, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 110 calendar days after the date when the Contract Times commence to run as provided in Paragraph SC-4.01 of the Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 140 calendar days after the date when the Contract Times commence to run. Contract time will commence to run on the date of the Notice to Proceed.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each calendar day that expires after such time until the Work is completed and ready for final payment.
 3. In addition to the above, Contractor shall reimburse Owner for Engineering / Inspection Services incurred beyond the Contract times specified in Paragraph 4.02 above.

4. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the Contractor's Bid, a stipulated price of:
\$658,650.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
2. Retainage shall be withheld from all progress payments in accordance with Florida Statute 255.078, as follows:
 - a. Retainage in the amount of 5% of each progress payment up to completion of the Project.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 1, inclusive).

3. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 4. General Conditions (pages 1 to 70 inclusive).
 5. Supplementary Conditions (pages 1 to 4, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference)
 8. Addenda (numbers 1 to 3, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are included in the Appendices of the Contract Documents for reference.
 - a. Notice of Award.
 - b. Notice to Proceed.
 - c. Contractor's Application for Payment.
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party heretowithout the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to

EJDCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (Modified).

the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **Okeechobee Utility Authority**

CONTRACTOR: **Go Underground Utilities, LLC**

By: Steven D Nelson

By: Crayton Tillman

Title: Chairman

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: John Hayford
100 SW 5th Avenue
Okeechobee, FL 34974

Attn: Crayton Tillman
1755 CR 621 E.
Lake Placid, FL 33852

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

DECEMBER 17, 2024

DISCUSSION AGENDA

SWTP GENERATOR REPAIR

The screen on the control panel is very hard to see and is in need of replacement. The generator can run with this issue, just makes it harder to use. Water treatment plant staff have contacted the Ring Power Service Center. The Service Center replied with two quotes, one using OEM parts (\$22,576.47) and one utilizing other parts (\$14,712.50).

During the replacement, the generator will be out of service for up to four days.

OUA staff went back to the Service Center with three questions:

- Availability of either set of parts; and (Answer: 2 -3 weeks)
- Difference, if any, between the OEM and other parts (what do they show/do from an operational point of view, warranty, etc.); and (Answer: Warranty 1-year parts & labor, OEM panel offers more features)
- What is the total price for renting a temporary power system (include transportation, setup, use, tear down, other possible misc. fees) (Answer: See quote)

The quote for rental, set-up and tear down is \$17,041.00.

After review & discussion, it is staff recommendation to approve the Ring Power repair quote (129276-1) at \$22,576.47 and the Ring Power Rental quote (Q05338) at \$17,041.00.

OKEECHOBEE UTILITY AUTHORITY
 100 SW 5TH AVE
 OKEECHOBEE FL
 34974

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
002601	129276	12/5/2024	KEVIN ROGERS
PHONE NO.	FAX NO.	EMAIL	
863-634-4038		krogers@ouafl.com	
MODEL	MAKE	SERIAL NO.	
3508	CATERPILLAR	CNB00922	
UNIT NO.	WO NO.	P.O. NO.	

NOTE

REPLACE OBSOLETE CAT 2+ PANEL WITH A EMCP4.3.
 THE GENERATOR WILL BE DOWN FOR UP TO 4 DAYS DURING THIS WORK. THIS QUOTE DOES NOT INCLUDE THE PRICE OF A RENTAL GENERATOR. DUE THE THE AGE OF THIS UNIT MORE ISSUE MY BE FOUND DURING THE RETRO FIT. ANY ADDITIONAL LABOR/ REPAIRS WILL BE QUOTED AND SENT TO THE CUSTOMER.

TRAVEL TO/FROM GENERATOR

Total Estimated Labor:	1,312.50
Total Estimated Misc:	1,920.00
Segment 01 Total:	3,232.50

PERFORM UPGRADE ELEC DR CONTROL PANEL

Total Estimated Parts:	12,378.97
Total Estimated Labor:	6,565.00
Total Estimated Misc:	100.00
Segment 02 Total:	19,043.97

Total Segments: 22,276.47

ENVIRONMENTAL/MISCELLANEOUS	300.00
SUB TOTAL (BEFORE TAXES)	22,576.47
TOTAL ESTIMATE	22,576.47

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and its employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Jon Wilson Phone: NOT LISTED Email: Jon.Wilson@RingPower.Com Fax:

JOB SITE: -

-
- This estimate is made subject to buyer's acceptance within (10) ten days from this date
 - All prices are subject to change without notice, and those in effect on date of shipment shall prevail
 - Terms are Net 30 Days from receipt of invoice
 - Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
 - Customer will be contacted should estimate exceed 10%
-

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **AUTHORITY TO PERFORM REPAIRS** - It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
 - a. **Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
 - b. **Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed upon repair order not covered by a firm written quotation will be billed at current time and material prices
 - c. **Unforeseen Problems or Additional Repairs** - In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
2. **HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK** - In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
4. **PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
5. **RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.

OKEECHOBEE UTILITY AUTHORITY
 100 SW 5TH AVE
 OKEECHOBEE FL
 34974

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
002601	129278	12/5/2024	KEVIN ROGERS
PHONE NO.	FAX NO.	EMAIL	
863-634-4038		krogers@ouafl.com	
MODEL	MAKE	SERIAL NO.	
3508	CATERPILLAR	CNB00922	
UNIT NO.	WO NO.	P.O. NO.	
NOTE			
REPLACE OBSOLETE CAT 2+ PANEL WITH A GCCP PANEL. THE GENERATOR WILL BE DOWN FOR UP TO 4 DAYS DURING THIS WORK. THIS QUOTE DOES NOT INCLUDE THE PRICE OF A RENTAL GENERATOR. DUE TO THE AGE OF THIS UNIT MORE ISSUES MAY BE FOUND DURING THE RETRO FIT. ANY ADDITIONAL LABOR/ REPAIRS WILL BE QUOTED AND SENT TO THE CUSTOMER.			

TRAVEL TO/FROM GENERATOR

Total Estimated Labor:	1,312.50
Total Estimated Misc:	1,920.00
Segment 01 Total:	3,232.50

PERFORM UPGRADE ELEC DR CONTROL PANEL

Total Estimated Parts:	700.00
Total Estimated Labor:	6,565.00
Total Estimated Misc:	3,915.00
Segment 02 Total:	11,180.00

Total Segments: 14,412.50

ENVIRONMENTAL/MISCELLANEOUS	300.00
SUB TOTAL (BEFORE TAXES)	14,712.50
TOTAL ESTIMATE	14,712.50

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PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Jon Wilson Phone: NOT LISTED Email: Jon.Wilson@RingPower.Com Fax:

JOB SITE: -

-
- This estimate is made subject to buyer's acceptance within (10) ten days from this date
 - All prices are subject to change without notice, and those in effect on date of shipment shall prevail
 - Terms are Net 30 Days from receipt of invoice
 - Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
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-

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3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
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6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.



Rental Quote

Quote Q05338

Power Systems Division

9901 RINGHAVER DRIVE, ORLANDO, FL 32824
 ORLANDO PSD 407 855 6195

Date Out: **12/18/2024 Wed**
 Est. Date In: **12/25/2024 Wed**
 Delivery Date: **12/18/2024 Wed**

Jobsite: **1MEG BACKUP**
 Contact: **KEVIN ROGERS**
 Phone: **863-763-9460**
WATER TREATMENT PLANT
371 SR 78 WEST
OKEECHOBEE FL 34974
OKEECHOBEE - 47

Bill to: Customer: **002601**
OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVE
OKEECHOBEE FL 34974

Sales Rep: **GREG BAKER FITZGERALD - RENT**
 PO #: **TO FOLLOW**

Order By: **KEVIN ROGERS**

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1	XQ1000 POWER MODULE	Single Shift	\$2,233	\$6,700	\$20,100	\$6,700
	Voltage:	277/480v, 3 phase				
	Frequency:	60 HZ				
	Fuel Capacity:	1250gal				
	HRS ALLOWED:	8/40/176				
20	50' 4/0 CABLE GEN		\$20	\$60	\$180	\$1,200
20	CAMLOK FEMALE TAIL EYELET GEN		\$3	\$10	\$30	\$200
20	CAMLOK MALE TAIL BARE ENDS GEN		\$3	\$10	\$30	\$200
1	SHORE POWER CORD		\$0	\$0	\$0	\$0
1	AUTO START & STOP CORD		\$0	\$0	\$0	\$0

Miscellaneous Items

1	ENV FEE			2.00 %		166.00
1	INSTALL, SETUP, DISMANTLING			6,175.00 each		6,175.00
1	DELIVERY			1,200.00 each		1,200.00
1	PICK UP			1,200.00 each		1,200.00

THIS QUOTE IS SET AT 1ST SHIFT RATES / 8HRS PER DAY & 40HRS PER WEEK & 176HRS PER MONTH
 GENERATOR WILL ARRIVE WITH 25% FUEL. TO AVOID EXTRA CHARGES, PLEASE RETURN WITH 25%
 1 WEEK MINIMUM RENTAL PERIOD
 FUEL, DEF, AND PUMP OUTS WILL BE OFFERED ON A COST + 20% BASIS
 FTV DOES NOT APPLY TO GENERATORS OVER 300KW. EQUIPMENT COVERAGE MUST BE ON COI

Total: 17,041.00

AGREEMENT AND ACKNOWLEDGEMENT

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X _____ DATE _____

PRINT NAME _____

TITLE _____

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA

ACCEPTED: RING POWER CORPORATION

BY (LESSOR) Greg Baker-fitzgerald

DATE 12/11/2024

ORIGINAL Terms and Conditions continued on the backside of this Rental Agreement

Responsibilities

- The customer is responsible for installation, removal, and maintenance of all equipment.

Notes:

- Rentals are 1 week minimum, Daily rate applies after first week.
3 Days = 1 Week
3 Weeks = 1 Month

Shift Hours:

- RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED
SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 176 HRS / 4 WEEKS
DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 352 HRS / 4 WEEKS
TRIPLE SHIFT = UNLIMITED USAGE
- DOUBLE SHIFT IS 1.5 X SINGLE RATE
TRIPLE SHIFT IS 2 X SINGLE RATE

Responsibilities

- The customer is responsible for refueling the generator prior to return - Ring Power charges \$12.00/gallon if required to refuel upon return.

Notes:

- All emergency and Storm related rentals will be charged at the Unlimited Usage rate and will carry a minimum charge as outlined on the schedule below:
35-400 kW (1) week minimum charge at the unlimited rental rate
401- 2000 kW (2) week minimum charge at the unlimited rental rate

Responsibilities

- The customer is responsible for providing a fork-lift for unloading and loading equipment if needed.
- The customer is responsible for any required permits.
- The customer is responsible for providing onsite diesel fuel unless otherwise noted in quotation.

Notes:

- The pricing set forth in this quote is valid for thirty (30) days, after which this quote expires.
- This quote is not a guarantee, without a contract in place rental generator availability is subject to change without prior notice.
- Freight/transportation charges are not included in rental rate unless otherwise noted in quotation.
- Monthly rentals are billed on a 4 consecutive week / 28 day billing cycle.

Insurance:

- Ring Power requires the customer to provide certificate of insurance showing PROPERTY DAMAGE coverage for rented/leased equipment for the replacement value of the equipment.
Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder.
If customer elects not to provide property damage coverage there will be an additional monthly charge of 14% for our Fire, Theft, and Vandalism Waiver.
- Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder.
- Ring Power requires customer to provide certificate of insurance showing GENERAL LIABILITY coverage for a minimum of \$1,000,000 prior to the delivery of equipment.

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

- 1. RENTAL:** Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.
- 2. ACCEPTANCE AND RETURN OF EQUIPMENT:** The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.
- 3. CHARGES:** Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month. Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.
- 4. USE OF EQUIPMENT:** Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).
- 5. SERVICE:** Lessee shall perform and pay for all services, adjustments, and lubrication of equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.
- 6. LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.
- 7. INSURANCE:** Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.
- 8. COMPLIANCE WITH LAW:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.
- 9. VENUE AND CHOICE OF LAW:** This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.
- 10. DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.
- 11. REMEDIES:** All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.
- 12. DISCLAIMER OF WARRANTIES:** LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.
- 13. NOTICES:** Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.
- 14. SPECIAL PROVISIONS:**
- a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.
- b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
- c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV")**: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.
- d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.
- e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.
- f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.
- g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.
- h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.
- i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.

Initials: _____

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

DECEMBER 17, 2024

DISCUSSION AGENDA

PINE RIDGE PARK VACUUM MONITORING PROJECT

As the Okeechobee Utility Authority moves forward with the operation and maintenance of the new water and wastewater utility system in the Pine Ridge Park neighborhood, a proposal was provided by the Flovac Americas to install a monitoring system for the vacuum collection system.

Please find attached a proposal to provide a wireless communication/monitoring system accessed by internet or cellular service in which the client (OUA) can review system operations. Review includes vacuum levels at various points throughout the system, run times on pumps, electric power availability, temperatures, alarms and more. This tool is essential in determining where system failures are occurring which in turn will speed recovery efforts minimizing customer inconvenience. OUA staff will access this “tool” as an app on their cellular phone or laptop and remotely diagnose the vacuum system rather than driving to the site to ascertain any problems or situations that are occurring.

If approved, the funding for this project would come from the wastewater capital connection charge fund and would be recognized in a budget amendment process later this fiscal year.

OUA staff is recommending approval of this expenditure.

After review, presentation and discussion it is recommended that the OUA Board approve the purchase and installation of the Flovac Americas quotation QU-0420 for Pine Ridge Park Vacuum Monitoring System in the amount of \$127,542.14 and with an annual cost beginning in FY 26 of \$500.00 per month.



Wireless Monitoring System

Pine Ridge Vacuum System

Okeechobee, FL

Clients: Okeechobee Utility Authority

Date: November 2024



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1) Executive Summary

FLOVAC has been approached by the Okeechobee Utility Authority Utilities Department to evaluate the feasibility of implementing a wireless monitoring system for the valve pits within the vacuum sewer network. Such system will provide a 24/7 status report of those valve pits, including: (i) detection of abnormal conditions in the vacuum valves; (ii) record of valves open/close cycles; (iii) alarm for valves stuck open; (iv) alarm for wastewater high-level in the tanks; and (v) reading of vacuum level at valves, allowing operators to respond quickly to any callouts and have a proactive approach to system maintenance. The system also offers an automatic air inlet system, which automatically reads the pressure differential between the end of vacuum mains and the vacuum tank and injects air at key locations of the vacuum network to clear the lines.

The outline of FLOVAC's site survey findings can be found in this summary, in conjunction with a more comprehensive overview of the monitoring equipment, requirements and suggested network layout.

FLOVAC's Smart Monitoring System uses a LoRaWan communication protocol, which allows for much greater range of its wireless signal, eliminating the need for repeaters. FLOVAC also uses cloud-based software, which allows for visualization and control of the system anywhere with an internet connection on desktops, laptops, tablets, and smartphones. In a recent presentation of its Smart Monitoring System, FLOVAC and the Okeechobee Utility Authority team have discussed the implementation of a gateway(s) to allow for the monitoring and collections of data at any point within the select collection area. To that effect, FLOVAC has viewed the area intended for the installation of its Smart Monitoring System and based on information provided by Okeechobee Utility Authority and obtained onsite has prepared the following proposal.

2) Vacuum Sewer System Layout



Figure 1 Service area.

The yellow line indicates an estimated signal range from the initial gateway mounted on the water tower. Pits located within this radius can be monitored at your discretion. Additional gateways can be added to increase service area.

3) Wireless Monitoring System Overview

FLOVAC's Wireless Monitoring System provides a 24/7 status report of the vacuum sewer system, detecting abnormal conditions in the vacuum valves, sewer collection network and vacuum stations, allowing the operators to respond quickly to any callouts and have a proactive approach to system maintenance.

One of the most important features of FLOVAC's System is its two-way or bi-directional communication, allowing for seamless communication interaction between all devices in the system.

FLOVAC's System is capable of monitoring the following items:

- Valve stuck open
- Valve open/close cycles (allowing detection of unwanted storm or ground water infiltration)
- Last opening time log for potential valve not opening signal
- Vacuum pressure in vacuum lines
- Automatic air injection with remote valve control (open/closed)
- Alarms
- Alerts via SMS / e-mail or both
- Battery or solar operated
- Integration with existing SCADA systems

FLOVAC's System also features the following benefits:

- No need for external power supply (batteries included)
- Battery life up to 5 years
- Wireless operating range up to 3 miles
- Lora Wan protocol allows for many different modules to operate within the same system, up to 30,000
- Universal module for many different sensors, once a pit has a module vacuum sensors and AAI controller can be moved around as the client see fit to help improve their system.

FLOVAC's Wireless Monitoring System is compatible with most vacuum sewer systems provided by other major suppliers, allowing it to be integrated into existing and new systems. Since the system is battery powered and communication between all devices is made through a wireless protocol, there is no need for expensive infrastructure. The system is developed in different layers, making it easily customizable according to the client's preferences.

4) Network Layout

4.1) Network Lora Wan

Lora Wan is a new, private and spread-spectrum modulation technique which allows data transmission at extremely low data-rates to very long ranges. LoRa Wan is a Low Power Wide Area Network (LPWAN) specification intended for wireless battery-operated Things in a regional, national or global network. Lora Wan targets key requirements of Internet of Things such as secure bi-directional communication, mobility and localization services. The Lora Wan specification provides seamless interoperability among smart Things without the need of complex local installations and gives back the freedom to the user, developer, businesses enabling the roll out of Internet of Things.

Link Budget (common)

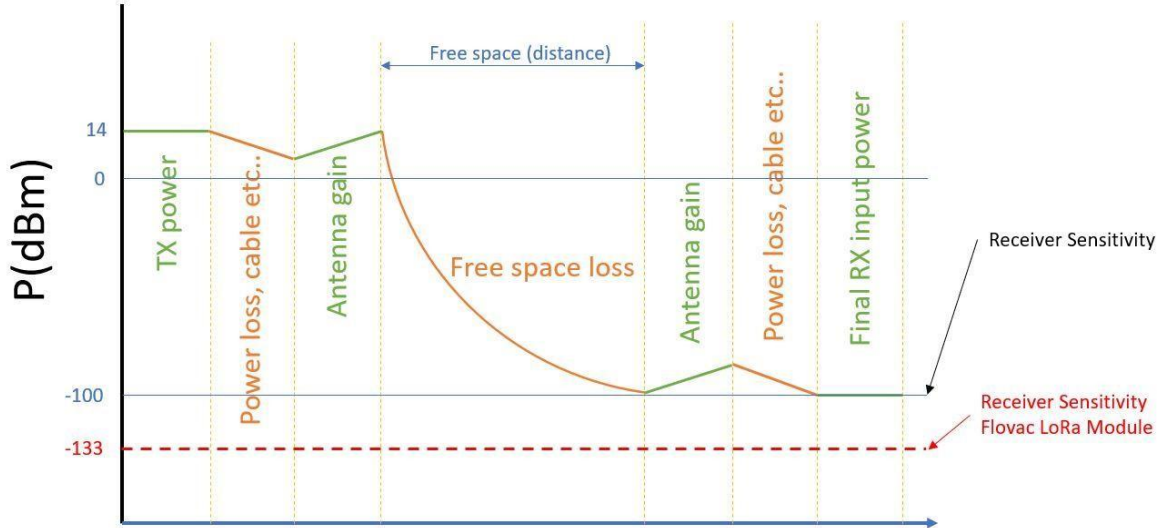


Figure 1 Sensitivity of the Flovac LoRaWan Module

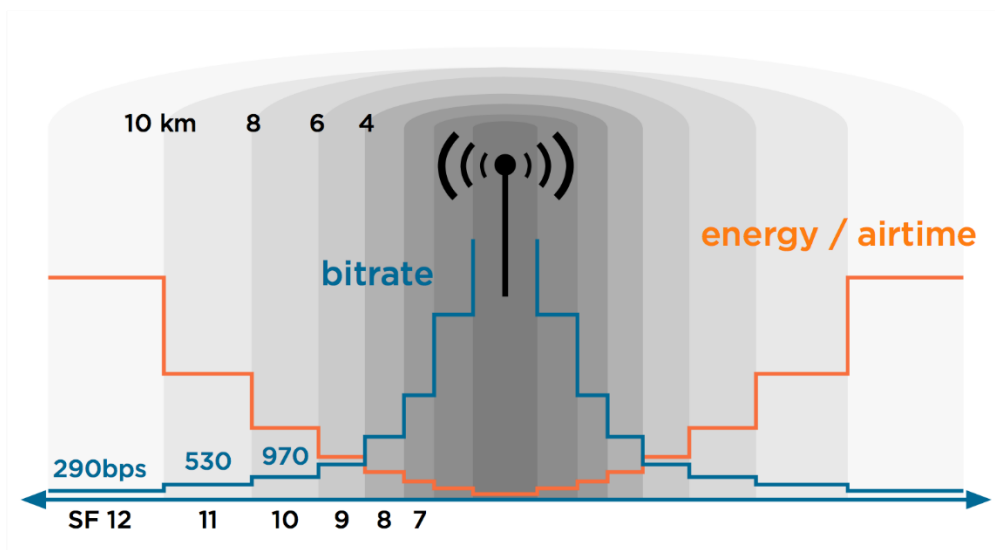


Figure 2 Distance vs Energy vs Bitrate

FLOVAC's FMS supports different frequencies for each country where the system is to be installed. Modules automatically connect to the closest gateway, which can cover an area of up to 3 miles. In larger areas, multiple gateways could be installed to increase the coverage area. The gateway is connected to the WAN by default, through a GPRS/GSM connection or a local ethernet connection. The gateway only communicates through a secure server, which collects and sorts all data collected from the modules into databases.

4.2) WAN / LAN Network Connections

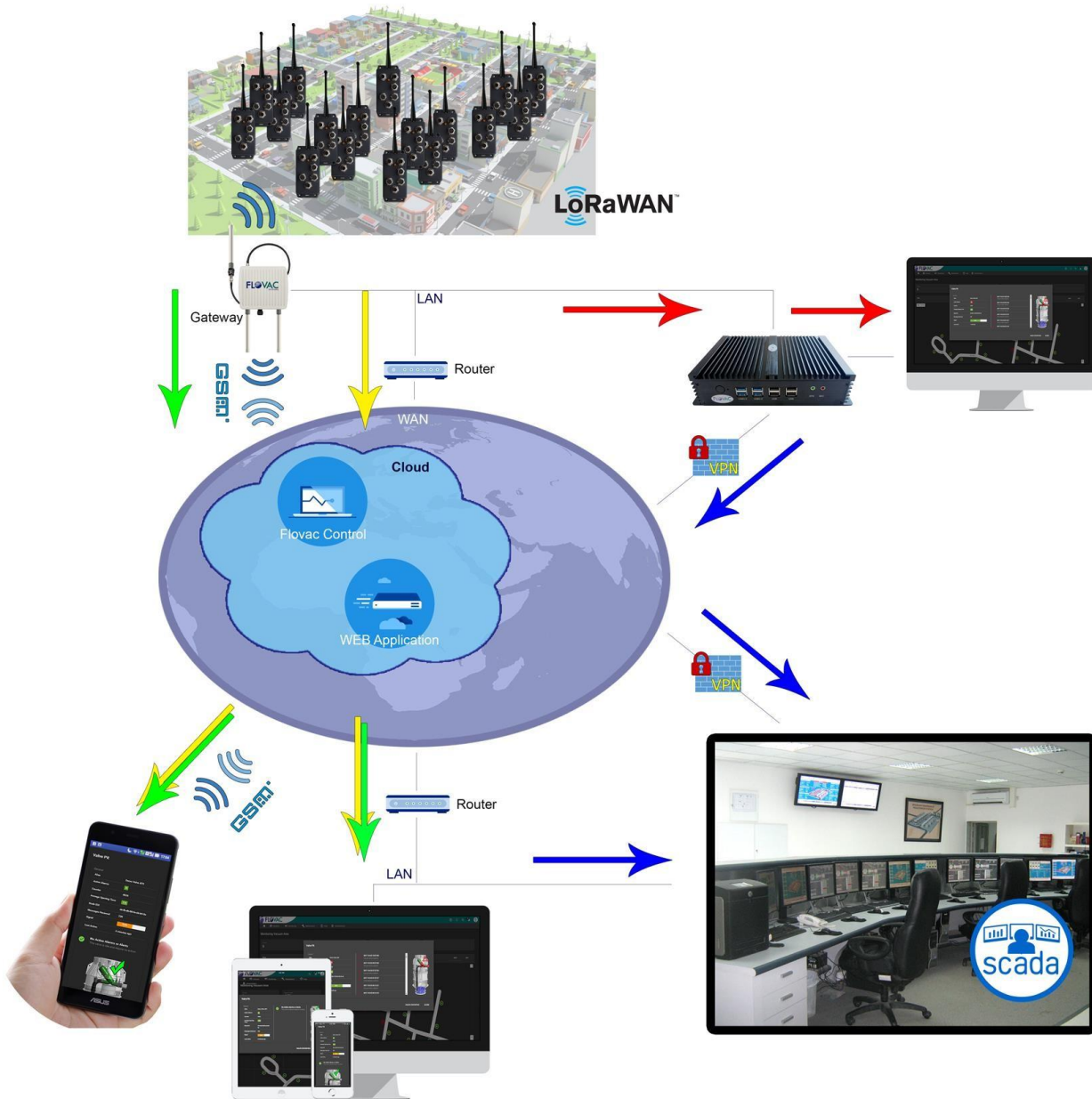


Figure 3 Network Examples

Green Routing: Most flexible. Gateway only needs power and can be placed anywhere in the area, with the best LoRaWAN network performance.

Yellow Routing: Less flexibility. Gateway needs power and wired ethernet connection to internet for cloud hosting. Placement of the gateway at the best spot could be impacted by power and wired internet connection requirements, sometimes requiring the installation of a second gateway to cover the entire monitoring area.

Red Routing: Less flexibility. Gateway requirements are the same as the Yellow Routing. Cloud hosting will not be used, requiring an IPC computer and screen to be installed at the same location as the gateway to host the monitoring software and data on a local network.

Blue Routing: Optional. Custom made depending on the local network condition.

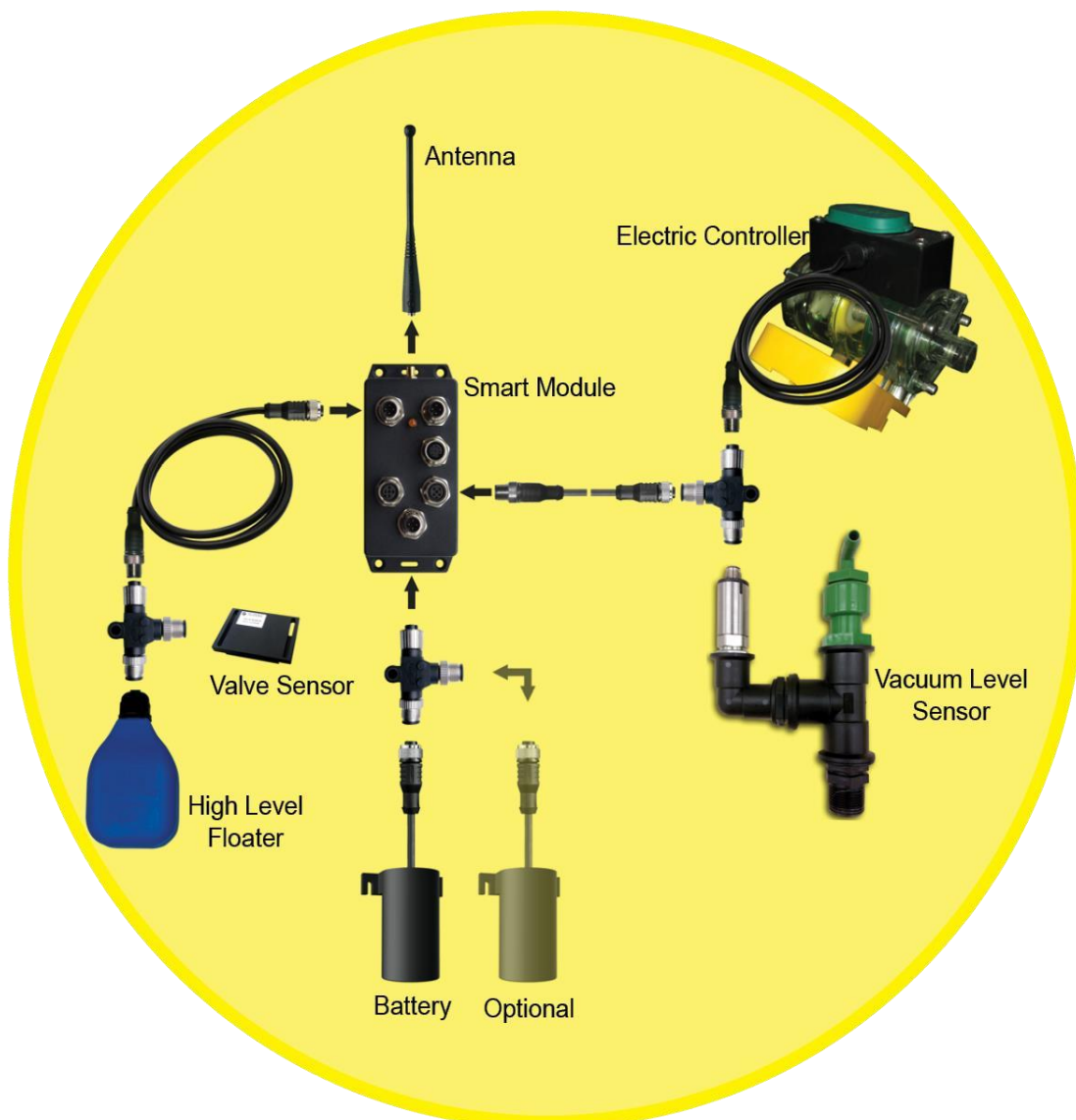
4.3) Gateway

The FLOVAC gateway communicates wirelessly with the monitoring modules in the field. All information received from the modules is transferred to the FLOVAC control server through GPRS/GSM or by wired LAN (figure 3). The best spot to install a gateway is in the center of the coverage area and preferably serviced by a backup generator. The gateway needs power 100-240VAC-1A and ethernet connection when the GSM function is not utilized. Large coverage areas may require multiple gateways.



4.4) Smart Modules

FLOVAC has developed a smart Lora Wan module specifically for vacuum sewage monitoring. Our module is powered by 3.6 volt batteries and can be custom programmed to handle many different I/O's. The module is IP68 weatherproof rated and can be installed outside or inside the valve pit (installation inside the valve pit may require a shorter distance between the module and the gateway).



Flovac Valve Module Configuration Table

Configuration Parameter	Default value	Description
Heartbeat Time	3600 seconds	Time the module will send a message with current openings, average opening time.
Vacuum Time	900 seconds	Time the module will measure the vacuum.
Vacuum Setpoint	30	If vacuum is below setpoint, module will enable low vacuum alarm.
Vacuum Delay	180 seconds	Delay before module will enable low vacuum alarm.
Floater Delay	10 seconds	Delay before module will enable high level alarm
Valve Alarm Delay	60 seconds	Delay before module will enable valve error alarm.
Maximum Open Time	15 seconds	If the valve opens longer then this value, the module will send an alert.
Minimum Open Time	3 seconds	If the valve opens less then this value, the module will send an alert.
Transfer Retries	5 times	Times the module will retry a transfer when no acknowledge was received from gateway.
Join Retries	5 times	Times the module will retry to join a gateway.

Valve Module Message Table

Message Name	Format
Heartbeat	0,(Current Counter),(Average Open Time)
Vacuum Level	1,(Vacuum Level)
Alarm	2,(Alarm Type), (Enabled/Disabled)
Alert	3,(Alert Type),(Value 1)

Valve Module Alarm Types

Alarm Name	Alarm Description
Low Vacuum Alarm	When vacuum is below setpoint for x time.
High Level Alarm	When floater is high for x time.
Valve not closing Alarm	Valve is not closing for x time.

Valve Module Alert Types

Alert Name	Alert Description
Openings time to long	Opening time exceeded the configured maximum open time.
Openings time to short	Opening time exceeded the configured minimum open time.
Failed Transfers	Times the module failed to transfer a message when first message was successful.



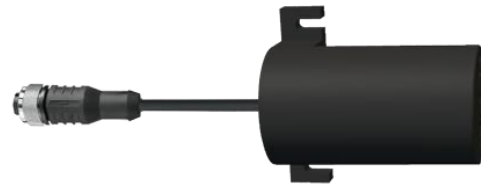
FLOVAC Smart Module

5) Components/Sensors

5.1) Battery

Every module is powered by battery by default. The battery life depends on the transmit rate, and in a default configuration the battery can power the module for up to 5 years. When additional sensors are installed such as vacuum sensors or electrical controllers requiring greater power consumption, the use of additional battery packages is recommended.

Battery is completely sealed and IP68 weatherproof rated.



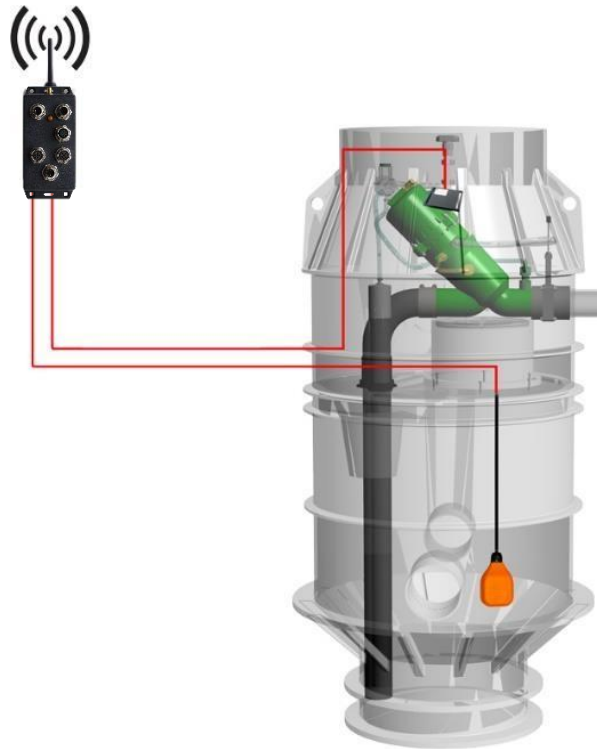
5.2) Valve Sensor

The valve sensor is mounted on the vacuum valve inside the collection pit. Every change of state of the valve (open/close) will awake the module to start monitoring the status of the valve.



5.3) High Level Sensor

The high level sensor floating switch generates an early warning alarm every time that the sewer level in the collection pit exceeds a preset condition, so the operators can take the appropriate action.



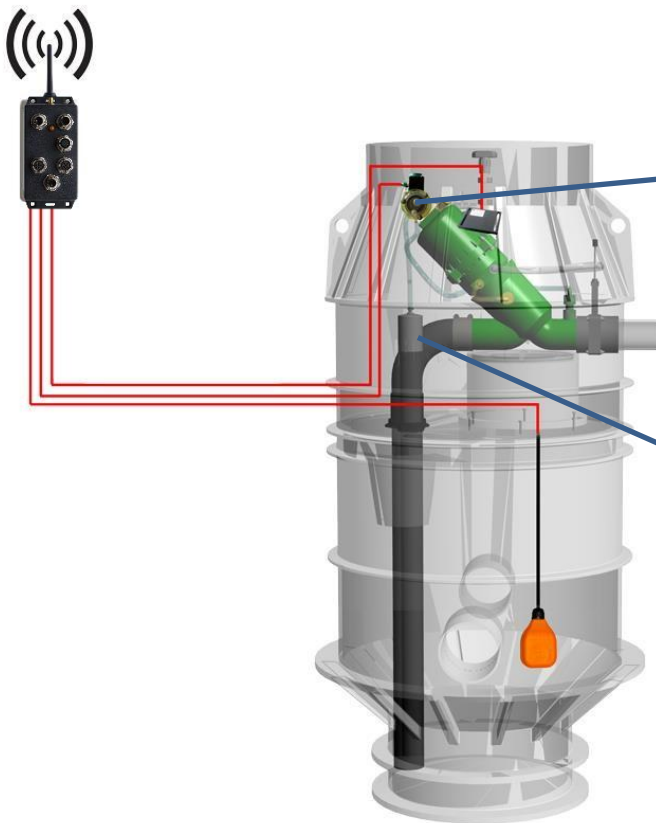
5.4) Vacuum Level Sensor

The vacuum level sensor measures the vacuum pressure at the collection pit at predetermined intervals (intervals could be configured according to client's requirements). In addition to showing the vacuum level on the visualization screen, the system could also be configured to generate an alarm when the vacuum level drops below a pre-determined set point. The vacuum level sensor is required for the Automatic Air Injection System (AAIS).



5.5) Electrical Controller

The electrical controller allows the vacuum valve to be opened by a remote command. The valve open command can be send manually or automatically by the FLOVAC control system. The electrical controller is required for the Automatic Air Injection System (AAI), which generates an automatic valve open command through the AAI algorithm.

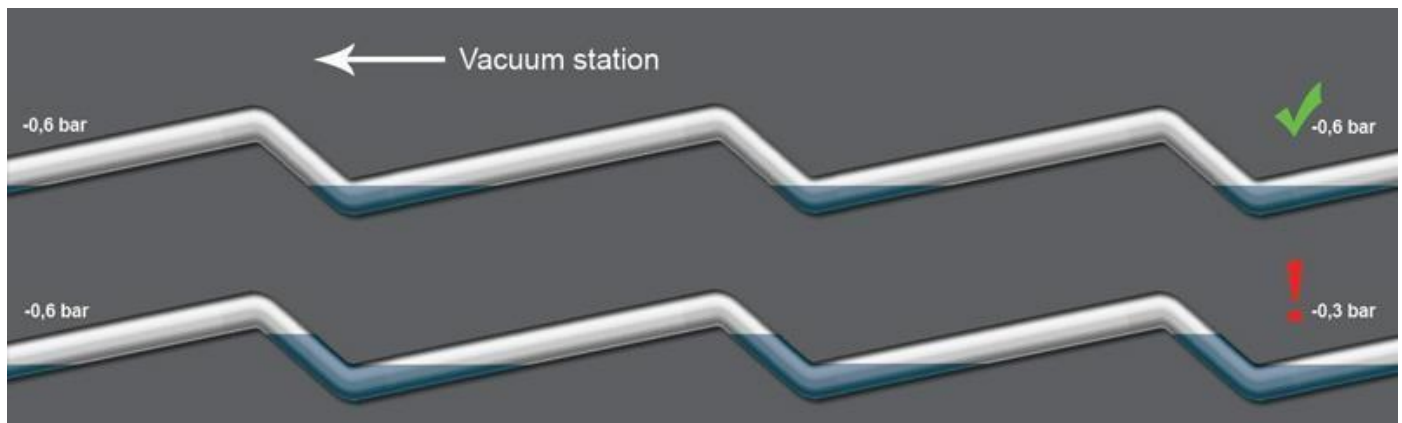


Standard pneumatic sensor function remains the same in normal operation, when the Electrical Controller is not activated.

6) Automatic Air Injection System (AAIS)

In some areas of the vacuum sewer network, vacuum levels can drop below their optimal operation condition, adversely affecting the proper function of the valves.

Low vacuum levels can be caused by a variety of factors, including wrong valve time settings, excessive external infiltration into the system, extensive line stretches without any connections, design and construction flaws, etc.



Vacuum valves need a minimum of -5 inHg to open, however this minimum pressure might not be enough to allow sufficient air to enter the system to avoid water logging.

To solve this problem FLOVAC has developed an Automatic Air Injection System (AAIS). The AAIS can prevent vacuum levels dropping below the minimum -5 inHg, as it will let in air automatically when vacuum level drops below -8 inHg or any other pressure level setup by operations.

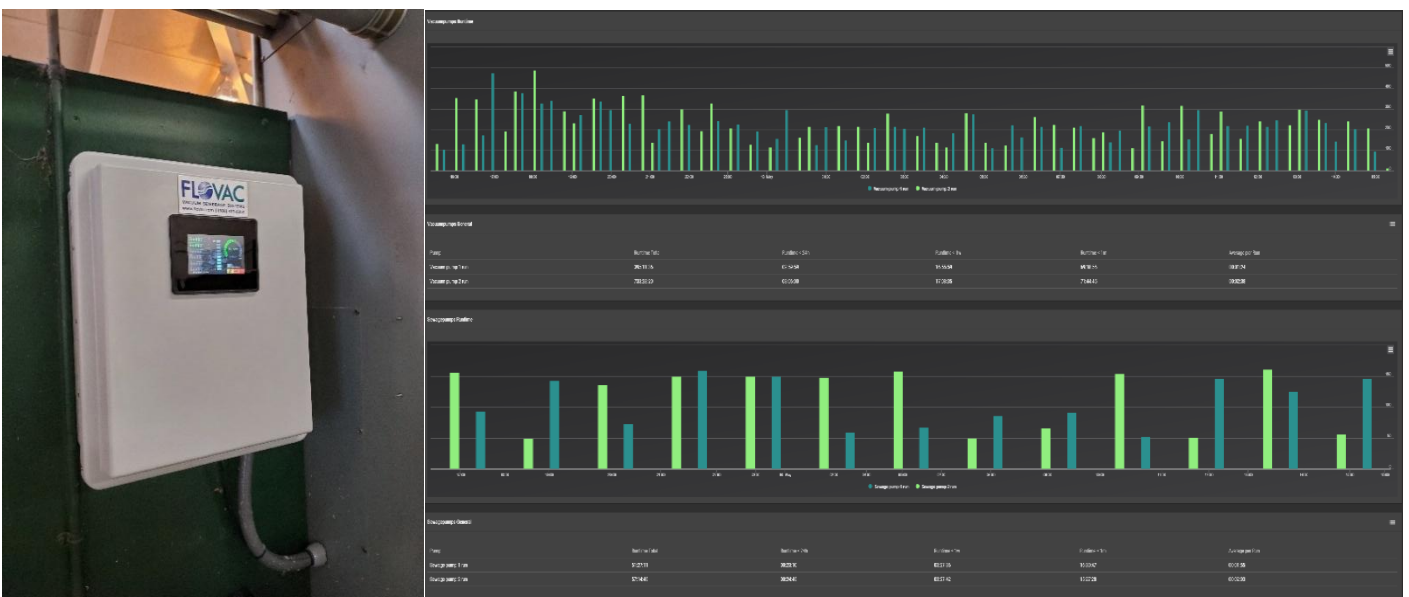
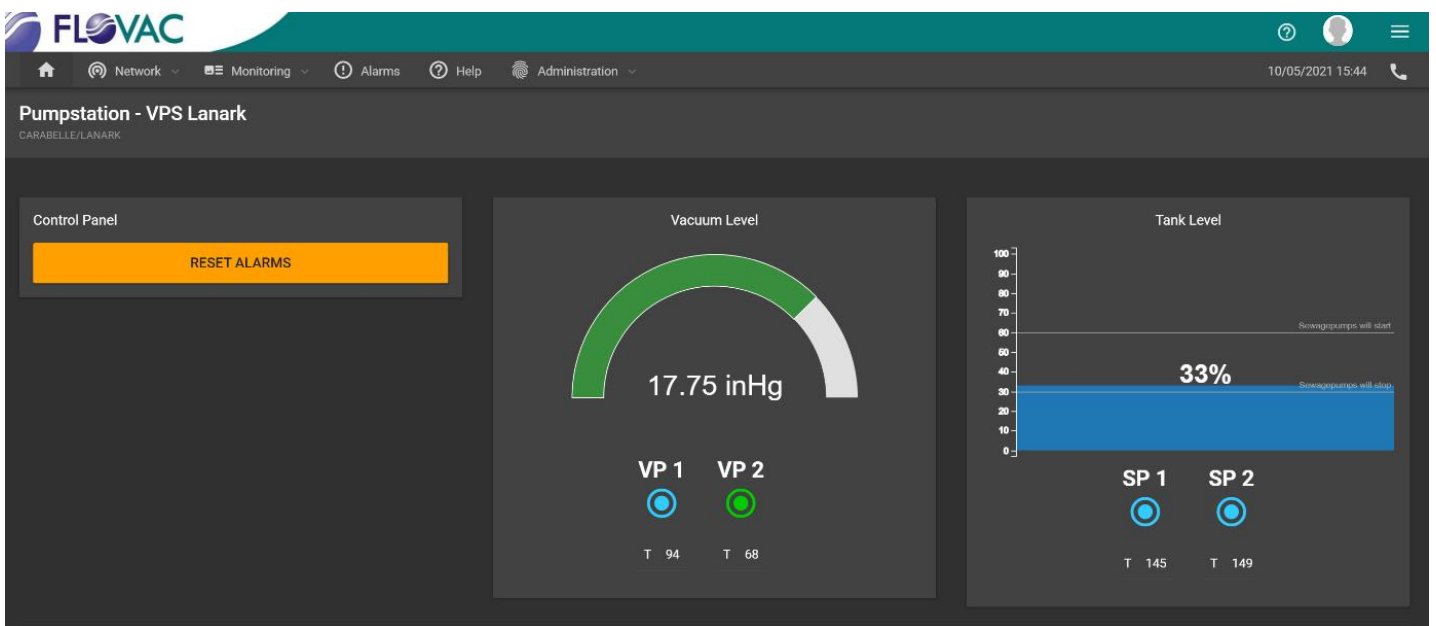
In a conventional standalone system, the vacuum level is checked only at a specific point in the sewer collection network and does not consider the vacuum level at the vacuum station. The disadvantage of ignoring the vacuum level at the vacuum station is the possibility to inject air into the system even when there is not enough vacuum level at the vacuum station, which will further deplete the vacuum level in the system.

FLOVAC's AAIS was developed to, in addition to the vacuum level at a specific point in the sewer collection network, consider the vacuum level at the vacuum station, taking advantage of its two-way or bi-directional communication capability to evaluate all available parameters and fine tune the amount of air required for optimal operation of the system. Furthermore, the AAIS is installed by simply replacing the valve controller with FLOVAC's electrical controller, thus not requiring any additional valves and/or valve pits.

7) Vacuum Station Monitoring (optional)

Flovac offers a wide range of vacuum station design, control, and monitoring. Options range from panel design to control you vacuum station through connecting existing PLC's or older relay and timer panels. This enables the Okeechobee Utility Authority to see in Realtime events at the vacuum station. In certain applications, control can be allowed to make changes to station parameters.

Reporting includes Vacuum pump run times, Sewerage pump run times, Tank level as a percentage, vacuum level. Additional I/O's are available on request.



8) Wireless Monitoring System Proposal

8.1) Proposed System Description and Features

This proposal includes the supply and installation of FLOVAC Smart Monitoring devices (smart modules, battery packs, valve sensors and high-level sensors) for 58 vacuum valve pits within the designated sections of Okeechobee Utility Authority vacuum sewer system serviced by the “Pine Ridge” station. Those monitoring devices will be connected to FLOVAC’s Lora Wan through a gateway installed at the vacuum station. Also included monitoring at the VPS vacuum tank and 12 vacuum pressure sensors for deployment in the collection network. The FLOVAC software and system database will be hosted on FLOVAC’s secure cloud, which allows for remote support and software updates, in addition to remote access by authorized operations personnel on mobile smartphones and tablets.

8.2) Price

FLOVAC is prepared to offer its introductory Smart Monitoring System in accordance with the specifications and wireless monitoring equipment described above, including installation, to Okeechobee Utility Authority for \$127,542.14. There is normally a \$500 monthly fee for the Cloud Hosting of FLOVAC’s software and databank. FLOVAC is prepared to waive this fee for the first year, from the commissioning date. After one year a monthly charge of \$500 per month will resume. The above costs refer to the entire collection system(s), Not per gateway. This system can work across all vacuum systems OUA currently has for no extra monthly charge.

It should be noted that for future expansion as of this proposal. An FMS monitoring module including battery, valve sensor, high level float and cables costs \$950 per unit (without pressure sensor) or \$1600 per unit (with vacuum sensor). The gateway installed during work outlined in this proposal is intended to provide signals for all future connections of monitoring modules in either red circle indicated on the map above. Thus, making future monitoring “plug and play”.

8.3) Payment Terms

- 50% at Proposal Acceptance
- 50% at Installation Completion

8.4) Special Conditions

Okeechobee Utility Authority’ preparatory scope of work:

At the Pine Ridge station (indicated on google earth image above):

- Coordinate mounting of the gateway on the tower. Power supply will also be needed within 100 feet of the gateway. It is strongly suggested the power supply is serviced by a backup generator.

At the valve Pits

- None- Conduit was ran at pit install and pits are monitoring ready.



Flovac Pedestal housing dedicated air inlet (candy cane), monitoring equipment, and remote mounting of controller(optional). Solar ready.



Example of a pedestal that has been used in the past to house monitoring equipment where there was no dedicated air terminal or existing pedestal. (not solar compatible).

FLOVAC installation scope of work:

- Provide detailed information for Okeechobee Utility Authority preparatory scope of work.
- Supply cable gland assemblies, and associated rubber grommets for the installation of the floating switches.
- Supply valve sensors, high level sensors (floating switches), modules and antennas for standard PE pit monitoring.
- Install the monitoring devices in the standard pits and pedestals (including supplying and installing the required cables).
- Install the gateway on the pole (including supplying and installing the ethernet power cable).
- Start-up and test the system.
- Provide training and ongoing support to Okeechobee’s operators.

9) Summary

We at FLOVAC are very pleased to have the opportunity to assist Okeechobee Utility Authority in the pursuit of continuously improving the operation and reliability of its sewerage collection system. We are confident that the proposed Smart Monitoring System will allow Okeechobee Utility Authority’ managers, supervisors, and operators to have real time information from each Collection Pit/ and Vacuum Valves being monitored, allowing for immediate identification of any faults, abnormalities, and alarms, indicating the precise location where preventive and/or corrective measures must be taken.





QUOTE

Okeechobee
 Attention: Okeechobee Utility Authority
 100 SW 5th Ave
 OKEECHOBEE FL 34974
 US

Date
 13 Nov 2024

15 Utility Dr, Suite A
 Palm Coast, FL 32137

Expiry
 12 Jan 2025

(386) 319-0350
 www.flovac.com

Quote Number
 QU-0420

Reference
 Pine Ridge Vacuum
 Monitoring

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
1USFMS000 7-8	Gateway 915Mhz, USA, Assembly, 8 Channel	1.00	9,686.31		Tax Exempt	9,686.31
1USFMS005 5	Solar Bundle for Gateway ***optional if no power is present at pole location***	1.00	4,160.24		Tax Exempt	4,160.24
	Gateway pole supply and installation. ***optional if no high pole (40+ feet) is available. TBD is OUA has pole specs they would like to use. Flovac would prefer to raise the existing adjacent lattice-type antenna to reduce costs. The dollar amount is a placeholder.	1.00	30,000.00		Tax Exempt	30,000.00
1USFMS000 9Kit	Flovac Rain Meter Kit	1.00	580.39		Tax Exempt	580.39
1USFMS000 2	FMS Monitoring Bundle	58.00	924.60		Tax on Sales	53,626.80
1USFMS100 5	Vacuum Sensor Kit - With Remote Mount Controller	12.00	640.70		Tax on Sales	7,688.40
1USFMS001 8	Vacuum Station Monitoring - PLC Connection (Full Monitoring) Discount as picking up existing Flovac Panel	1.00	10,000.00	5,000.00	Tax on Sales	5,000.00
	Labor installation and commissioning	1.00	16,800.00		Tax on Sales	16,800.00

Subtotal <i>(includes a discount of 5,000.00)</i>	127,542.14
TOTAL TAX	0.00
TOTAL USD	127,542.14

Terms

CPT Destination PPA

Unless otherwise noted or agreed upon shipping costs will not be included in quotes. Shipping will be determined at the time of sale to ensure our customers receive the most up-to-date prices and estimates.

If you have any questions or concerns regarding shipping prices please reach out to your sales representative directly.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

DECEMBER 17, 2024

DISCUSSION AGENDA

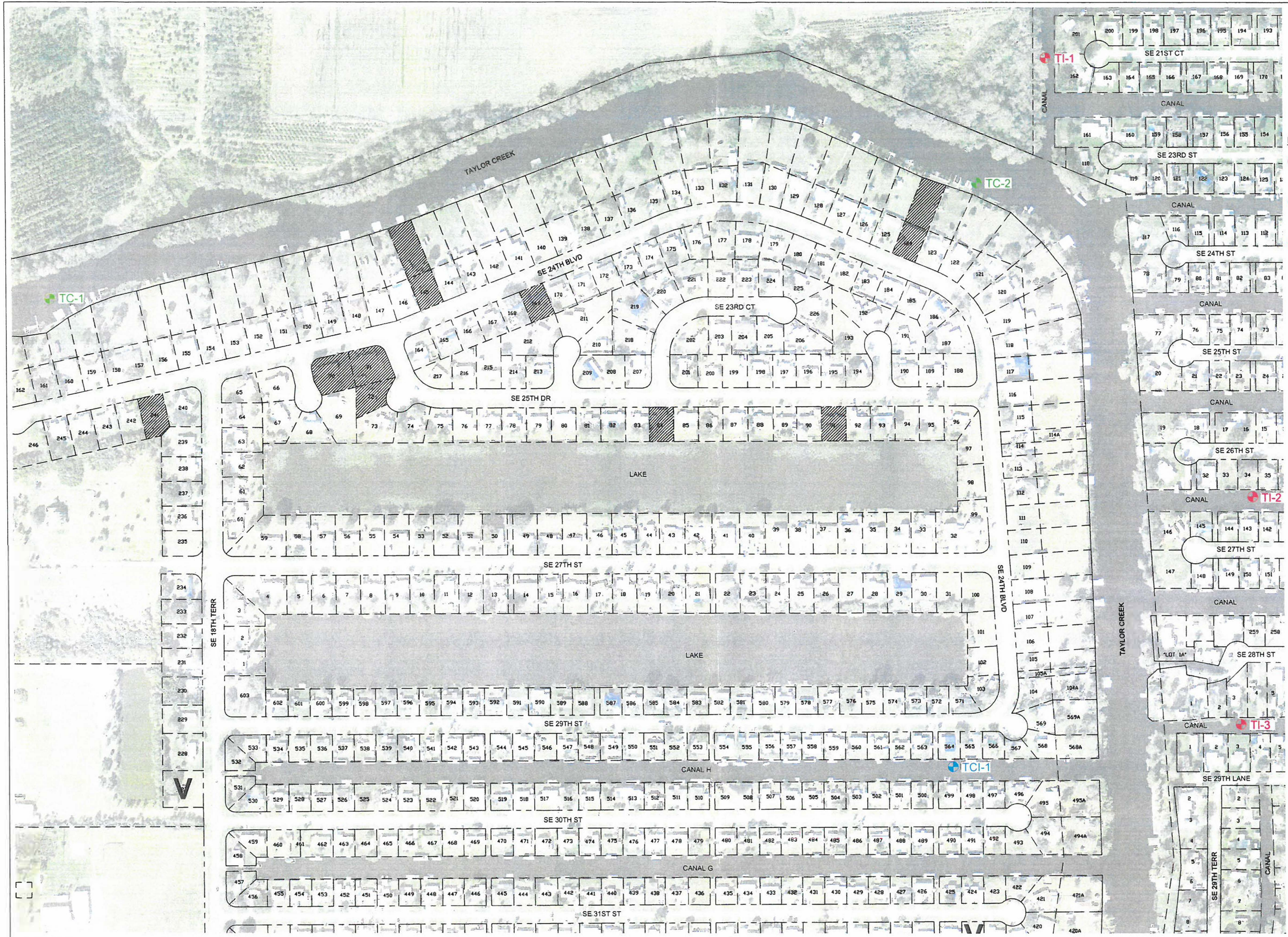
TAYLOR CREEK ISLES SEPTIC TO SEWER PROJECT

The field work for this project is complete. All of the houses have had their septic tanks abandoned and piping installed to connect the house to the streetside point of connection of the OUA sewer system.

As of the date of the OUA Board package going out, the OUA is still waiting on:

- Contractor's final pay request; and
- Contractor to supply release of liens, permitting close-out (both Building Dept & Health Dept); and
- Engineer to submit a Change Order (deductive) to finalize contract cost; and
- Engineer to submit final invoice.

If any of these documents are submitted prior to the OUA Board meeting, I will forward them on for review, else the item will be pulled and resubmitted January 2025.



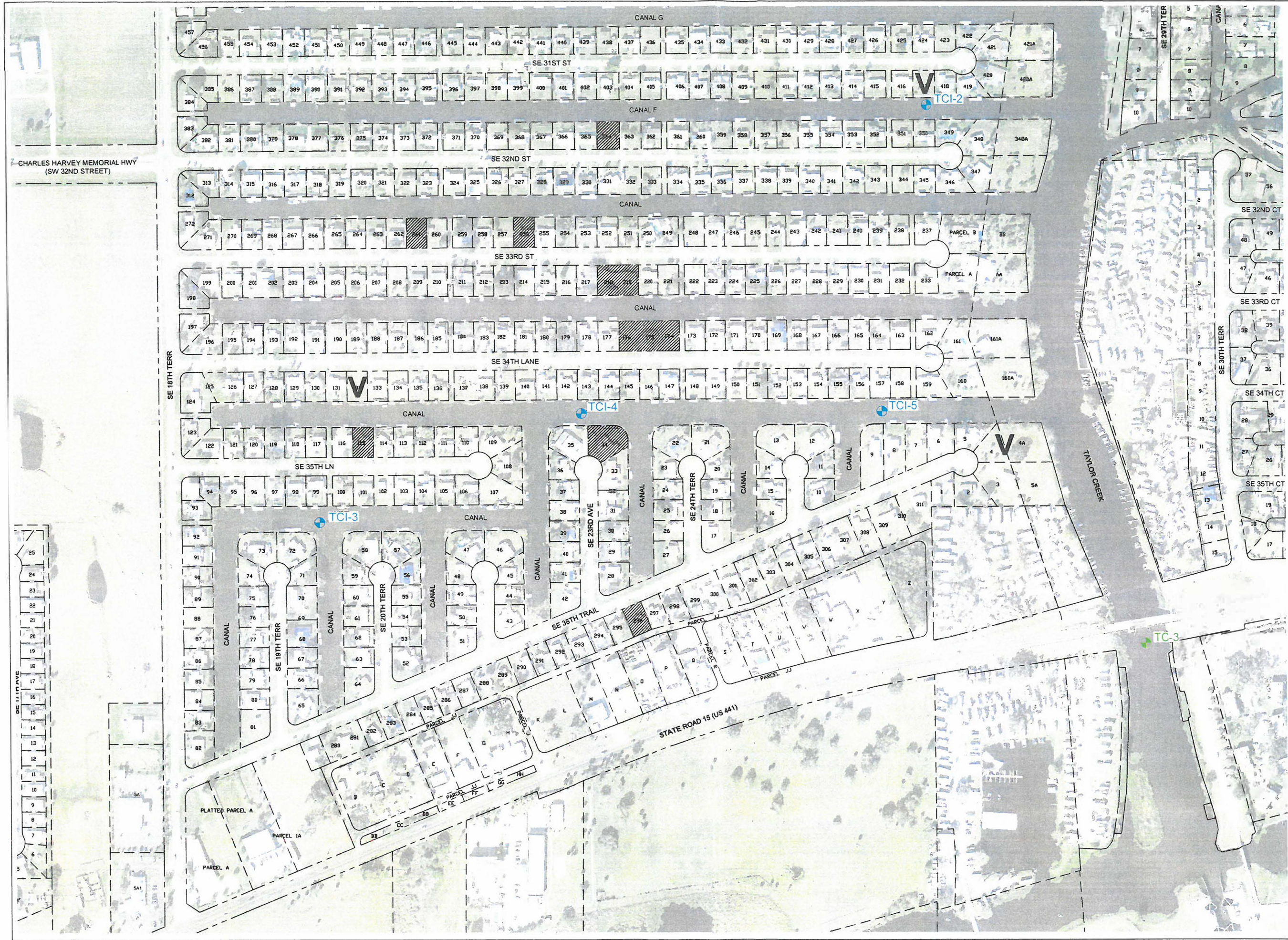
- LEGEND:**
- TI-1 TREASURE ISLAND WATER SAMPLE LOCATION
 - TC-1 TAYLOR CREEK WATER SAMPLE LOCATION
 - TCI-1 TAYLOR CREEK ISLES WATER SAMPLE LOCATION
 - LOT ON SEPTIC TANK*
 - LOT ON OUA SEWER SYSTEM*
 - VACANT LOT

* LOTS ONLY WEST OF TAYLOR CREEK

KEY SHEET
OKEECHOBEE UTILITY AUTHORITY
TAYLOR CREEK WATER QUALITY STUDY
(MARCH 2017 - MAY 2018)



FIGURE 2



- LEGEND:**
- TCI-1 TREASURE ISLAND WATER SAMPLE LOCATION
 - TC-1 TAYLOR CREEK WATER SAMPLE LOCATION
 - TCI-1 TAYLOR CREEK ISLES WATER SAMPLE LOCATION
 - LOT ON SEPTIC TANK*
 - LOT ON OUA SEWER SYSTEM*
 - VACANT LOT
- * LOTS ONLY WEST OF TAYLOR CREEK

KEY SHEET
OKEECHOBEE UTILITY AUTHORITY
TAYLOR CREEK WATER QUALITY STUDY
(MARCH 2017 - MAY 2018)



FIGURE 3



TCI PROPERTIES TO BE CONNECTED

0 25 50 100

HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0020-00000-1450 (23443) | MOBILE HOME (0200) | 0.667 AC

TAYLOR CREEK ISLES UNIT II (PLAT BOOK 5 PAGES 84 & 85) LOT 145 TOGETHER WITH THAT CERTAIN MANUFACTURED HOME DESCRIBED AS A 1991 REDM WITH VIN NO: 1300

**Owner: RADFORD RONALD L
RADFORD BEVERLY ANN**

2091 SE 24TH BLVD
OKEECHOBEE, FL 34974

Site:
2091 SE 24TH BLVD
OKEECHOBEE

Sales 1/31/2019 \$189,000 I(Q)
5/22/2015 \$100 I(U)
Info 5/19/2015 \$158,000 I(Q)

2023 Certified Values

Mkt Lnd	\$91,800	Appraised	\$248,411
Ag Lnd	\$0	Assessed	\$167,490
Bldg	\$114,636	Exempt	\$50,000
XFOB	\$41,975	Total	county:\$117,490
Just	\$248,411	Taxable	other:\$117,490
			school:\$142,490

NOTES:

Okeechobee County, FL



The information presented on this website was derived from data which was compiled by the Okeechobee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This website was last updated: 4/4/2024 and may not reflect the data currently on file at our office.



TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE
8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0050-00000-1240 (23515) | MOBILE HOME (0200) | 0.62 AC

TAYLOR CREEK ISLES UNIT V (PLAT BOOK 6 PAGE 13) LOT 124

Owner: **KUHN NANCY JEAN
WATERS MICHAEL FRANK**

2551 SE 24TH BLVD
OKEECHOBEE, FL 34974

Site: 2551 SE 24TH BLVD
OKEECHOBEE

Sales Info: 6/9/2022 \$279,000 1(Q)
9/9/2010 \$100 1(U)
5/1/2008 \$100 1(U)

2023 Certified Values

Mkt Lnd	\$85,500	Appraised	\$215,442
Ag Lnd	\$0	Assessed	\$215,442
Bldg	\$121,962	Exempt	\$75,000
XFOB	\$7,980	Total county:	\$140,442
Just	\$215,442	Taxable other:	\$165,442
		school:	\$190,442

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100



HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



CONNECT INTO EXIST. C.O.

59 LF

SEPTIC TANK SEE NOTE #1

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0030-00000-1690 (23482) | MOBILE HOME (0200) | 0.25 AC

TAYLOR CREEK ISLES UNIT III (PLAT BOOK 5 PAGES 95 & 96) LOT 169

Owner: **GILROY LUCILLE Z FOWLER PATRICIA L**

2180 SE 24TH BLVD
OKEECHOBEE, FL 34974

Site: 2180 SE 24TH BLVD
OKEECHOBEE

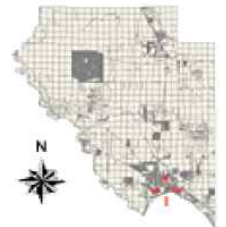
Sales Info: 6/5/2003 \$0 I (U)
11/8/2002 \$16,900 V (U)
3/1/1995 \$13,700 V (Q)

2023 Certified Values

Mkt Lnd	\$18,000	Appraised	\$143,689
Ag Lnd	\$0	Assessed	\$51,866
Bldg	\$123,478	Exempt	\$26,866
XFOB	\$2,211	Total	county: \$25,000
Just	\$143,689	Taxable	other: \$25,000 school: \$26,866

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0030-0000-0710 (23468) | MOBILE HOME (0200) | 0.411 AC

TAYLOR CREEK ISLES UNIT III (PLAT BOOK 5 PAGES 95 & 96) LOT 71

Owner:
COLLINS CANDY S
BARNES STEVEN M
2030 SE 24TH BLVD
OKEECHOBEE, FL 34974-6438

Site:
2030 SE 24TH BLVD
OKEECHOBEE

Sales Info
8/15/2008 \$100 I (U)
6/20/2002 \$0 I (U)
3/1/1986 \$12,250 V (Q)

2023 Certified Values

Mkt Lnd	\$18,000	Appraised	\$175,339
Ag Lnd	\$0	Assessed	\$65,642
Bldg	\$152,033	Exempt	\$45,642
XFOB	\$5,306	Total	county: \$20,000
Just	\$175,339	Taxable	other: \$20,000
			school: \$35,642

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0030-00000-0700 (23467) | MOBILE HOME (O200) | 0.426 AC

TAYLOR CREEK ISLES UNIT III (PLAT BOOK 5 PAGES 95 & 96) LOT 70

TACKETT JIMMY D

Owner: 1980 SE 24TH BLVD
OKEECHOBEE, FL 34974

Site: 1980 SE 24TH BLVD
OKEECHOBEE

Sales Info
5/14/1998 \$0 I(U)
10/29/1997 \$45,000 I(Q)
10/28/1997 \$0 I(U)

2023 Certified Values

Mkt Lnd	\$18,000	Appraised	\$93,489
Ag Lnd	\$0	Assessed	\$46,123
Bldg	\$75,489	Exempt	\$25,000
XFOB	\$0	Total	county:\$21,123
Just	\$93,489	Taxable	other:\$21,123
			school:\$21,123

NOTES:

Okeechobee County, FL



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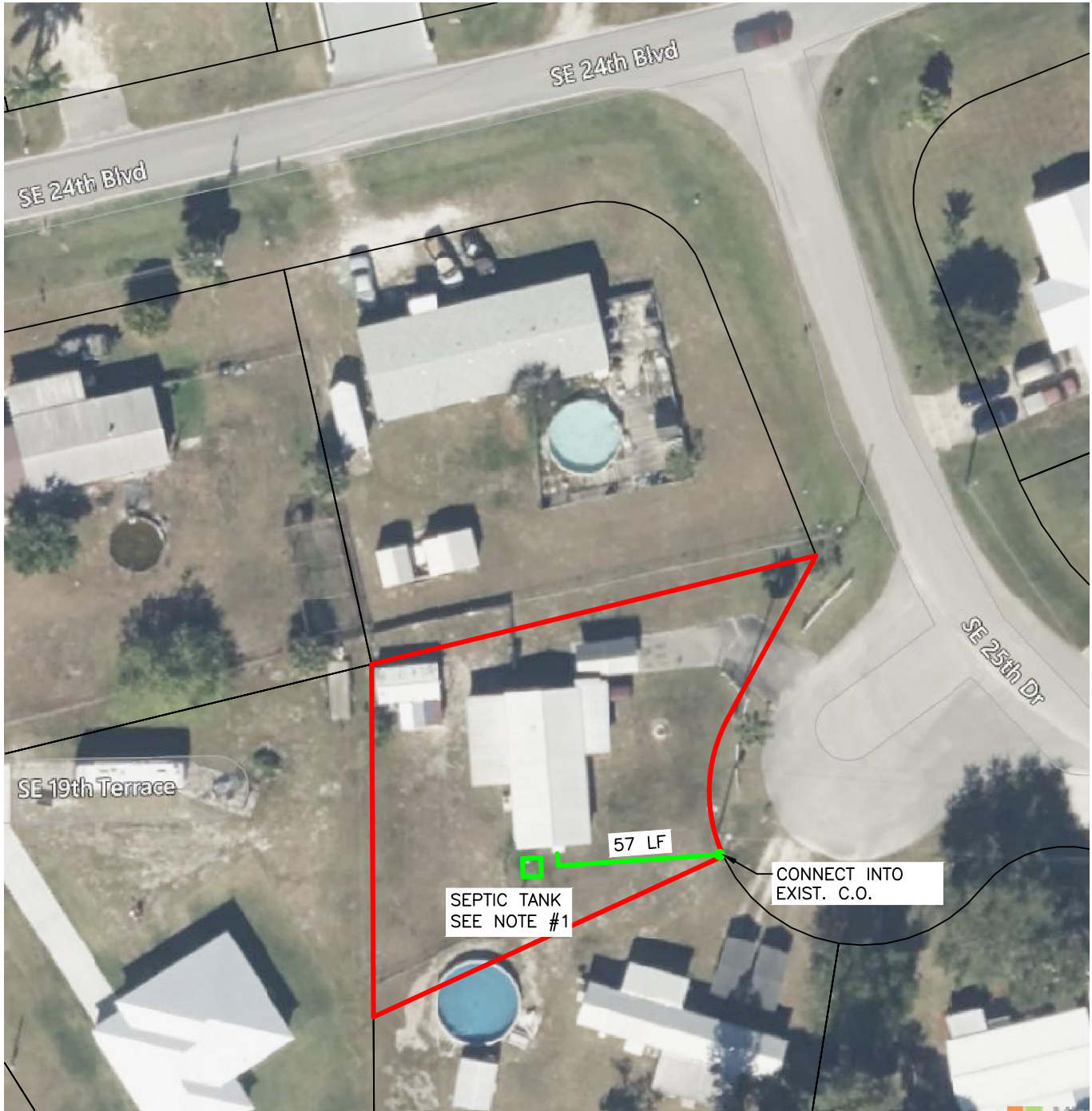
TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0030-00000-0720 (23469) | MOBILE HOME (0200) | 0.283 AC

TAYLOR CREEK ISLES UNIT III (PLAT BOOK 5 PAGES 95 & 96) LOT 72

STONE JAMES A

Owner: 2030 SE 25TH DRIVE
OKEECHOBEE, FL 34974

Site: 2030 SE 25TH DR
OKEECHOBEE

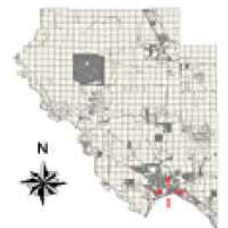
Sales 7/26/2000 \$52,500 1(Q)
5/1/1993 \$42,000 1(Q)
Info 12/1/1985 \$11,500 V(Q)

2023 Certified Values

Mkt Lnd	\$18,000	Appraised	\$89,737
Ag Lnd	\$0	Assessed	\$32,743
Bldg	\$69,281	Exempt	\$25,000
XFOB	\$2,456	Total	county:\$7,743
Just	\$89,737	Taxable	other:\$7,743 school:\$7,743

NOTES:

Okeechobee County, FL



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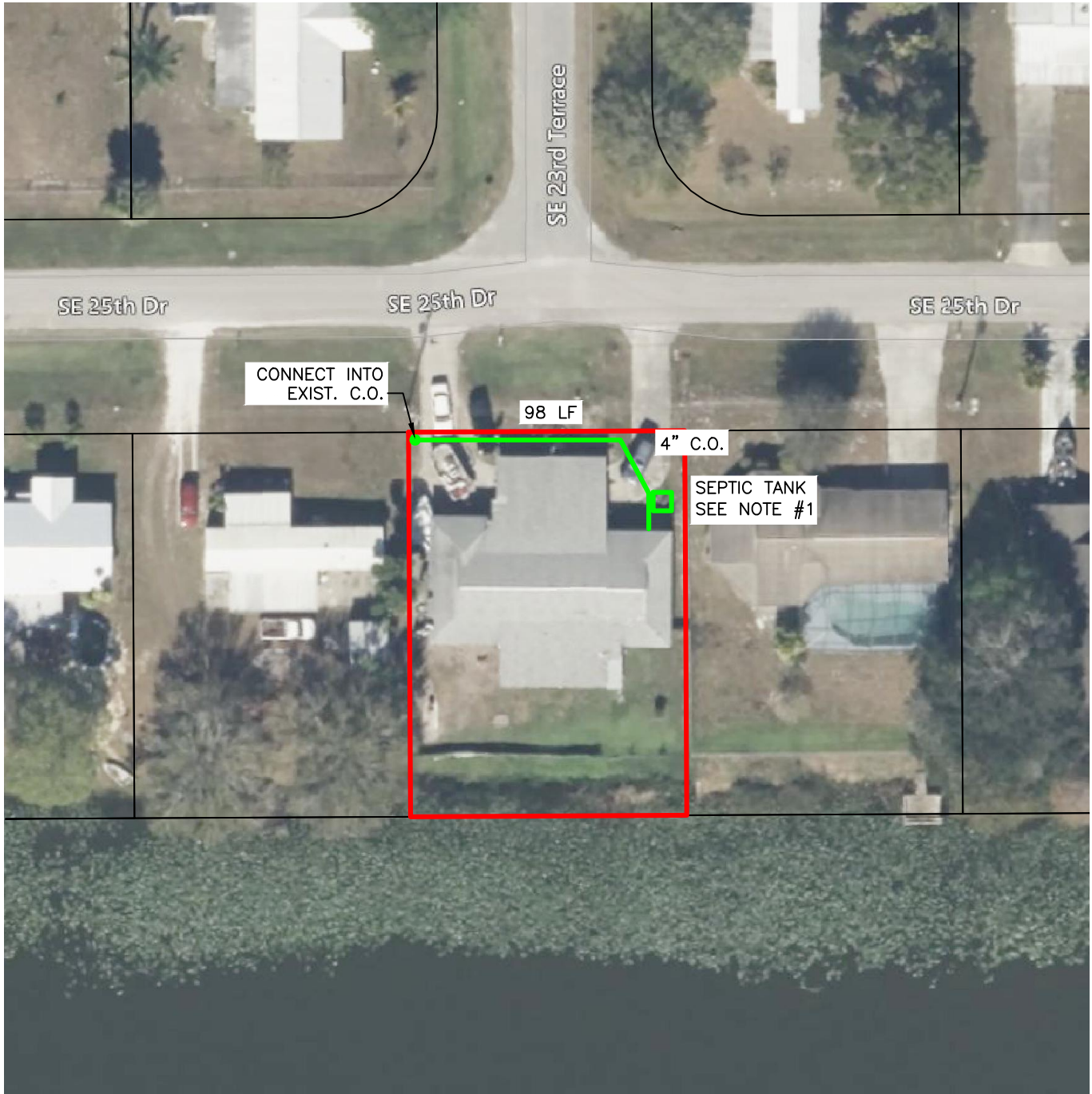


TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE
8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0040-00000-0840 (23493) | SINGLE FAMILY (0100) | 0.258 AC

TAYLOR CREEK ISLES UNIT IV (PLAT BOOK 6 PAGE 10) LOT 84

Owner: **ERICKSON JEANETTE L
FLANAGAN PATRICK S**
2350 SE 25TH DR
OKEECHOBEE, FL 34974-6439

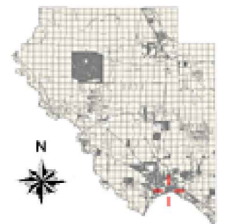
Site: 2350 SE 25TH DR
OKEECHOBEE

Sales Info
8/27/2022 \$165,000 I(U)
12/16/2004 \$78,500 I(U)
9/17/2004 \$0 I(U)

2023 Certified Values			
Mkt Lnd	\$25,000	Appraised	\$109,358
Ag Lnd	\$0	Assessed	\$109,358
Bldg	\$84,358	Exempt	\$60,000
XFOB	\$0	Total	county:\$49,358
Just	\$109,358	Taxable	other:\$49,358
			school:\$74,358

NOTES:

Okeechobee County, FL



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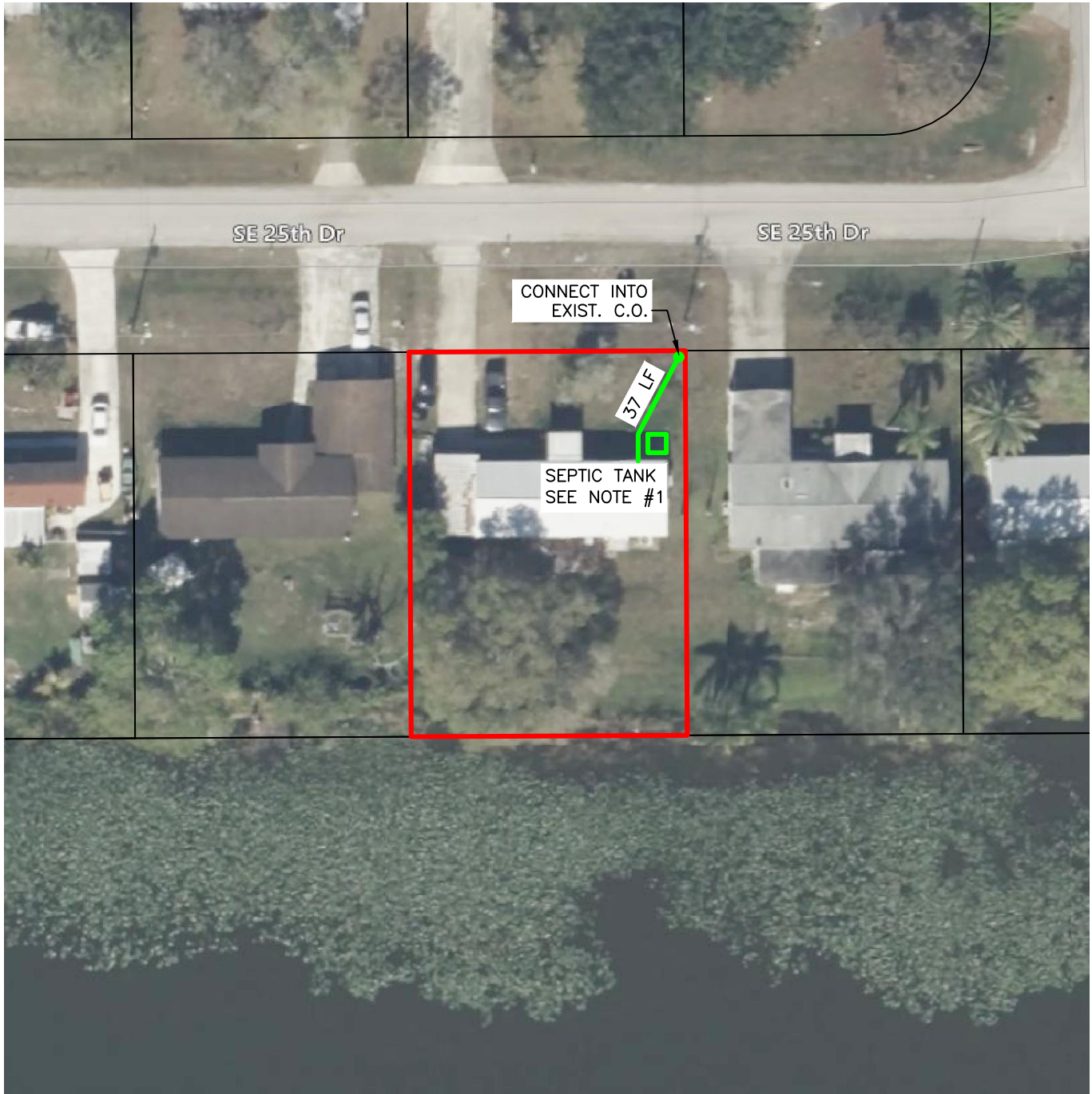


TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE
8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-26-37-35-0040-00000-0910 (23500) | MOBILE HOME (0200) | 0.258 AC

TAYLOR CREEK ISLES UNIT IV (PLAT BOOK 6 PAGE 10) LOT 91

Owner: **CHESSER JANET**
RHODES EUGENE
2580 SE 25TH DR
OKEECHOBEE, FL 34974-6478

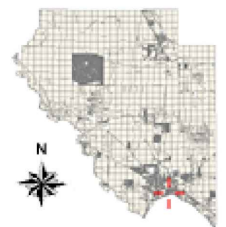
Site: 2580 SE 25TH DR
OKEECHOBEE

Sales 7/19/2022 \$56,000 I(Q)
Info 7/19/2022 \$100 I(U)
6/20/2017 \$100 I(U)

2023 Certified Values			
Mkt Lnd	\$25,000	Appraised	\$115,824
Ag Lnd	\$0	Assessed	\$115,824
Bldg	\$88,948	Exempt	\$0
XFOB	\$1,876	Total	county:\$115,824
Just	\$115,824	Taxable	other:\$115,824
			school:\$115,824

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100



HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-35-37-35-0020-00000-2610 (26590) | MOBILE HOME (0200) | 0.189 AC

TAYLOR CREEK ISLES SECTION ONE (PLAT BOOK 3 PAGES 59 & 59A) LOT 261

Owner:
COLLINS RALPH J
COLLINS BARBARA N
6480 PARK ST
HOLLYWOOD, FL 33024-000

Site:
2101 SE 33RD ST
OKEECHOBEE

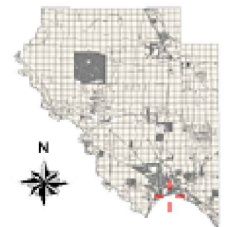
Sales Info:
2/1/1993 \$48,000 1(Q)
7/1/1988 \$35,000 1(Q)
6/1/1988 \$22,500 1(U)

2023 Certified Values

Mkt Lnd	\$42,000	Appraised	\$67,057
Ag Lnd	\$0	Assessed	\$67,057
Bldg	\$20,139	Exempt	\$0
XFOB	\$4,918	Total	county:\$45,526
Just	\$67,057	Taxable	other:\$45,526 school:\$67,057

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

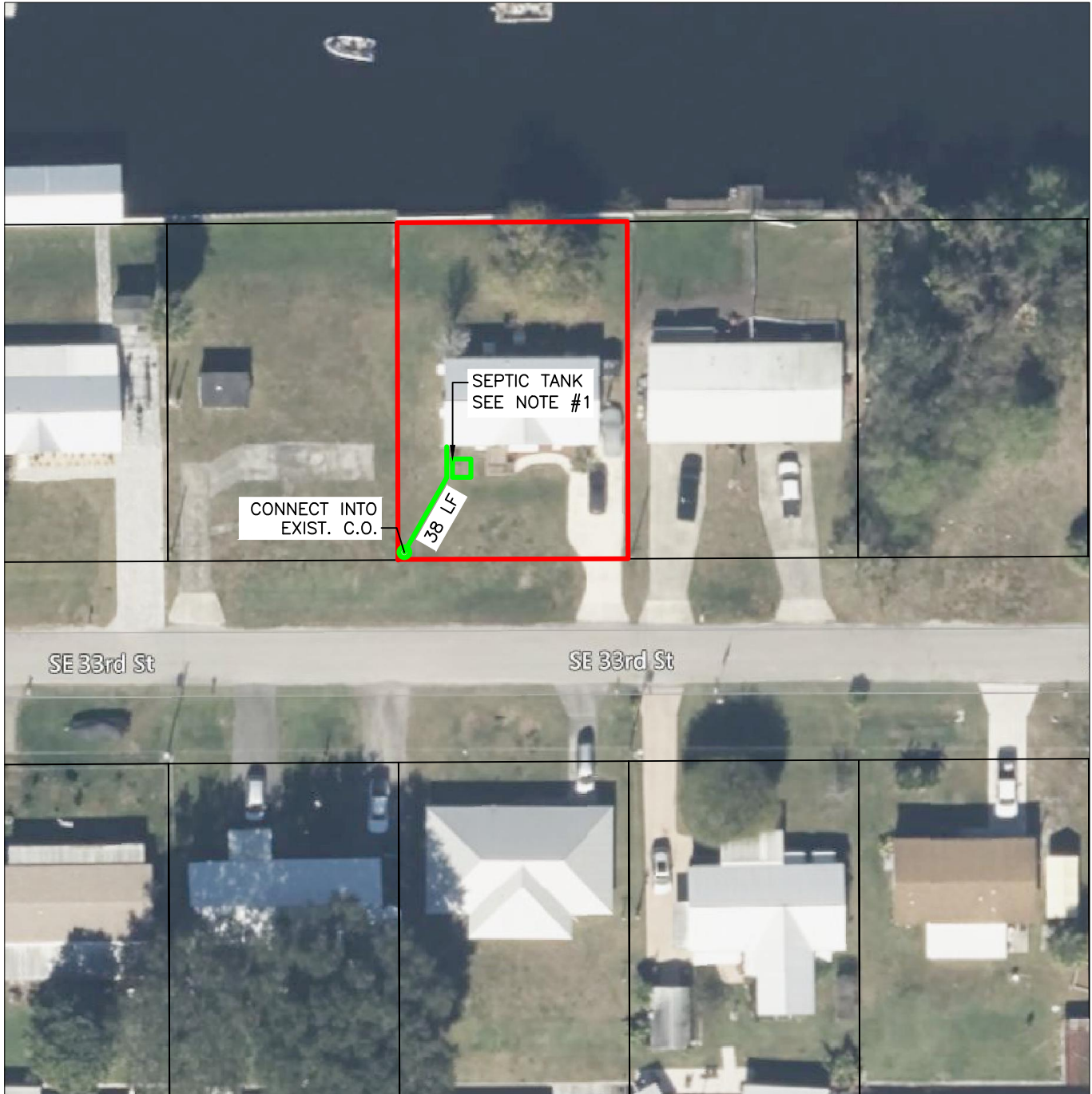
NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100



HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-35-37-35-0020-00000-2560 (26585) | MOBILE HOME (0200) | 0.189 AC

NOTES:

Okeechobee County, FL

TAYLOR CREEK ISLES SECTION ONE (PLAT BOOK 3 PAGES 59 & 59A) LOT 256

WANNERTON TONY ROY

2023 Certified Values

Owner: 2211 SE 33RD ST
OKEECHOBEE, FL 34974-6763

Mkt Lnd \$42,000 Appraised \$164,460

Ag Lnd \$0 Assessed \$102,619

Site: 2211 SE 33RD ST
OKEECHOBEE

Bldg \$111,926 Exempt \$50,000

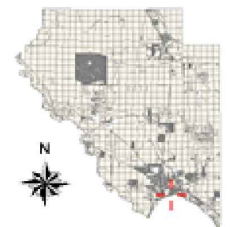
XFOB \$10,534 Total county:\$52,619

Sales 9/20/2018 \$100 I(U)

Just \$164,460 Total other:\$52,619

Info 8/10/2018 \$125,000 I(Q)

7/23/2007 \$0 I(U)



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-35-37-35-0020-00000-2190 (26550) | SINGLE FAMILY (0100) | 0.378 AC

TAYLOR CREEK ISLES SECTION ONE (PLAT BOOK 3 PAGES 59 & 59A) LOT 218 & 219

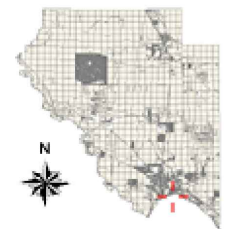
NOTES:

Okeechobee County, FL

TRENT RONALD L

2023 Certified Values

Owner: 2322 SE 33 ST	Mkt Lnd	\$84,000	Appraised	\$287,505
OKEECHOBEE, FL 34974-6764	Ag Lnd	\$0	Assessed	\$123,066
Site: 2322 SE 33RD ST	Bldg	\$190,625	Exempt	\$50,000
OKEECHOBEE	XFOB	\$12,880	Total	county:\$73,066
Sales Info	Just	\$287,505	Taxable	other:\$73,066
3/1/1994 \$100 I(U)				school:\$98,066
2/1/1980 \$7,600 V(Q)				



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE
8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-35-37-35-0020-00000-1740 (26509) | SINGLE FAMILY (0100) | 0.567 AC

TAYLOR CREEK ISLES SECTION ONE (PLAT BOOK 3 PAGES 59 & 59A) LOTS 174, 175 & 176

BOSWOOD WILLIAM CHARLES SR

2023 Certified Values

DAVIS PAGGAE SUE

Mkt Lnd \$105,000 Appraised \$252,971

Owner: 2333 SE 34TH LN
OKEECHOBEE, FL 34974-7057

Ag Lnd \$0 Assessed \$252,971

Bldg \$135,127 Exempt \$0

Site: 2333 SE 34TH LANE OKEECHOBEE

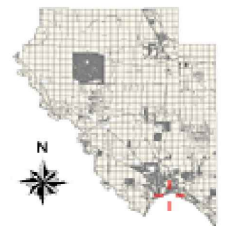
XFOB \$12,844 Total county:\$234,884

Sales 3/30/2021 \$100 I(U)
10/3/2018 \$160,000 I(Q)
Info 3/14/2018 \$100 I(U)

Just \$252,971 Taxable other:\$234,884
school:\$252,971

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

0 25 50 100

HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-35-37-35-0030-00000-2960 (26617) | MOBILE HOME (0200) | 0.189 AC

TAYLOR CREEK ISLES SECTION TWO (PLAT BOOK 3 PAGE 89) LOT 296

Owner:
WARREN CHARLES
WARREN CINDY

2328 SE 38TH TRAIL
OKEECHOBEE, FL 34974

Site:
2328 SE 38TH TRAIL
OKEECHOBEE

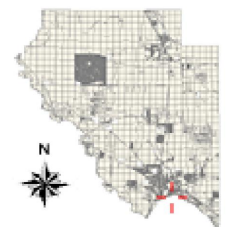
Sales	10/24/2003	\$52,500	I (Q)
Info	5/25/2001	\$27,400	I (Q)
	11/1/1990	\$35,000	I (Q)

2023 Certified Values

Mkt Lnd	\$20,000	Appraised	\$78,398
Ag Lnd	\$0	Assessed	\$33,934
Bldg	\$56,804	Exempt	\$25,000
XFOB	\$1,594	Total	county:\$8,934
Just	\$78,398	Taxable	other:\$8,934
			school:\$8,934

NOTES:

Okeechobee County, FL



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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION

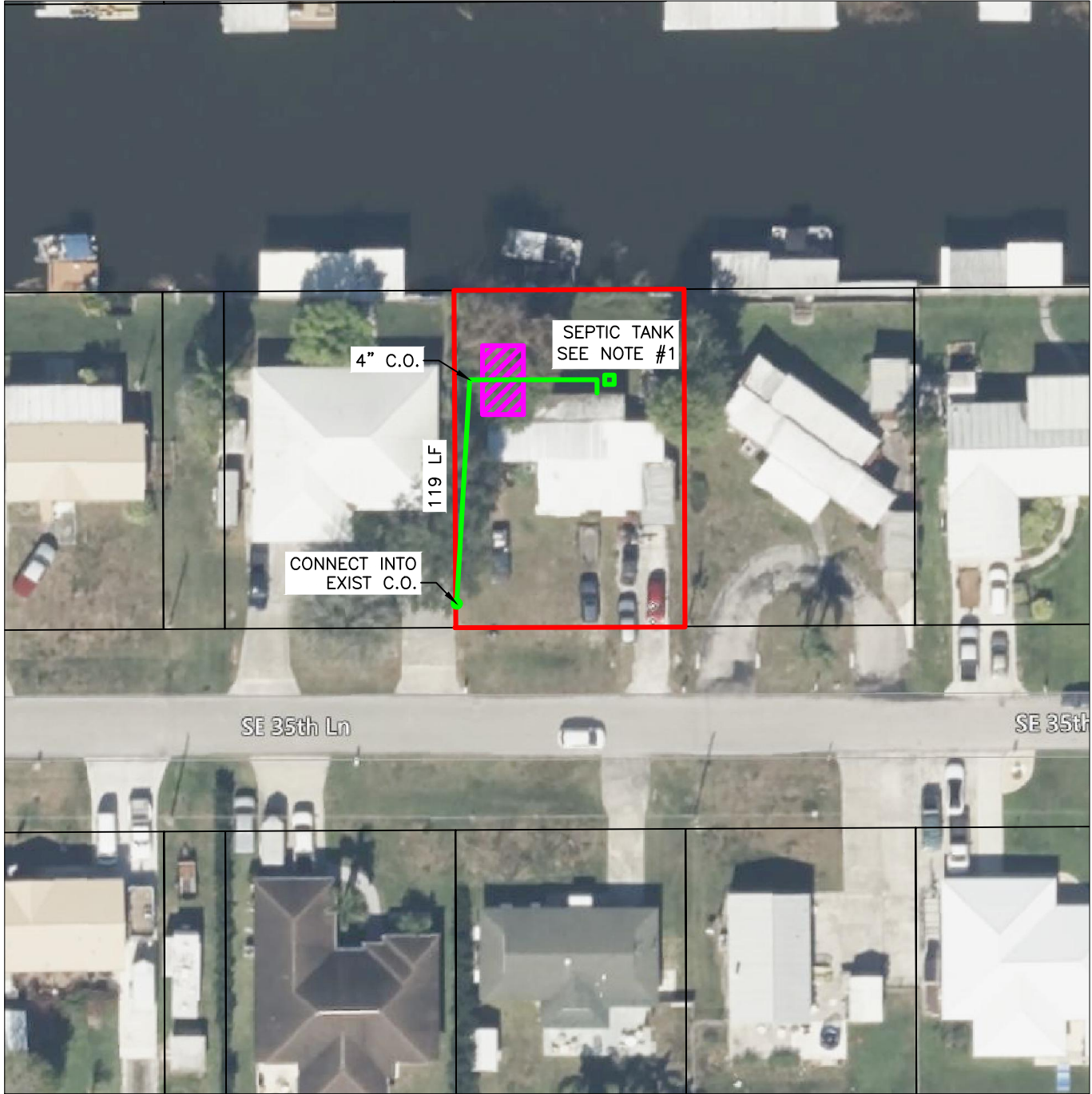
NOTE 2: SQUARE HATCH AREA IS SMALL, ENCLOSED TRAILER CONFLICT.

0 25 50 100



HORIZONTAL GRAPHIC SCALE

8.5" X 11" SCALE: 1" = 50'-0"



Okeechobee County Property Appraiser

Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

PARCEL: 1-35-37-35-0020-00000-1150 (26452) | MOBILE HOME (0200) | 0.189 AC

TAYLOR CREEK ISLES SECTION ONE (PLAT BOOK 3 PAGES 59 & 59A) LOT 115

BRYANT CHARLES H III

Owner: 2025 SE 35TH LANE
OKEECHOBEE, FL 34974-7003

Site: 2025 SE 35TH LANE
OKEECHOBEE

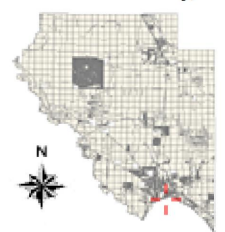
Sales Info: 3/17/2003 \$0 I(U)
4/1/1981 \$3,800 I(Q)

2023 Certified Values

Mkt Lnd	\$42,000	Appraised	\$64,365
Ag Lnd	\$0	Assessed	\$29,972
Bldg	\$18,917	Exempt	\$25,000
XFOB	\$3,448	Total	county:\$4,972
Just	\$64,365	Taxable	other:\$4,972
			school:\$4,972

NOTES:

Okeechobee County, FL

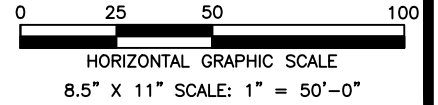


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TCI PROPERTIES TO BE CONNECTED

NOTE 1: INSTALL 4" SDR 35 PVC LATERAL AND 4" CLEAN OUT @ HOUSE CONNECTION



PARCEL: 1-35-37-35-0020-00000-0340 (26370) | MOBILE HOME (0200) | 0.347 AC

TAYLOR CREEK ISLES SECTION ONE (PLAT BOOK 3 PAGES 59 & 59A) LOT 34

LEWIS PATRICIA L

Owner: 3502 SE 23RD AVE
OKEECHOBEE, FL 34974-7052
Site: 3502 SE 23RD AVE
OKEECHOBEE

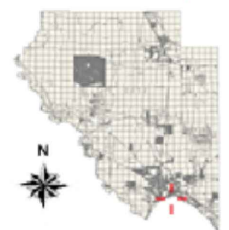
2023 Certified Values

Mkt Lnd	\$52,500	Appraised	\$130,154
Ag Lnd	\$0	Assessed	\$73,405
Bldg	\$62,441	Exempt	\$53,405
XFOB	\$15,213	Total	county:\$20,000
Just	\$130,154	Taxable	other:\$20,000
			school:\$43,405

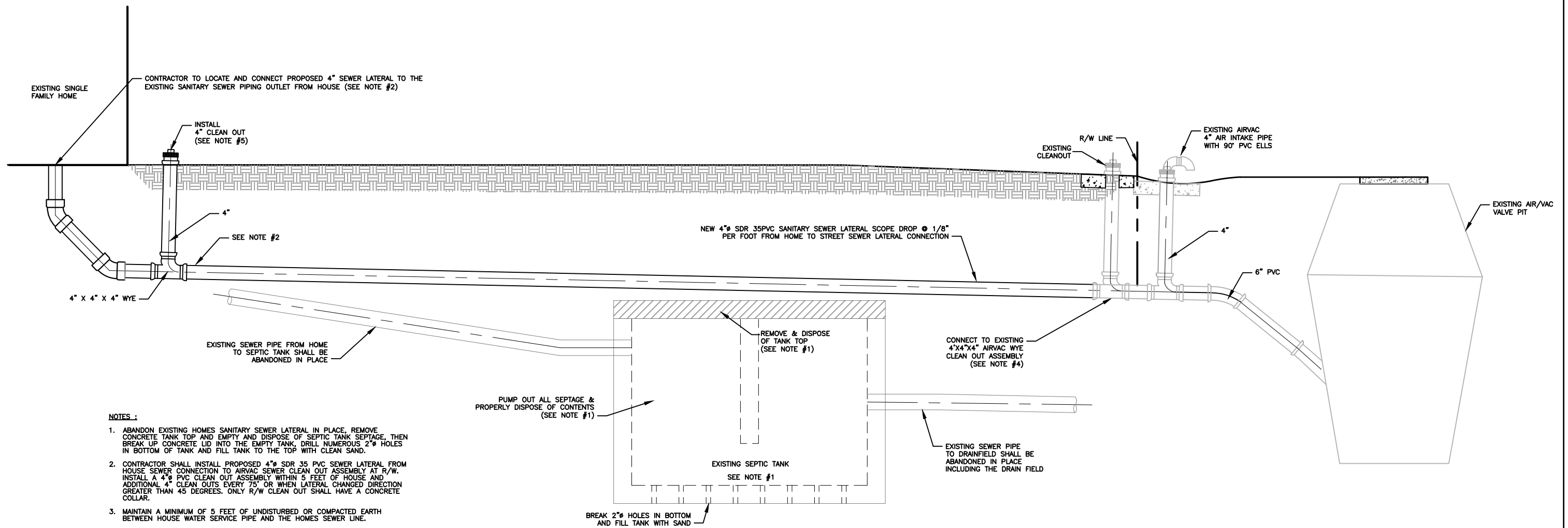
Sales	2/14/2018	\$100	I(U)
Info	2/2/2018	\$100	I(U)
	2/2/2018	\$0	I(U)

NOTES:

Okeechobee County, FL



The information presented on this website was derived from data which was compiled by the Okeechobee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This website was last updated: 4/11/2024 and may not reflect the data currently on file at our office.



NOTES:

1. ABANDON EXISTING HOMES SANITARY SEWER LATERAL IN PLACE. REMOVE CONCRETE TANK TOP AND EMPTY AND DISPOSE OF SEPTIC TANK SEPTAGE, THEN BREAK UP CONCRETE LID INTO THE EMPTY TANK, DRILL NUMEROUS 2" HOLES IN BOTTOM OF TANK AND FILL TANK TO THE TOP WITH CLEAN SAND.
2. CONTRACTOR SHALL INSTALL PROPOSED 4" SDR 35 PVC SEWER LATERAL FROM HOUSE SEWER CONNECTION TO AIRVAC SEWER CLEAN OUT ASSEMBLY AT R/W. INSTALL A 4" PVC CLEAN OUT ASSEMBLY WITHIN 5 FEET OF HOUSE AND ADDITIONAL 4" CLEAN OUTS EVERY 75' OR WHEN LATERAL CHANGED DIRECTION GREATER THAN 45 DEGREES. ONLY R/W CLEAN OUT SHALL HAVE A CONCRETE COLLAR.
3. MAINTAIN A MINIMUM OF 5 FEET OF UNDISTURBED OR COMPACTED EARTH BETWEEN HOUSE WATER SERVICE PIPE AND THE HOMES SEWER LINE.
4. CONTRACTOR SHALL DIG UP EXISTING 4" AIRVAC SEWER CLEAN OUT LOCATED AT R/W LINE AND CONNECT PROPOSED 4" SDR PVC SEWER LATERAL WITH A SLOPE OF 1/8" PER FOOT, AS SHOWN.
5. THE PVC CLEAN OUT AT HOUSE ASSEMBLY SHALL BE 2" ABOVE GRADE. THE TOP OF LATERAL CLEAN OUTS SHALL BE 1"-2" BELOW GRADE.

TYPICAL SEPTIC TANK ABANDONMENT AND 4" SEWER LATERAL CONNECTION TO 4" AIRVAC SEWER LATERAL @ R/W

NO.	DATE	REVISION	BY

Date: 01/01/20XX
 Designed: GAG
 Drawn: JL
 Checked: GAG

APPROVED BY: DANIEL E. SHONK, P.E.
 DATE: _____
 FLORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 1425 E NEWPORT CENTER DRIVE
 DEERFIELD BEACH, FLORIDA 33442
 (954) 782-8222
 CERTIFICATE NO. LB0003110

PREPARED FOR:
OKEECHOBEE COUNTY

OKEECHOBEE UTILITY AUTHORITY
 SEPTIC TANK ABANDONMENT DETAIL

FILE NAME: XR-08-24-022-ENG-BASE.dwg
 LAST SAVED: 06/19/24 - 11:54am
 GAS PROJECT NUMBER
 08-24-022

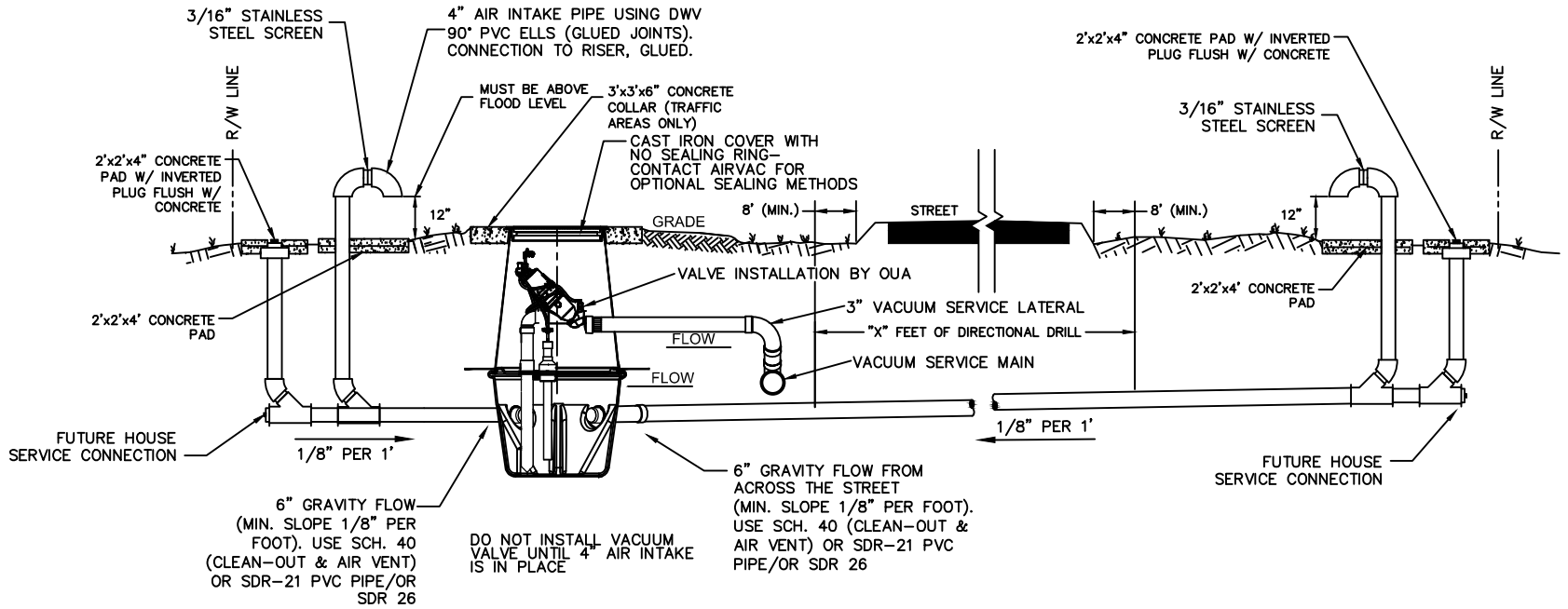
SHEET
C-01

DETAILS BASED
ON AIRVAC, INC.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS

REVISION
OCT. 2015

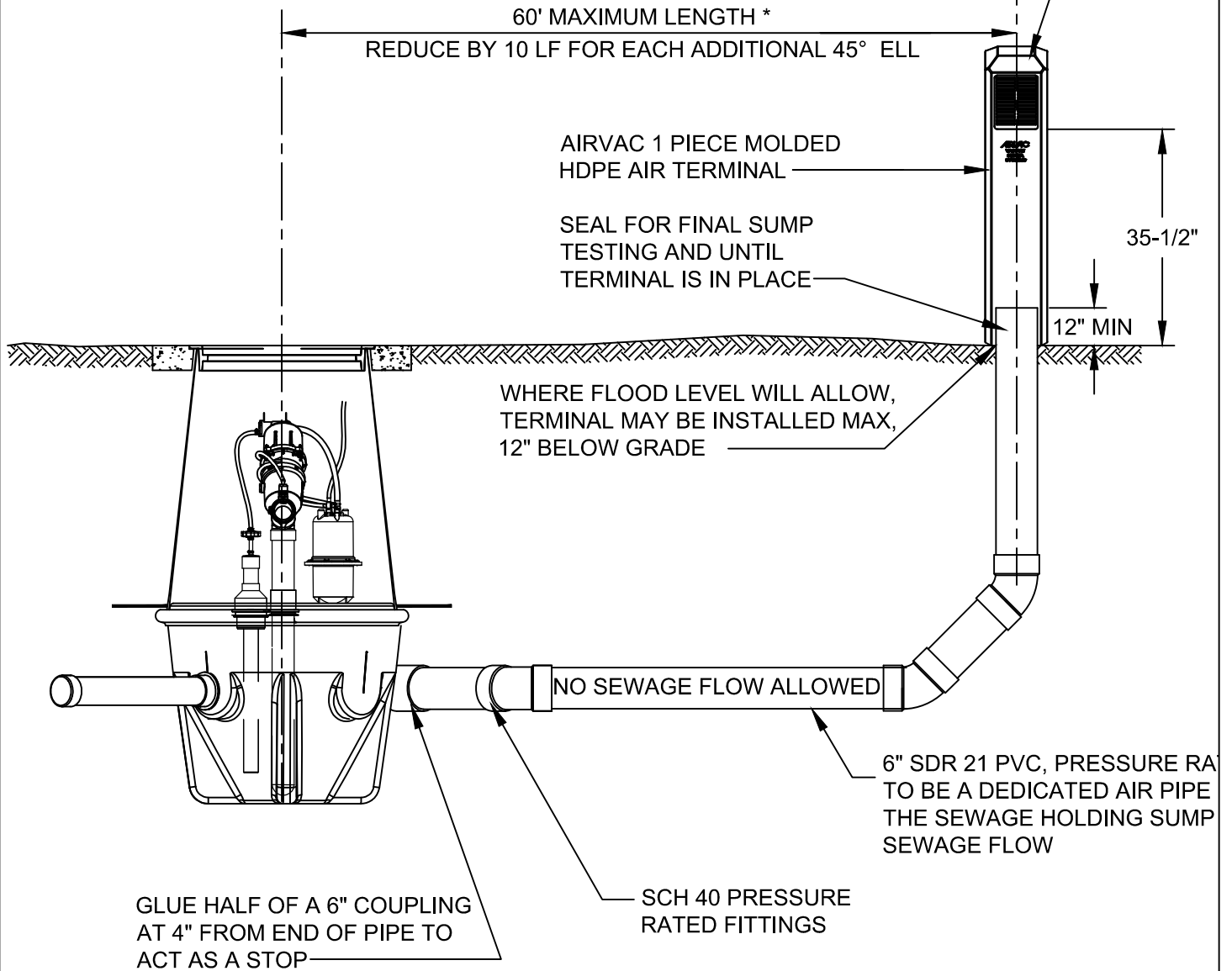
VALVE PIT / CONNECTION DETAILS



PAGE NO
V-7



ENLARGED VIEW OF ACCESS DOOR, INCLUDES AIR INLET WITH SLOTS FOR AIR FLOW. POSITION ABOVE HIGHEST FLOOD WATER LEVEL.

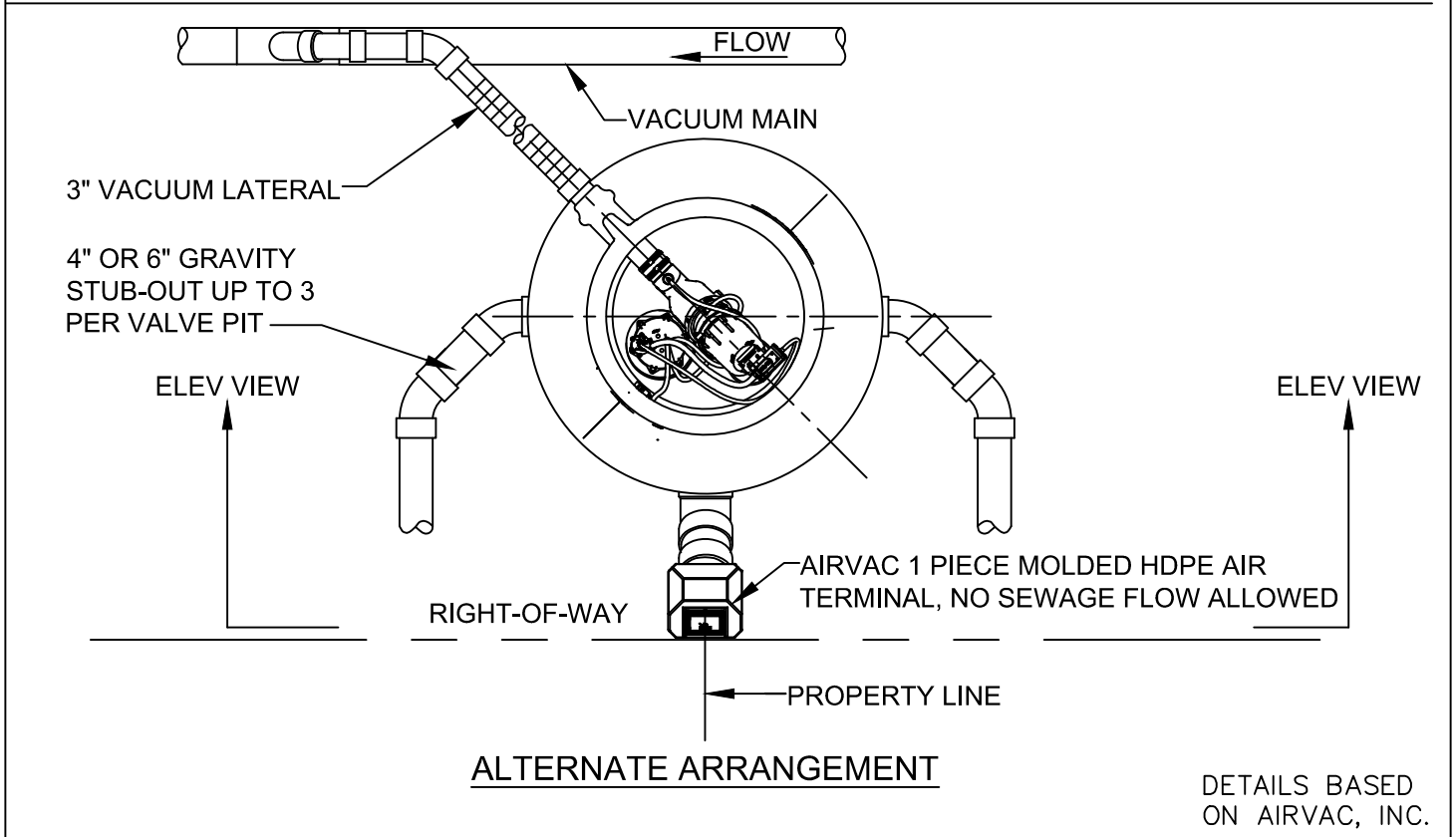
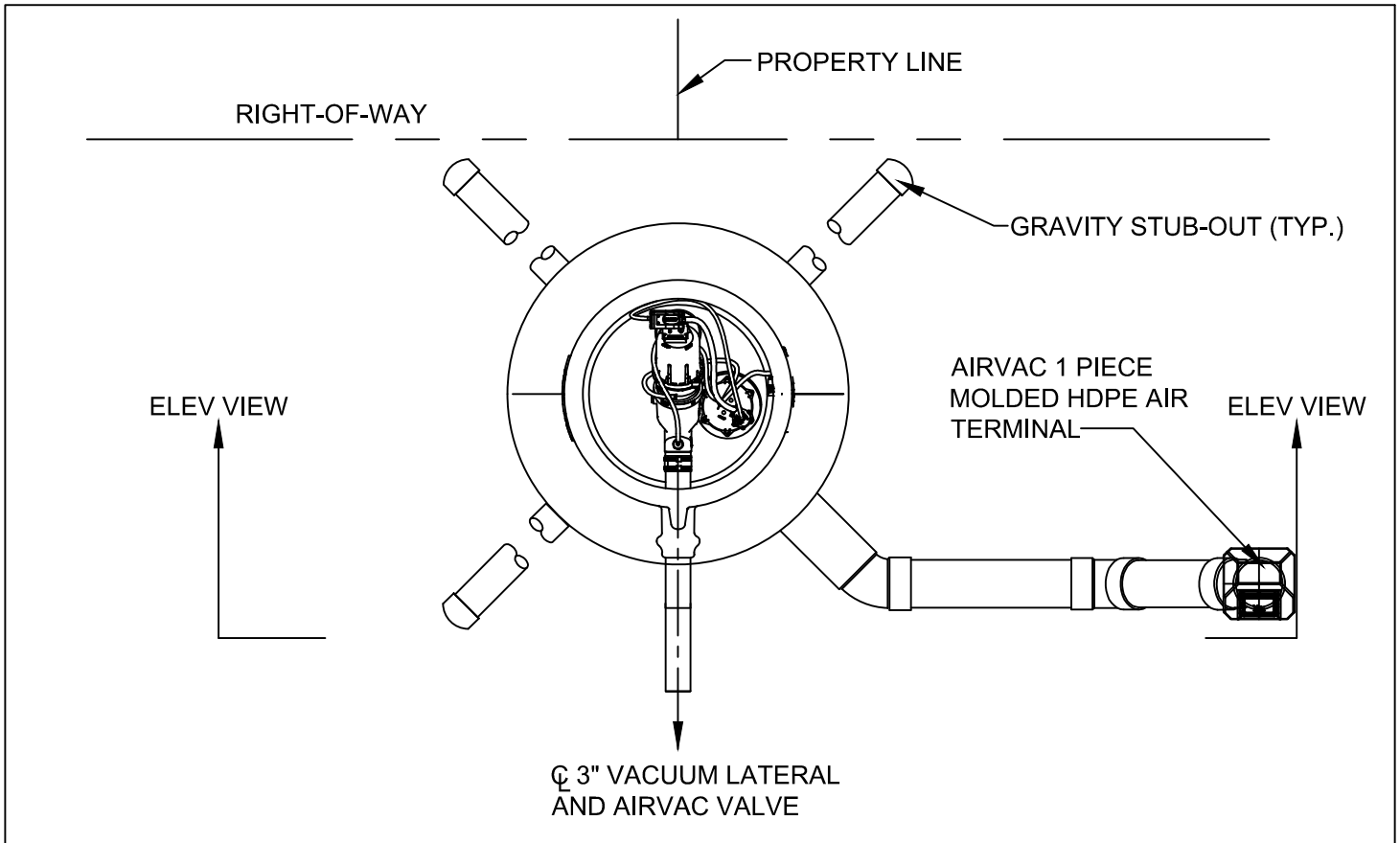


* 20' MIN IN AREAS WITH A WINTER DESIGN (DRY BULB TEMPERATURE 32° F OR LOWER)

DETAILS BASED ON AIRVAC, INC.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS

REVISION OCT. 2015	6" DEDICATED AIR TERMINAL (MOLDED) – ELEVATION	PAGE No V-20
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OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS

<p>REVISION OCT. 2015</p>	<p>6" DEDICATED AIR TERMINAL (MOLDED) – PLAN</p>	<p>PAGE No V-21</p>
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SECTION 00931
CHANGE ORDER

DATE OF ISSUANCE: - **December 11,2024**

No. #1

PROJECT: **OKEECHOBEE UTILITY AUTHORITY
TCI SEPTIC TO SEWER PROJECT
CAS PROJECT No. 08-24-022**

OWNER: **OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVE. OKEECHOBEE, FL 34974**

CONTRACTOR: **Wind River Environmental, LLC**

ENGINEER: **CRAIG A. SMITH & ASSOCIATES**

CONTRACT FOR: **OUA Taylor Creek Isles**

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION:

This is the final deduct change order to close out the Taylor Creek Isles Septic to Sewer project, as follows :
The projects bid amount was \$177,503.26 minus \$159,166.26 (total completed) = \$18,337.00 These were the remaining bid item quantities that were not installed. Therefore the \$18,337.00 is the remaining balance on this project

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$177,503.26	Original Contract Time 150 Days
Previous Change Orders NA	Net change from previous Change Orders 0 Days
Contract Price prior to this Change Order \$ 177,503.26	Contract Time prior to this Change Order 150 Days

Net increase/decrease of this Change Order \$18,337.00	Net Increase/decrease of this Change Order 0 Days
Contract Price with all approved Change Orders \$ 159,166.26	Contract Time with all approved Change Orders 150 Days

RECOMMENDED :

By *Greg A. Giarratana*
 CRAIG A. SMITH & ASSOCIATES

ACCEPTED :

By _____
 CONTRACTOR

APPROVED :

By _____
 OWNER

END OF SECTION



November 20, 2024

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. 1

Taylor Creek Isles, Septic to Sewer Improvement Project

Enclosed is Payment and Certificate No.1 for the above reference project from Wind River Environmental, LLC. (Cooke's Plumbing & Septic Services). We recommend funding the requested hard cost amount of \$60,229.26 as payment for work completed from 9/01/2024- 9/31/2024.

The work for which payment is being requested includes:

1. Payment of 100% of line item 1
2. Payment of 100% of line item 2
3. Payment of 100% of line item 3
4. 2180 SE 24th Blvd., 55 LF of sewer pipe, 1 ea. Septic tank abandonment
5. 2030 SE 24th Blvd., 133 SY of sod, 140 LF of sewer pipe, 1 ea. Septic Tank abandonment
6. 1980 SE 24th Blvd., 112 SY of sod, 72 LF of sewer pipe, 1 ea. Septic Tank abandonment
7. 2030 SE 25th Dr., 66 LF of sewer pipe, 1 ea. Septic Tank abandonment
8. 2580 SE 25th Dr., 48 LF of sewer pipe, 1 ea. Septic Tank abandonment
9. 2328 SE 38th Trail, 108 LF of sewer pipe, 1 ea. Septic Tank abandonment

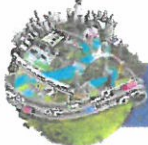
This pay request number one represents 34% of the project bid amount.

If you have any questions or require any additional information please let me know.

Regards,

Greg A. Giarratana
Senior Supervising Engineer
Craig A. Smith & Associates
(754) 224-6832

\\Cas-file\Projects\Counties\Okeechobee\08-24-022 OUA\CONSMGMT\DOCS\PAY_APPS\PR#1\Pay Request # 1 Letter.docx



954.782.8222.



1425 E. Newport Center Drive
Deerfield Beach, FL 33442



www.craigasmith.com



November 20, 2024

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. 2

Taylor Creek Isles, Septic to Sewer Improvement Project

Enclosed is Payment and Certificate No.2 for the above reference project from Wind River Environmental, LLC. (Cooke's Plumbing & Septic Services). We recommend funding the requested hard cost amount of \$34,882.00 as payment for work completed from 10/01/2024- 10/31/2024

The work for which payment is being requested includes:

1. 2180 SE 24th Blvd, 44 SY of Sod
2. 2030 SE 25th Dr. 67 SY of Sod
3. 2580 SE 25th DR. 95 SY of Sod
4. 2101 SE 33rd Street, 64 SY of Sod, 35 LF of sewer pipe, 1 ea. Septic Tank abandonment
5. 2211 SE 33rd Street, 41 SY of Sod, 39 LF of sewer pipe, 1 ea. Septic Tank abandonment
6. 2322 SE 33rd Street, 143 SY of Sod, 104 LF of sewer pipe, 1ea Septic Tank abandonment
7. 2328 38th Trail, 134 SY of Sod
8. 3502 SE 23rd Ave. 176 SY of Sod, 153 LF of sewer pipe, 1 ea. Septic Tank abandonment

This pay request number two represents 54% of the total project budget to date.

If you have any questions or need any additional information please let me know.

Regards,



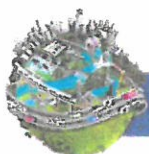
Greg A. Giarratana


Senior Supervising Engineer


Craig A. Smith & Associates


(754)-224-6932

\\Cas-file\Projects\Counties\Okeechobee\08-24-022 OUA\CONSMGMT\DOCS\PAY_APPS\PR#2\Pay Request # 2 Letter.docx



 954.782.8222.

 1425 E. Newport Center Drive
Deerfield Beach, FL 33442

 www.craigasmith.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

DECEMBER 17, 2024

DISCUSSION AGENDA

KING'S BAY US441SE WATER MAIN EXTENSION

Please find attached a deductive change order removing unused contingency money from the contract and a final pay application for the contractor.

The project is complete and in use as the OUA has already connected several new water customers. The project went very smoothly due to OUA employees, engineer and contractor involvement.

OUA staff is recommending:

- Approval of Change Order No. 1 for a deduct of \$24,700.00 bringing the total contract price to \$183,184.00; and
- Approval of Payment Request No. 1 in the amount of \$183,184.00 to B & B Site Development, Inc.

CHANGE ORDER #1

DATE: November 26, 2024

PROJECT NAME: KING'S BAY US HWY 441 SE WATERMAIN EXTENSION FINAL QUANTITIES

OWNER: OKEECHOBEE UTILITY AUTHORITY

CONTRACTOR: B&B SITE DEVELOPMENT, INC.

THE FOLLOWING CHANGES: ADDITION OF THREE WATER SERVICES AT A COST OF \$500 EACH TO BE PAID UNDER THE PROJECT CONTINGENCY. DEDUCTION OF ONE SAMPLE POINT NOT INSTALLED.

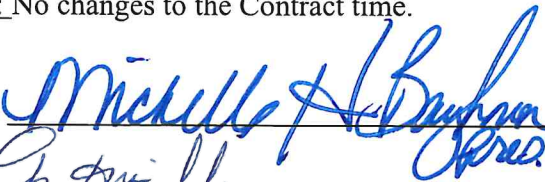
JUSTIFICATION: NEW SERVICES FURNISHED AND INSTALLED PER THE REQUEST OF THE OKEECHOBEE UTILITY AUTHORITY.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE:	\$207,884.00
Current Contract Price	\$207,884.00
Contract Price due to this Change Order will be <i>DECREASED</i> by:	\$24,700.00
The New Contract Price including this Change Order will be:	\$183,184.00
Payments Made to Date	\$0.00
Balance to Finish, Including Retainage	\$183,184.00

CHANGE TO CONTRACT TIME: No changes to the Contract time.

APPROVED BY CONTRACTOR:

 11-26-2024
DATE

APPROVED BY ENGINEER:

 12/3/24
DATE

APPROVED BY OWNER:

OKEECHOBEE UTILITY AUTHORITY DATE

Kings Bay US Hwy 441 SE Watermain Extension Final Quantities

ITEM NO.	ITEM	QUANTITY	CONTRACT QUANTITIES			Actual Quantity	Additional Quantity	Unit	Unit Price	Amount	
			UNIT PRICE	AMOUNT							
1	MOBILIZATION/DEMOBILIZATION (INC. GC'S, MOT, AND SAFETY)	1	\$24,462.00	\$24,462.00	1	0	LS	\$24,462.00	\$0.00		
2	MAINTENANCE OF TRAFFIC	1	\$10,000.00	\$10,000.00	1	0	LS	\$10,000.00	\$0.00		
3	PRECONSTRUCTION VIDEO DOCUMENTATION	1	\$500.00	\$500.00	1	0	LS	\$500.00	\$0.00		
4	RECORD DRAWINGS	1	\$7,500.00	\$7,500.00	1	0	LS	\$7,500.00	\$0.00		
5	12-INCH PVC WATER MAIN (OWNER WILL FURNISH C900 PVC, MEGALUG JOINT RESTRAINTS, MECHANICAL JOINT BOLT AND GASKET PACKS (LESS GLAND), AND BELL RESTRAINTS)	1720	\$30.00	\$51,600.00	1720	0	LF	\$30.00	\$0.00		
6	2-INCH HDPE WATER MAIN TO BE INSTALLED VIA HDD (OWNER WILL FURNISH 2" SDR 11 HDPE)	60	\$167.00	\$10,020.00	60	0	LF	\$167.00	\$0.00		
7	FIRE HYDRANT ASSEMBLY WITH 6-INCH GATE VALVE AND VALVE BOX (OWNER WILL FURNISH FIRE HYDRANTS, GATE VALVES AND VALVE BOXES, MECHANICAL JOINT BOLT AND GASKET PACKS (LESS GLAND), AND ANCHOR COUPLINGS)	3	\$1,800.00	\$5,400.00	3	0	EA	\$1,800.00	\$0.00		
8	2-INCH BALL VALVE WITH VALVE BOX (OWNER WILL FURNISH BALL VALVES AND VALVE BOXES)	3	\$300.00	\$900.00	3	0	EA	\$300.00	\$0.00		
9	12-INCH GATE VALVE WITH VALVE BOX (OWNER WILL FURNISH GATE VALVES AND VALVE BOXES)	2	\$1,000.00	\$2,000.00	2	0	EA	\$1,000.00	\$0.00		
10	12" MJ DUCTILE IRON SLEEVE (OWNER WILL FURNISH SLEEVE)	1	\$500.00	\$500.00	1	0	EA	\$500.00	\$0.00		
11	12" MJ 45 DEGREE BEND (OWNER WILL FURNISH BEND)	2	\$500.00	\$1,000.00	2	0	EA	\$500.00	\$0.00		
12	12" MJ CAP (OWNER WILL FURNISH CAP)	1	\$500.00	\$500.00	1	0	EA	\$500.00	\$0.00		
13	12" X 6" MJ DUCTILE IRON TEE (OWNER WILL FURNISH TEE)	3	\$500.00	\$1,500.00	3	0	EA	\$500.00	\$0.00		
14	2" 304SS DOUBLE STRAP SADDLE (OWNER WILL FURNISH DOUBLE STRAP SADDLE)	1	\$1,500.00	\$1,500.00	1	0	EA	\$1,500.00	\$0.00		
15	2" TEE (OWNER WILL FURNISH TEE)	1	\$300.00	\$300.00	1	0	EA	\$300.00	\$0.00		
16	2" PLUG (OWNER WILL FURNISH PLUG)	1	\$300.00	\$300.00	1	0	EA	\$300.00	\$0.00		
17	2" TERMINAL END BLOW OFF	1	\$300.00	\$300.00	1	0	EA	\$300.00	\$0.00		
18	CONNECT NEW 12-INCH WATER MAIN TO EXISTING 12-INCH WATER MAIN	1	\$5,000.00	\$5,000.00	1	0	EA	\$5,000.00	\$0.00		
19	CONNECT NEW 2-INCH WATER MAIN TO EXISTING 2-INCH WATER MAIN	1	\$3,500.00	\$3,500.00	1	0	EA	\$3,500.00	\$0.00		
20	FILL & FLUSHING ASSEMBLY	1	\$2,000.00	\$2,000.00	1	0	EA	\$2,000.00	\$0.00		
21	SAMPLE POINT	5	\$1,200.00	\$6,000.00	4	-1	EA	\$1,200.00	-\$1,200.00		
22	CHLORINATING/TESTING	1670	\$0.60	\$1,002.00	1670	0	LF	\$0.60	\$0.00		
23	SODDING	1	\$15,000.00	\$15,000.00	1	0	LS	\$15,000.00	\$0.00		
24	ASPHALT DRIVEWAY REPLACEMENT	2	\$7,500.00	\$15,000.00	2	0	EA	\$7,500.00	\$0.00		
25	CURB AND GUTTER CONCRETE INSTALLATION	75	\$28.00	\$2,100.00	75	0	LF	\$28.00	\$0.00		
26	MISCELLANEOUS RESTORATION	1	\$15,000.00	\$15,000.00	1	0	LS	\$15,000.00	\$0.00		
27	CONTINGENCY	1	\$25,000.00	\$25,000.00	0.06	-0.94	LS	\$25,000.00	-\$23,500.00		
			Total Bid Amount	\$207,884.00						-\$24,700.00	Difference from original contract
								\$183,184.00	Total work Completed		



HOLTZ CONSULTING ENGINEERS, INC

December 3, 2024

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

Subject: **Okeechobee Utility Authority
King's Bay US Hwy 441 SE Watermain Extension Final Quantities
B&B Site Development, Inc.
Application for Payment No. 1 - FINAL**

Dear Mr. Hayford,

Attached is Application for Payment No. 1 and supporting documents for the above referenced project, as submitted by B&B Site Development, Inc. This requisition is for payment for all of the work associated with this project.

The amount of payment requested for work completed is **\$183,184.00**.

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

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

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Christine Miranda', is written over the printed name.

Christine Miranda, PE
Vice President

Attachments – Signed copy of Application for Payment No. 1

cc: Michelle Baughman, B&B Site Development, Inc.
File

Okeechobee Utility Authority

100 SW 5th Avenue
Okeechobee, FL 34974

FROM(CONTRACTOR):
B & B Site Development, Inc.
1505-C South Parrot Avenue
Okeechobee, FL 34974
863-763-6053

VIA (A/E):

**Kings Bay US HWY 441 SE (US-98/SR15)
Water Main Extension**
Holtz Consulting Engineers, Inc.
Atten: Christine Miranda, P.E.
270 South Central Boulevard Suite 207
Jupiter, Florida 33458
561-575-2005

APPLICATION NO: **1 Final**
APPLICATION DATE: **11/26/2024**
PERIOD TO:
ENGINEERS
PROJECT NO:

Distribution to:

X	OWNER
X	ENGINEER
X	CONTRACTOR

CONTRACT FOR:

CONTRACT DATE:

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.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner		DEDUCTIONS
TOTAL		\$0
Approved this Month		
Number	Date Approved	
1	11/26/2024	(\$24,700.00)
TOTALS		\$0
Net change by Change Orders		(\$24,700.00)

1. ORIGINAL CONTRACT SUM	\$	207,884.00
2. Net change by Change Orders	\$	(24,700.00)
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$	183,184.00
4. TOTAL COMPLETED & STORED TO DATE	\$	183,184.00
(Column G on G703)		
5. RETAINAGE:		
a. 0% of Completed Work	\$	0.00
(Column D+E on G703)		
Total Retainage (Line 5a or Total in Column I		
	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	183,184.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT(Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	183,184.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	0.00
(Line 3 less Line 6)		

The undersigned contractor certifies that, to the best of its knowledge, information and belief, the 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 Owner, and that current payment shown here is now due. Further, Contractor states that as of the date of this application, it has no claims against the Owner, except as may be set forth in an attachment to this Certificate for Payment. Any claims accruing as of the date of this application which are not listed in an attachment hereto are waived.

CONTRACTOR:
By: Mitchell H. Baughman Date: 11-26-24

State of: Florida County of: Okeechobee
Subscribed and sworn to before me this 26th day of November, 2024
Notary Public: Alexis M Cason
My Commission expires: 5/17/2027
AMOUNT CERTIFIED



\$ 183,184.00

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect'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.

(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT/ENGINEER:
By: Christine Miranda Date: 12/3/24
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION NO.: 1
 APPLICATION DATE: 26-Nov-24
 PERIOD TO: 26-Nov-24
 CONTRACT NO.:
 PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	Unit	C CONTRACT			D PREVIOUS		E CURRENT		F N/A	G TOTAL COMPLETED AND STORED TO DATE		H % (G/C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			QTY	Unit Price	Amount	QTY	Amount	QTY	Amount		QTY	Amount (D+E+F)			
GENERAL ITEMS															
1	Mobilization	LS	1	\$ 24,462.00	\$24,462.00		\$0.00	1.00	\$24,462.00		1.00	\$24,462.00	100%	\$0.00	\$0.00
2	Maintenance of Traffic	LS	1	\$ 10,000.00	\$10,000.00		\$0.00	1.00	\$10,000.00		1.00	\$10,000.00	100%	\$0.00	\$0.00
3	Preconstruction Video Documentation	LS	1	\$ 500.00	\$500.00		\$0.00	1.00	\$500.00		1.00	\$500.00	100%	\$0.00	\$0.00
4	Record Drawings	LS	1	\$ 7,500.00	\$7,500.00		\$0.00	1.00	\$7,500.00		1.00	\$7,500.00	100%	\$0.00	\$0.00
5	12" PVC Water Main Labor only	LF	1720	\$ 30.00	\$51,600.00		\$0.00	1720.00	\$51,600.00		1,720.00	\$51,600.00	100%	\$0.00	\$0.00
6	2" HDPE Water Main	LF	60	\$ 167.00	\$10,020.00		\$0.00	60.00	\$10,020.00		60.00	\$10,020.00	100%	\$0.00	\$0.00
7	Fire Hydrant Assembly w 6" gate valve and valve box	EA	3	\$ 1,800.00	\$5,400.00		\$0.00	3.00	\$5,400.00		3.00	\$5,400.00	100%	\$0.00	\$0.00
8	2" Ball Valve with Valve box	EA	3	\$ 300.00	\$900.00		\$0.00	3.00	\$900.00		3.00	\$900.00	100%	\$0.00	\$0.00
9	12" Gate Valve with Valve Box	EA	2	\$ 1,000.00	\$2,000.00		\$0.00	2.00	\$2,000.00		2.00	\$2,000.00	100%	\$0.00	\$0.00
10	12" MJ Ductile Iron sleeve	EA	1	\$ 500.00	\$500.00		\$0.00	1.00	\$500.00		1.00	\$500.00	100%	\$0.00	\$0.00
11	12" MJ 45 degree Bend	EA	2	\$ 500.00	\$1,000.00		\$0.00	2.00	\$1,000.00		2.00	\$1,000.00	100%	\$0.00	\$0.00
12	12" MJ Cap	EA	1	\$ 500.00	\$500.00		\$0.00	3.00	\$1,500.00		3.00	\$1,500.00	300%	-\$1,000.00	\$0.00
13	12" x 6" MJ Ductile Iron Tee	EA	3	\$500.00	\$1,500.00		\$0.00	1.00	\$500.00		0.00	\$500.00		\$1,000.00	\$0.00
14	2" 304SS Double Strap Saddle	EA	1	\$1,500.00	\$1,500.00		\$0.00	1.00	\$1,500.00			\$1,500.00		\$0.00	\$0.00
15	2" Tee	EA	1	\$300.00	\$300.00		\$0.00	1.00	\$300.00			\$300.00		\$0.00	\$0.00
16	2" Plug	EA	1	\$300.00	\$300.00		\$0.00	1.00	\$300.00			\$300.00		\$0.00	\$0.00
17	2" Terminal End Blow off	EA	1	\$300.00	\$300.00		\$0.00	1.00	\$300.00			\$300.00		\$0.00	\$0.00
18	Connect new 12" Water Main to Existing 12" Water Main	EA	1	\$5,000.00	\$5,000.00		\$0.00	1.00	\$5,000.00			\$5,000.00		\$0.00	\$0.00
19	Connect new 2" Water Main to Existing 2" Water Main	EA	1	\$3,500.00	\$3,500.00		\$0.00	1.00	\$3,500.00			\$3,500.00		\$0.00	\$0.00
20	Fill and Flush assembly	EA	1	\$2,000.00	\$2,000.00		\$0.00	1.00	\$2,000.00			\$2,000.00		\$0.00	\$0.00
21	Sample Point	EA	5	\$1,200.00	\$6,000.00		\$0.00	5.00	\$6,000.00			\$6,000.00		\$0.00	\$0.00
22	Chlorinating/Testing	LF	1670	\$0.60	\$1,002.00		\$0.00	1670.00	\$1,002.00			\$1,002.00		\$0.00	\$0.00
23	Sodding	LS	1	\$15,000.00	\$15,000.00		\$0.00	1.00	\$15,000.00			\$15,000.00		\$0.00	\$0.00
24	Asphalt Driveway replacement	EA	2	\$7,500.00	\$15,000.00		\$0.00	2.00	\$15,000.00			\$15,000.00		\$0.00	\$0.00
25	Curb and Gutter Concrete Installation	LF	75	\$28.00	\$2,100.00		\$0.00	75.00	\$2,100.00			\$2,100.00		\$0.00	\$0.00
26	Miscellaneous Restoration	LS	1	\$15,000.00	\$15,000.00		\$0.00	1.00	\$15,000.00			\$15,000.00		\$0.00	\$0.00
27	Contengency	LS	1	\$25,000.00	\$25,000.00		\$0.00	1.00	\$25,000.00			\$25,000.00		\$0.00	\$0.00
	Change order #1	LS	1	(\$24,700.00)	(\$24,700.00)		\$0.00	1.00	-\$24,700.00			(\$24,700.00)		\$0.00	\$0.00
	Total Bid				\$183,184.00		\$0.00		\$183,184.00	\$0.00		\$183,184.00		\$0.00	\$0.00
Additional Items by Change Order															
Ch. Order No.	Description of Item	Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount		COMPLETED AND STORED	%	BALANCE TO FINISH	RETAINAGE	
		LS			\$0.00		\$0.00	0.00	\$0.00		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
TOTAL CONSTRUCTION COSTS:					\$183,184.00		\$0.00		\$183,184.00	\$0.00	\$183,184.00		\$0.00	\$0.00	

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

DECEMBER 17, 2024

DISCUSSION AGENDA

CUSTOMER BILLING NOTICES

Recently, the OUA Board took action to reduce the Rates, Fees & Charges that were in place October 1, 2024. These rates were to be reduced by 75% from October 1st through December 31st. OUA staff were further directed to provide public notification. Staff prepared the following:

- Notices were placed on various OUA social media webpages; and
- Notices were put on monthly billings (see attachment); and
- Those customers signed up for e-billing received a specific notice of the reduced rates; and
- Those customers that had already signed up from October 1st till the temporary change went in to effect were contacted directly and they were asked about refunds or signing a new payment agreement plan; and
- Letters were mailed out to explain the lowered rates to any current or known planned projects, see below

➤ **Southwest Service Area Project 2 Wastewater Project**

132 letters sent out

20 sign ups since 10/1

10 paid in full

10 payment agreements

➤ **Southwest 5th Avenue Wastewater Project**

113 letters sent out

23 sign ups since 10/1

16 paid in full

7 payment agreements

➤ **King's Bay Water Main Extension**

11 letters sent out

8 sign ups since 10/1

6 paid in full

2 payment agreements

➤ **SFWMD US441N Water & Wastewater Main Extension**

7 letters sent out

0 sign ups since 10/1

0 paid in full

0 payment agreements

➤ **OUA Mallard Landing Wastewater Project**

27 letters sent out

0 sign ups since 10/1

0 paid in full

0 payment agreements

The OUA has sent out 263 letters and made 51 connections, approximately 18% return.

This is provided as an information item.



Okeechobee Utility Authority
 100 SW 5th Avenue, Okeechobee, Florida 34974-4221
 Telephone 863.763.9460 Fax 863.763.9036
ON-LINE PAYMENTS
 Please **ONLY** use our website @ www.ouafl.com

Normal office hours (including teller windows and drive through)
 Monday - Thursday 7:00 a.m. - 6:00 p.m.

PLEASE SEE BACK OF STATEMENT FOR ADDITIONAL INFORMATION

PAYMENT DUE DATE*	12/18/2024
TOTAL AMOUNT DUE <i>(Minus sign indicates credit balance)</i>	PAID BY BANK DRAFT
SHUT OFF DATE	12/30/2024
Your bank account will be drafted on 12/18/2024	

ACCOUNT NUMBER		ACCOUNT NAME		RT & SEQUENCE #	SERVICE ADDRESS	
SERVICE PERIOD FROM TO		METER READING PREVIOUS CURRENT		CONSUMPTION	BILL DATE	BILLING CYCLE
10/18/2024 11/18/2024		234,370 238,232		3,862	11/27/2024	2

CURRENT CHARGES	AMOUNT
Water Base Rate	
Water Volumetric Rate	
Sewer Base Rate	
Sewer Volumetric Rate	
Franchise Fee	\$0.00
Fire Hydrant Fund Fee	\$0.60
Fire Protection Charge	\$0.00
Connection Payment Agreement	\$0.00
Sewer Maintenance Fee (Kings Bay)	\$0.00
Sub-Total (current billing)	
Previous Balance	
Payments Received	
Late Charge	\$0.00
Deposit Credited to Account	\$0.00
Other Adjustments/Credits	\$0.00
TOTAL AMOUNT DUE	
<i>(Minus Sign Indicates Credit Balance)</i>	

NOTES:

IMPORTANT INFORMATION
THE OUA REDUCED CONNECTION RATES HAVE BEEN EXTENDED. IF YOU NEED TO SIGN UP FOR NEW WATER AND/OR WASTEWATER, PLEASE CONTACT OUR OFFICE BEFORE DECEMBER 31, 2024 TO TAKE ADVANTAGE OF THE REDUCED RATES.

Online Payments - Please visit the Okeechobee Utility Authority's website at www.ouafl.com to create your account, make a one-time quick payment or to obtain the Payment-By-Phone number.
 Office Hours - Mon. - Thurs. 7:00 am - 6:00 pm
CLOSED FRIDAYS
 Night-Drop: In front of Main Office at 100 SW 5th Ave, Okeechobee, Fl. 34974
THE 2023 WATER QUALITY REPORT IS READY AND AVAILABLE FOR VIEWING AT THE LINK BELOW:
<https://www.ouafl.com/water-quality-report.html>

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Change of address or new phone number? Please check the box and provide us your updates on the back of this return document.



OKEECHOBEE UTILITY AUTHORITY
 100 SW 5TH AVENUE
 OKEECHOBEE FL 34974-4221

ADDRESS SERVICE REQUESTED

ACCOUNT #	RT & SEQUENCE #	AMOUNT DUE
		PAID BY BANK DRAFT
PAYMENT DUE DATE	12/18/2024	
SERVICE ADDRESS		
BILL DATE	11/27/2024	
PLEASE ENTER THE AMOUNT PAID		



For our customers' convenience OUA offers automatic bank draft from a checking or savings account drawn on a United States bank. We also offer payment by debit or credit card. There is a handling fee if you choose to pay by debit or credit card. To make a payment with a credit/debit card you may call 863-578-4061 or you may visit the web at www.ouafl.com.

Payments may be mailed to or made inside the main office located at:

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

Normal office hours are Monday through Thursday 7:00 AM – 6:00 PM. The office is closed on Fridays.

For after-hours emergencies please call 863-763-9460 and select option "2".

Payment in full is due by 6:00 PM on the payment due date shown on the bill. If payment is not received by 6:00 PM on the payment due date, a 10% late charge will be assessed.

All payments placed in the **drop box after 6:00 PM** on a payment due date will be processed the next business day.

The drop box is located near the front door of the main office and is available 24-hours per day.

- Payments made in drop box after 6:00 PM will be applied on the next business day.
- OUA is not responsible for late or missing payments.
- OUA cannot acknowledge payment until it is removed from the drop box and applied to the appropriate account. All OUA policies will apply if payment is not received.
- Please do not put cash in the drop box.

Postmark, overnight receipt date, electronic payment date or other such similar dates do not constitute OUA payment date.

Failure of customer to receive a bill, or for OUA to receive payment for a bill, does not relieve the payment requirements by the customer.

In the event a payment item (i.e. a check, money order, direct debit, credit card, etc.) is not honored by the financial institution upon which it is drawn and is returned, the amount of the payment item will be charged back to the customer's account upon which it was originally paid. The following fees will be assessed to the customer's account for each dishonored payment item.

<u>Amount of Payment Item</u>	<u>Fee</u>
Up to \$50.00	\$25.00
\$50.01 to \$300.00	\$30.00
Over \$300.00	\$40.00 or 5% (whichever is greater)

Above fees are in accordance with Florida Statute 832.08(5)

HAVE A CHANGE OF ADDRESS?

Please provide us with your new address below. Be sure to check the "Change of Address" box on the front of this document.

NEW ADDRESS: _____

CITY, STATE, ZIP CODE: _____

SIGNED: _____

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

DECEMBER 17, 2024

DISCUSSION AGENDA

OKEECHOBEE COUNTY LEGSLATIVE DELEGATION MEETING

The meeting is scheduled for January 8, 2025, at 1:30PM. Please see attached Okeechobee Utility Authority priority listings. Steven D. Nelson, Chairman will be presenting for the OUA.



OKEECHOBEE COUNTY LEGISLATIVE DELEGATION

TO: All Agencies of Local Government and Interested Parties
FROM: Representative Kaylee Tuck, Delegation Chair, and Senator Erin Grall
SUBJECT: Okeechobee County Legislative Delegation Meeting and Public Hearing
DATE: November 26, 2024

The Okeechobee County Legislative Delegation will convene on Wednesday, January 8, 2025 from 1:30 PM to 2:30 PM to conduct local business, including a public hearing on local bills and other issues. The meeting will be at the Judge William L. Hendry Courtroom, Room 270, 304 NW 2nd St. Okeechobee Florida.

The deadline for filing local bills with the delegation is 4:00 PM on Monday, December 30, 2024. All local bills must be accompanied by completed paperwork required by The Florida Legislature, including original signatures of the legislative sponsors, and should be mailed to Representative Tuck, 205 South Commerce Ave, Suite B, Sebring FL 33870.

Copies of the policies and procedures governing local bills are available on request. Questions about funding requests and local bills should be sent to brilyn.sell@myfloridahouse.gov.

The deadline to register to make a general presentation before the Delegation (not related to local bills) is also 4:00 PM on Monday, December 30, 2024.

Contact Representative Tuck's office at dana.orr@myfloridahouse.gov to obtain a participation request form. All requests for presentation time on the agenda must be submitted via this form to 205 South Commerce Avenue Suite B, Sebring Florida 33870, or by e-mail to dana.orr@myfloridahouse.gov before the deadline. It must include the name, address, email address and phone number of the presenter and a brief summary of the topic.

Presenters who wish to provide supporting materials to the delegation must submit 6 copies of those materials to 205 South Commerce Avenue Suite B, Sebring Florida, 33870 by 4:00 PM on Monday, December 30, 2024. Each set of materials must be three-hole punched at the left margin.

We will not be able to include any submitted materials that do not meet the deadline or criteria listed above.

The primary purpose of the meeting is to consider proposed legislation of local application. As time permits, we will allow members of the public to speak on state issues of concern to them. Please feel free to contact Representative Tuck's staff with any questions at 863-386-6000.

All meetings of the Okeechobee County Legislative Delegation are open to the public.

Senator Grall and I look forward to seeing everyone on January 8, 2025.

Participation Request Form

Okeechobee County Legislative Delegation Meeting
Judge William L. Hendry Courtroom, Room 270
304 NW 2nd Street Okeechobee Florida
January 8, 2025

Name of Organization: Okeechobee Utility Authority

Contact Person: John Hayford, Executive Director

Phone: 863-634-9791

Email: jhayford@ouafl.com

Address: 100 SW 5th Avenue

City, State, Zip: Okeechobee, FL 34974

Person Presenting: Chairman Steven D. Nelson

Topic of Presentation and Comments:

- See attached Okeechobee Utility Authority 2025-2026 Legislative Priorities

Please return this request and supporting summary to dana.orr@myfloridahouse.gov on or before December 30, 2024.

Presenters who wish to provide extensive supporting materials to the Delegation must submit 6 copies of those materials to 205 South Commerce Ave. Suite B, Sebring Florida 33870 by 4:00 PM on December 30, 2024. Each set of materials must be three-hole punched at the left margin.

If you have questions please call our Sebring district office at 863-386-6000.



OKEECHOBEE UTILITY AUTHORITY

2025-2026 Legislative Priorities

The Okeechobee Utility Authority (OUA) is very appreciative for your support and dedication to our community. Thank you for your continued commitment to our rural areas and for the water quality grant funding programs that address septic to sewer, stormwater, drainage and flooding projects.

The OUA is committed to protecting our environment by providing for clean water and safe sanitary collection disposal to a centralized system and protection of Lake Okeechobee Watershed Basin. There are several septic to sewer water-quality projects under design and/or construction, which includes the Southwest Service Area, Southwest 5th Avenue, Treasure Island Service Area including the Okee-Tantie Wastewater Improvements. Your support has been significant for these water quality projects, thank you!

We are respectfully seeking your support for funding through the Legislative Appropriation Budget Requests program for the following priority projects:

<p>1. Southwest 5th Avenue: Funds Needed: \$5,000,000.00 Local Match: \$2,500,000.00 Project Cost: \$7,500,000.00</p>	<p>Funds needed to address contractual services for project management, engineering during construction and construction for wastewater infrastructure to remove 150 septic tank systems from service and connect to the regional wastewater treatment system. Removal of these systems will keep approximately one (1) ton of nitrogen and 0.25 tons of phosphorus a year from entering the groundwater and local surface waters. With the permanent removal of septic tanks, the annual nutrient loadings will be reduced by 2,000 pounds of TN per year and 500 pounds of TP per year. The regional WWTP utilizes 100% reclaimed water use, saving fresh water for other/better beneficial uses. Project is scheduled to be completed in 2026.</p>
<p>2. Septic to Sewer Property Owner Abandonment (OSTDS): Funds Requested: \$3,000,000.00 Local Match: \$605,000.00 Project Cost: \$3,605,000.00 (350 units X \$10,300)</p>	<p>Funds to be used for permits and for construction to abandon 350 septic tank systems (OSTDS), installation of the piping system from the house to the streetside connection and restoration.</p> <p>Septic tank abandonment is estimated at \$1,800, with piping and restoration at \$8,500 for a total estimated cost of \$10,300 per house.</p> <p>This funding will help to alleviate some of the financial burdens put on homeowners due to the requirement to connect per local land development regulations & per 381.00655 F.S. Removal of OSTDS enhances localized groundwater & surface water quality & removes a potential public health threat.</p>
<p>3. Advanced Metering Infrastructure: Funds Needed: \$3,000,000.00 Local Match: \$700,000.00 Project Cost: \$3,700,000.00</p>	<p>Funding needed for planning and installation of approx. 10,000 commercial & residential Advanced Metering Infrastructure (AMI) telemetry water reading system--an automated two-way communication system between the meter, user & OUA. New meters provide operational detail such peak flows for each user, conserves water sources, reduces revenue loss from</p>



OKEECHOBEE UTILITY AUTHORITY

2025-2026 Legislative Priorities

inaccurate metering, enhances security, resilience & detection of water leaks alerts on the homeowner's side of the meter can be identified/repaired efficiently by the homeowner.

Request of Support for:

- **Property Lease for Cemetery Road Wastewater Treatment Plant** -- Support transfer of ownership of the Cemetery Road Wastewater Treatment Facility parcel from the State to the Okeechobee Utility Authority.

OUA is requesting your assistance to have the 400-acre site where the Cemetery Road Wastewater Treatment Plant is located deeded to OUA. This State lease was originally signed in 1983, and will expire in nine years. The SFWMD and Indian River State College parcels were recently transferred ownership. OUA ownership of this parcel would eliminate a lease and any potential future issues.

- Grant projects that the OUA submitted to FDEP's 2024 Water Quality Protection Grant Program for funding assistance pertaining to:
 - ❖ *SW 5th Avenue* projectAnd for projects submitted to the FDEP Alternative Water Supply Grant Program, which included:
 - ❖ *the AMI Metering System*
 - ❖ *Reuse Master Plan for Cemetery Road Wastewater Treatment Facility*
 - ❖ *Master Plan for Water Supply.*

Legislation Concerns:

- Restrictions of the Consumptive Use Permit for OUA to continue to receive all of their drinking water and fire protection needs from Lake Okeechobee in order to serve the City of Okeechobee, Okeechobee County and Glades County areas. The water needs are currently being met but as usage demands increase, alternate water supply sources will be needed. Why use a dwindling groundwaters when excessive Lake Okeechobee waters are flushed to tide. Exempt OUA water needs from unnecessary SFWMD CUP water use restrictions concerning public consumption.
- Please oppose utility legislation that may have or require unfunded mandates or bring unnecessary business restrictions.
- Please continue funding for State grant programs -- FDEP water quality, septic to sewer, alternative water supply, etc; Division of Historical Resources Special Category, Historic Architecture Restoration and Florida Commerce Rural Infrastructure.

Other OUA active public safety projects include:

- **Treasure Island North Septic to Sewer Project:** This project area is for the northern section of the Treasure Island. Scope of work includes contractual services for design and construction of Treasure Island Wastewater System & Sanitary Force Main for



OKEECHOBEE UTILITY AUTHORITY

2025-2026 Legislative Priorities

centralized sewer system & removal of +/-930 old/failing private septic tanks & failing package wastewater plants leaching septic effluent into State waters, Lake Okeechobee and surrounding estuaries. Anticipated annual nutrient removal of 8.4 tons of Nitrogen and 2 tons of Phosphorus removed from groundwaters/surface waters in the Treasure Island/Lake Okeechobee watershed.

Funds Needed: \$8,000,000

Local Match: \$2,873,000

Project Cost: \$10,873,000

- **Basswood West Potable Water Main Project:** Scope of work includes contractual services for preliminary engineering, final design, surveying, bidding, project management, engineering during construction and construction services for water infrastructure that includes water mains, fire hydrants, and other typical water main appurtenances.

Project Cost: \$4,400,000

Grant Funds Applied For/Needed: \$3,500,000

Local Match: \$900,000

- **State Road 78 Water Main Improvements:** This project began as a result of an FDOT project requiring the OUA to move a water main due to the installation of guard rails. The FDOT project has since been modified after work on the OUA water main project begun.

However, with the development of Lakefront Estates in the Buckhead Ridge area, future water demands will be increasing necessitating water main improvements. The developer has shared in these upgrade costs.

With the first phase of the SR78 water main project nearing completion, the next several phases have been identified and a very preliminary engineering scope of work and fee schedule has been prepared. All of the phases would extend the 16-inch water main from the Lemkin Creek area to the BHR water tower, approximately 19,500 feet.

Total Project Cost: \$20,500,000

Phase III Cost: \$4,750,000

Grant Funds Applied For/Needed: \$4,000,000

Local Funding: \$750,000

The OUA supports the Legislative issues for:

- ❖ Okeechobee County
- ❖ City of Okeechobee
- ❖ Okeechobee County School District
- ❖ Glades County to build a Wastewater Treatment Facility (WWTF) in the Northeast Area, which is intended to serve several communities, including Buckhead Ridge, Lakefront Estates, as well as commercial and other residential areas.



OKEECHOBEE UTILITY AUTHORITY

2025-2026 Legislative Priorities

Okeechobee Utility Authority Board of Directors

Steven D. Nelson
Chairperson

Steve Hargraves
Board Member

John Gilliard
Vice-Chairperson

Harry Moldenhauer
Board Member

Tabitha Trent
2nd Vice-Chairperson

Glenn Sneider
Alternate

Melanie Anderson
Alternate

Contact Information:

Mr. John Hayford, P.E., Executive Director

Email: jhayford@ouafl.com

Phone: 863-763-9460

Cell: 863-634-9791

Address:

100 SW 5th Avenue

Okeechobee, Florida 34974

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

DECEMBER 17, 2024

STAFF REPORTS

28. Operations Director

29. Finance Director

30. Attorney

31. Executive Director

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

DECEMBER 17, 2024

OPERATIONS DIRECTOR

Site Visits 11-21-24 thru 12-11-24

SWTP: Safety Committee Meeting 12-11-24

General Maintenance

Greg Kennedy made a site visit to SWTP on 12-5-24 and found couple minor items, all items have been corrected

Maintenance: Safety Committee Meeting 12-11-24

SE 4st & 441 South 10 inch water main deflection completed on 12-10-24

General Maintenance

WWTP: Safety Committee Meeting 12-11-24

General Maintenance

Greg Kennedy made a site visit to all WWTP package plants and found couple minor issues at each

location, some of the items have already been corrected and the remainder are being addressed.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

DECEMBER 17, 2024

FINANCE DIRECTOR

Finance Report

At the end of November 2024, operating revenue were \$2,181,922 compare with YTD budget of \$2,329,459 resulting in the achievement of 93.7% of budget or a deficit of \$147,536 or (6.3%).

As outlined in last month's report, historically, the earlier months report normally log behind budget however, as the month's progresses, one will notice a narrowing of the gap.

To confirm this narrowing, last month the Authority achieved 90.6% of budgeted revenue (annual budgeted revenue / 12), while the achievement for YTD November revenue is 93.7% which confirms an improvement in YTD revenue compare to YTD budget. Please refer to pages 2, 4 & 6 for further representation of YTD revenue.

Despite a slow start to FY25, it should be noted that YTD revenue of \$2,181,922 is above last year's YTD revenue of \$2,139,831 for the same period as shown on pages 1.

YTD operating expenditures were \$1,482,624 compare with budget of \$1,820,577, yielding a positive variance of \$337,954 or 18.6%. This slow start in the spending was expected at the initial months of the fiscal year, due to the scheduling of major maintenance and purchases later in the year.

Non-operating expenses of \$528,692 which comprises of depreciation and loan interest were in line with the YTD budget of \$529,904.

Restricted revenue which includes bank interest and capital connection charges, were \$113,231 or negative 4.5% of YTD budget \$118,549.

It should be noted that despite the Board's extension of the 75% discount on infill (new account connection) to 31st December 2024, the number of rate payers accessing the discount during the month of November was:

	<u>New Account</u>
Water	9
Wastewater	<u>10</u>
Total	<u>19</u>

However, with only 10 calendar days gone in the month of December (at time of report), 51 new customers have already signed up for the service at the discounted fee, indicating an acceleration in the sign-up for service.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2024

As of The Period Ending November 30, 2024

OKEECHOBEE UTILITY AUTHORITY
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Okeechobee Utility Authority
 Executive Summary
 Prepared by Finance Director

**OKEECHOBEE UTILITY AUTHORITY
 FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY24	Actual YTD FY25	Budget YTD FY25	% Variance (FY 25 vs Bud. FY25)	Actual YTD FY24	Actual YTD FY25	Budget YTD FY25	% Variance (FY25 vs Bud FY25)	Actual YTD FY 24	Actual YTD FY 25	Budget YTD FY25	% Variance (FY 25 vs Bud FY 25)	
Oct-24	1,022,513	1,055,766	1,164,729	-9.4%	611,379	701,456	910,289	22.9%	81,184	53,124	59,275	-10.4%	(6,151)
Nov-24	2,139,931	2,181,922	2,329,459	-6.3%	1,298,675	1,482,624	1,820,577	18.6%	129,606	113,231	118,549	-4.5%	(5,318)
Dec-24													
Jan-25													
Feb-25													
Mar-25													
Apr-25													
May-25													
Jun-25													
Jul-25													
Aug-25													
Sep-25													

Respectfully,

 Lauriston Hamilton

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

OPERATING REVENUE FUND

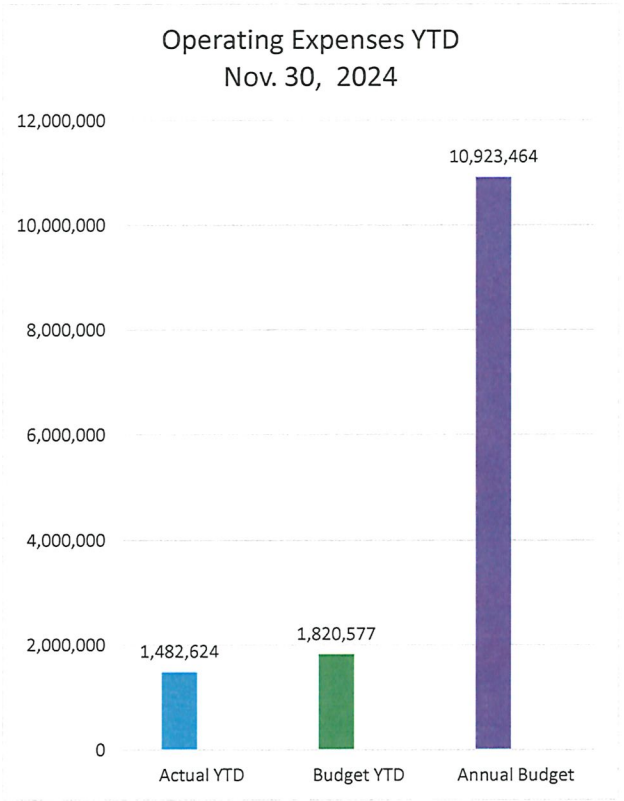
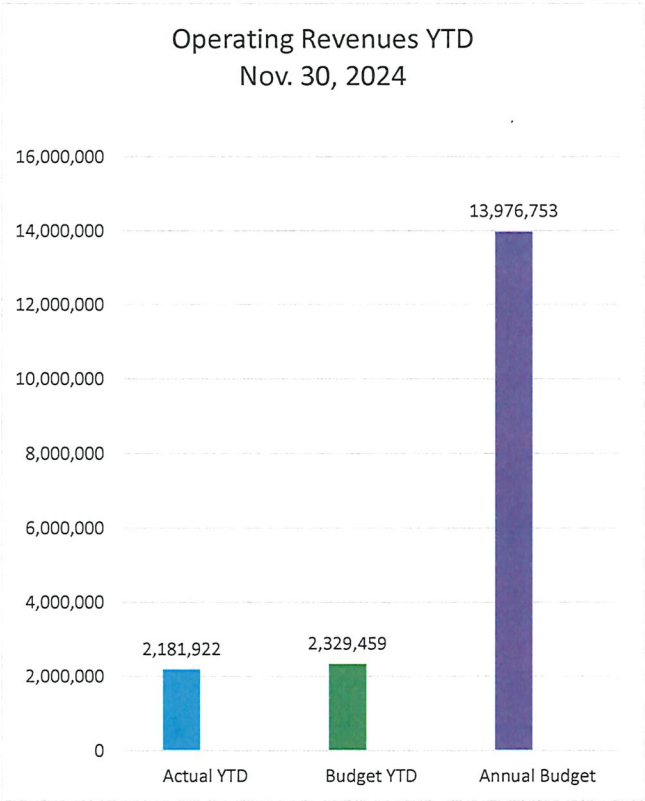
	<u>Actual YTD</u>	<u>Budget YTD</u>	<u>\$ Variance</u>	<u>% Variance</u>
OPERATING REVENUE:				
Water	\$ 1,300,466	\$ 1,377,991	\$ (77,525)	-5.6%
Sewer	\$ 782,326	837,213	(54,887)	-6.6%
Other Operating Revenue (see detail on page 16)	\$ 99,131	114,256	(15,125)	-13.2%
Total Operating Revenue Received	<u>\$ 2,181,922</u>	<u>\$ 2,329,459</u>	<u>\$ (147,536)</u>	<u>-6.3%</u>
OPERATING EXPENSES:				
Water	\$ 322,112	\$ 388,795	\$ 66,683	17.2%
Wastewater	\$ 235,787	274,525	38,737	14.1%
Meter Readers	\$ 46,875	65,220	18,345	28.1%
Maintenance	\$ 468,429	537,794	69,366	12.9%
Administration Operating	\$ 270,934	337,468	66,534	19.7%
General & Admin.	\$ 138,486	216,776	78,289	36.1%
Contingency Expense	\$ -	-	-	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 1,482,624</u>	<u>\$ 1,820,577</u>	<u>\$ 337,954</u>	<u>18.6%</u>
Net Operating Income	<u>\$ 699,299</u>	<u>\$ 508,881</u>	<u>\$ 190,417</u>	<u>37.4%</u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 17,517	\$ 16,697	\$ 820	4.9%
Water CC Fees (infill)	\$ 8,012	7,517	495	6.6%
WW CC Fees (infill)	\$ 19,696	36,208	(16,512)	-45.6%
Operating Account Interest	\$ 57,447	44,039	13,408	0.0%
Payroll Account Interest	\$ 948	763	186	0.0%
Restricted Interest Income	\$ 9,611	13,326	(3,715)	-27.9%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 113,231</u>	<u>\$ 118,549</u>	<u>\$ (5,318)</u>	<u>-4.5%</u>
NON-OPERATING EXPENSES:				
Debt service interest expense	\$41,708	\$57,234	15,526	27.1%
Non-cash depreciation & amortization	\$486,984	\$472,669	(14,314)	-3.0%
	<u>\$528,692</u>	<u>\$529,904</u>	<u>1,212</u>	<u>0.2%</u>
NET REVENUE BEFORE ITEMS BELOW	<u>\$ 283,838</u>	<u>\$ 97,527</u>	<u>\$ 183,888</u>	<u>188.6%</u>

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

	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$0	\$9,100,000	
(2) Contributed capital of:	\$0	\$20,145	
(3) Debt service principal payments of:	\$0	\$2,153,619	
(4) Net Construction In Progress (CIP) Expenditures of:	\$439,152	\$11,548,847	

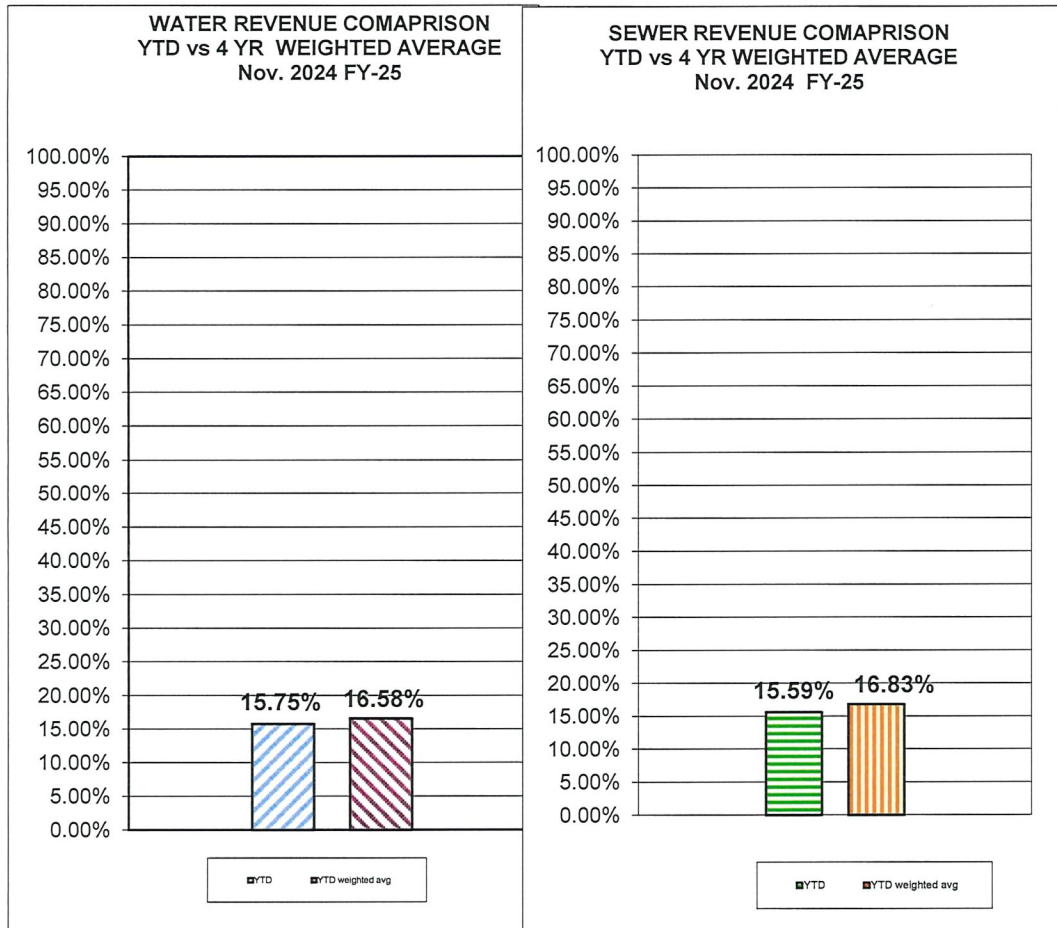


Current FY-24 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

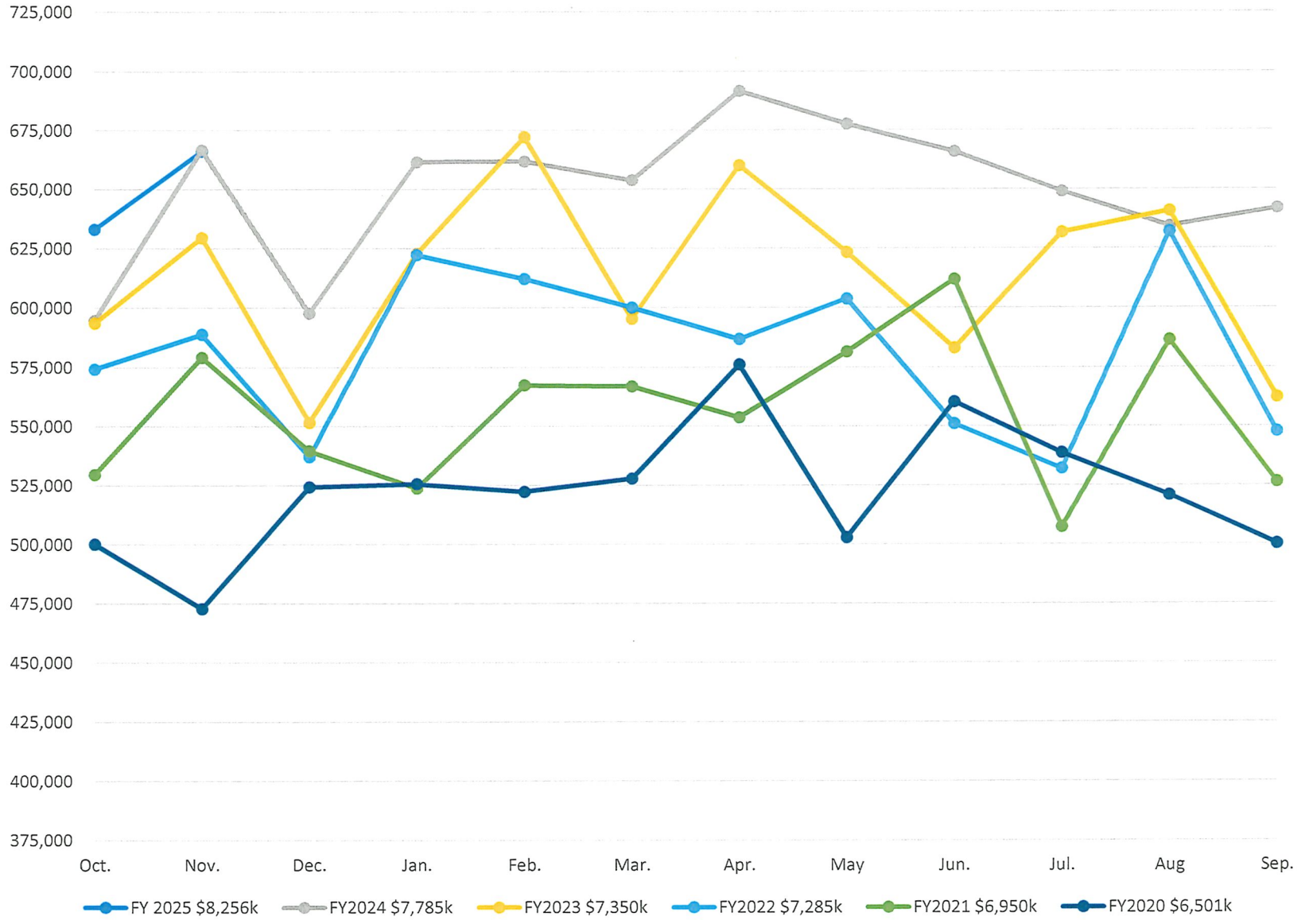
WATER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget	4 Yr Weighted Average %
Period	YTD		\$ 7,018,236	Water Revenue		
				\$8,256,523		
Oct.	\$ 634,305	634,305	\$ 72,088	7.68%	8.01%	
Nov.	\$ 666,161	1,300,466	\$ 65,306	15.75%	16.58%	
Dec.	\$ -	-	\$ -	0.00%	0.00%	
Jan.	\$ -	-	\$ -	0.00%	0.00%	
Feb.	\$ -	-	\$ -	0.00%	0.00%	
Mar.	\$ -	-	\$ -	0.00%	0.00%	
Apr.	\$ -	-	\$ -	0.00%	0.00%	
May	\$ -	-	\$ -	0.00%	0.00%	
Jun.	\$ -	-	\$ -	0.00%	0.00%	
Jul.	\$ -	-	\$ -	0.00%	0.00%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	100.00%	

SEWER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 4,298,209		\$5,018,559	
Oct.	\$ 381,642	\$ 381,642	\$ 34,240	7.60%	8.09%	
Nov.	\$ 400,684	\$ 782,326	\$ 25,246	15.59%	16.83%	
Dec.	\$ -	-	\$ -	0.00%	0.00%	
Jan.	\$ -	-	\$ -	0.00%	0.00%	
Feb.	\$ -	-	\$ -	0.00%	0.00%	
Mar.	\$ -	-	\$ -	0.00%	0.00%	
Apr.	\$ -	-	\$ -	0.00%	0.00%	
May	\$ -	-	\$ -	0.00%	0.00%	
Jun.	\$ -	-	\$ -	0.00%	0.00%	
Jul.	\$ -	-	\$ -	0.00%	0.00%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	100.00%	

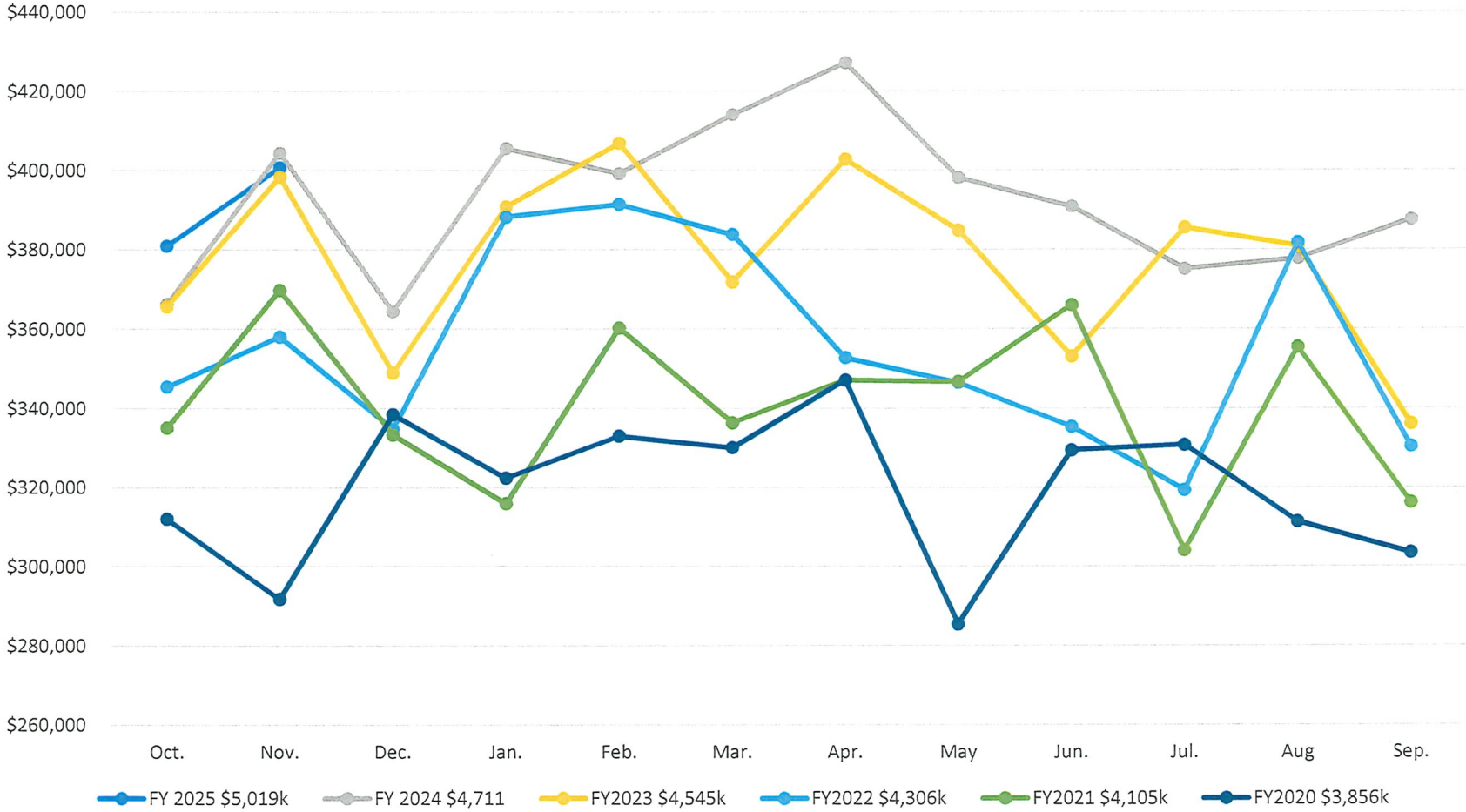
WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

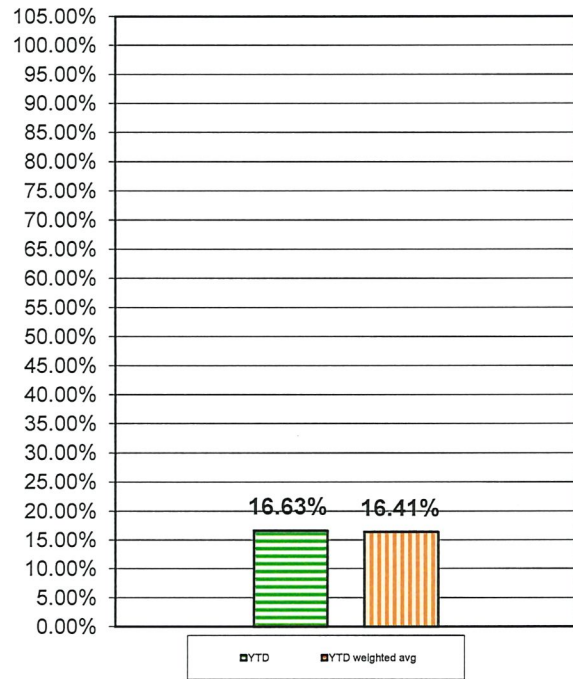


**Current FY-24 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

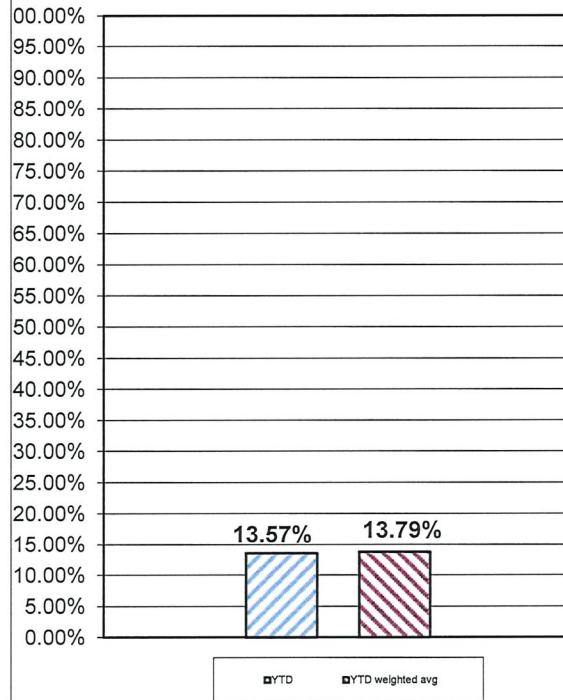
OPERATING EXPENSES:				\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
				From 4 Year Weighted Avg of	Operating Exp.	Average
Period	YTD		\$ 7,068,674	\$10,923,464		
Oct.	\$ 701,456	\$ 701,456	\$ 249,980	6.42%	6.40%	
Nov.	\$ 781,168	\$ 1,482,624	\$ 256,538	13.57%	13.79%	
Dec.	\$ -	\$ -	\$ -	0.00%	0.00%	
Jan.	\$ -	\$ -	\$ -	0.00%	0.00%	
Feb.	\$ -	\$ -	\$ -	0.00%	0.00%	
Mar.	\$ -	\$ -	\$ -	0.00%	0.00%	
Apr.	\$ -	\$ -	\$ -	0.00%	0.00%	
May	\$ -	\$ -	\$ -	0.00%	0.00%	
Jun.	\$ -	\$ -	\$ -	0.00%	0.00%	
Jul.	\$ -	\$ -	\$ -	0.00%	0.00%	
Aug.	\$ -	\$ -	\$ -	0.00%	0.00%	
Sept.	\$ 1,482,624	\$ 1,482,624	\$ -	13.57%	100.00%	
NON-OPERATING EXPENSES:				\$ Difference For the Month	% Current YTD To Budgeted	
				From 4 Year Weighted Avg of	Non-Oper. Exp.	
				\$ 3,064,030	\$3,179,421	
Oct.	\$ 263,950	\$ 263,950	\$ 11,410	8.30%	8.24%	
Nov.	\$ 264,742	\$ 528,692	\$ 14,482	16.63%	16.41%	
Dec.	\$ -	\$ -		0.00%	24.58%	
Jan.	\$ -	\$ -		0.00%	32.74%	
Feb.	\$ -	\$ -		0.00%	40.93%	
Mar.	\$ -	\$ -		0.00%	49.19%	
Apr.	\$ -	\$ -		0.00%	57.32%	
May	\$ -	\$ -		0.00%	65.50%	
Jun.	\$ -	\$ -		0.00%	73.66%	
Jul.	\$ -	\$ -		0.00%	81.84%	
Aug.	\$ -	\$ -		0.00%	89.91%	
Sept.	\$ 528,692	\$ 528,692		16.63%	100.00%	

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

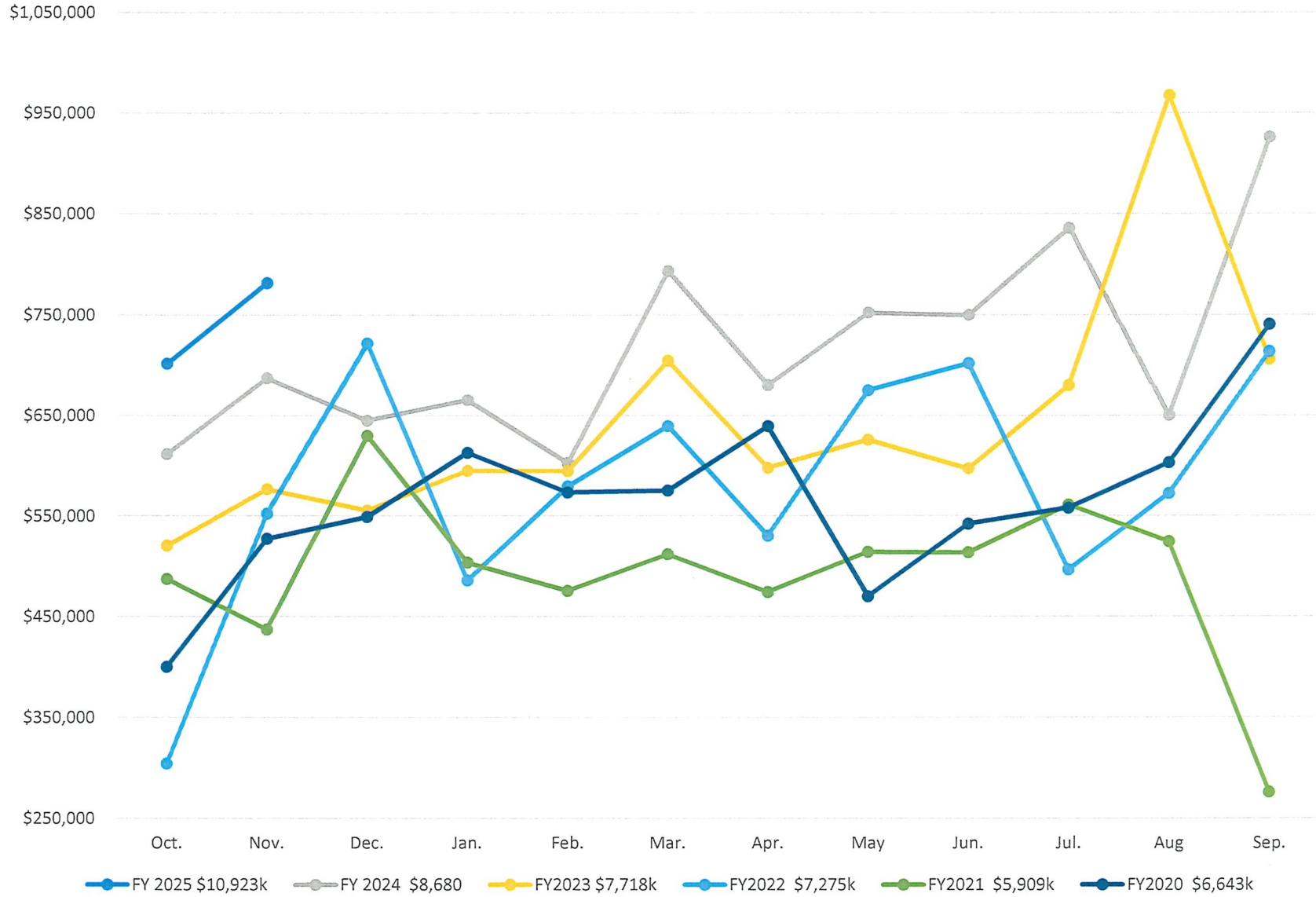
Nov. 2024 FY-25



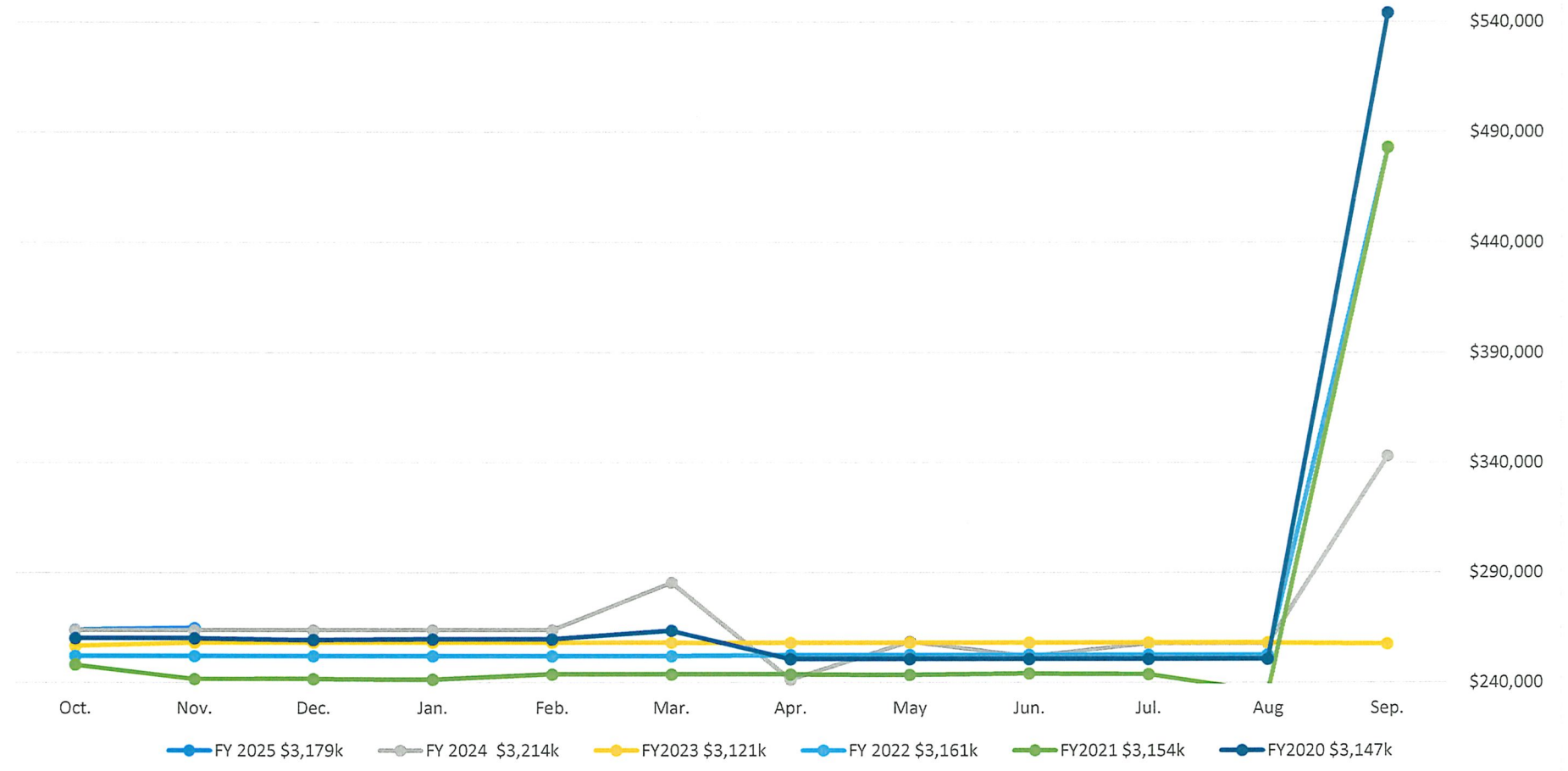
**OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD**
Nov. 2024 FY-25



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	Okeechobee Utility Authority	Audit		UnAudit	OUA prepared
90	Statement of Cash Flows				
91	Basis of Accounting	Accrual Basis for Revenues		Accrual Basis for Revenues	Accrual Basis for Revenues
92		Accrual Basis for Expenses		Accrual Basis for Expenses	Cash Basis for Expenses
93					
94		Sept 30, 2023		Sept 30, 2024	Nov. 30, 2024
95		12 Months		12 Months	2 Month
96					
97	Cash Flows from Operations				
98	Operating Income	1,832,821		1,694,554	212,315
99	Depreciation & Amortization	2,701,321		2,825,053	486,984
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(2,986,087)		4,156,025	(103,342)
101	Increase (decrease) in cash from changes in accounts payable	905,418		(236,157)	(242,436)
102	Increase (decrease) in cash from changes in other assets	903,029		(54,107)	(184,403)
103	Increase (decrease) in cash from changes in other liabilities	(138,439)		(151,009)	94,066
104	Cash provided (used) by operations	3,218,063		8,234,359	263,184
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	95,154		100,569	17,517
108	Capital connection fees	283,483		459,886	27,708
109	Interest revenue	350,097		482,316	68,007
110	Debt issuance costs	-		0	0
111	Interest expense	(420,187)		(389,434)	(41,708)
112	Cash provided (used) by nonoperating activities	308,547		653,337	71,523
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	275,173		(1,776,916)	-
116	Construction in progress	(8,013,123)		(9,342,294)	(713,314)
117	Acquisition of land, easements and related costs	-		(406,779)	(0)
118	Sale of land and or equipment	-		-	0
119	Gain (Loss) on sale of land and equipment	16,104		17,864	-
120	Bond principal payments	(2,153,620)		(2,153,619)	-
121	Loan Received - South State Bank			5,430,487	
122	Grant revenue & FEMA reimbursement	8,459,653		2,696,921	-
123	Capital contributions from developers	492,467		314,207	-
124	Cash provided (used) by capital / financing activities	(923,346)		(5,220,129)	(713,314)
125					
126	Net increase (decrease) in cash and investments	2,603,264		3,667,567	(378,607)
127	This unaudited cash flow statement is subject to adjustments.				
128	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
November 30, 2024

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	4,818,937.78
Unrestricted assets:			
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			5,729,290.07
Investments			3,954,204.67
Interest receivable			0.00
Receivables:			
Accounts receivable			1,876,863.92
less allowance for uncollectible accounts			(131,029.37)
Inventories			647,301.86
Prepaid Expenses			355,046.56
Total current assets			17,250,615.49

NONCURRENT ASSETS

Capital assets:

Land			3,313,640.40
Utility plants, buildings and equipment			112,013,729.87
			115,327,370.27
Less accumulated depreciation			(57,310,575.35)
			58,016,794.92
Construction in progress			23,363,381.67
Total capital assets			81,380,176.59

Other Assets:

Net Pension Asset			0.00
-------------------	--	--	------

Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			1,012,621.00
Deferred loss on bond refunding, net			236,009.10
Total Deferred charges:			1,248,630.10

Total noncurrent assets

82,628,806.69

TOTAL ASSETS

\$ 99,879,422.18

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	1,099,455.03
Accrued expenses	63,873.68
Due to other governments	43,022.77
Bonds payable (current)	2,212,197.87
Accrued compensated absences & bonus (current)	465,647.50
Payable from restricted assets	
Accrued interest	43,957.79
Customer Deposits	558,540.63
Total current liabilities	<u>4,486,695.27</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net	15,874,020.81
Accrued OPEB payable	262,809.00
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>17,617,745.17</u>

TOTAL LIABILITIES

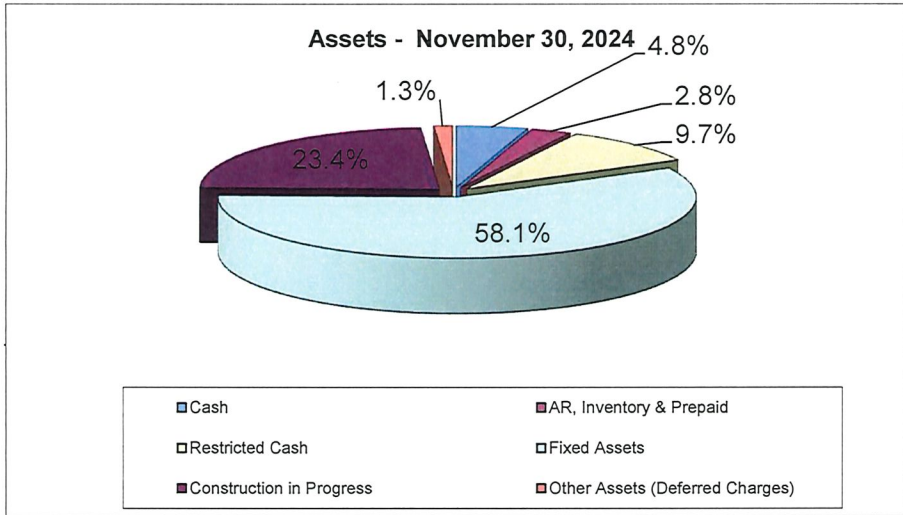
22,104,440.44

NET POSITION

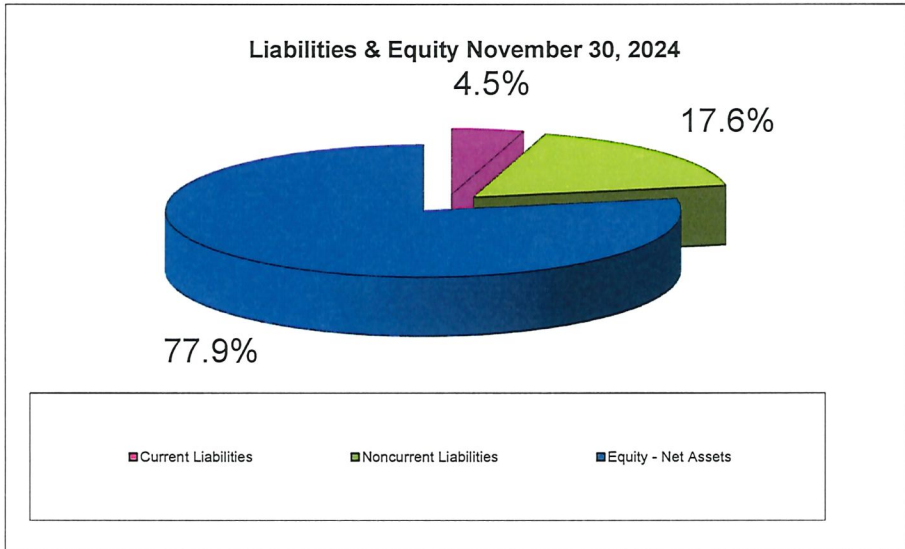
Invested in capital assets, net of related debt	44,731,657.00
Restricted for capital projects	2,361,411.00
Restricted for debt service	481,018.00
Restricted for Rate Stabilization	1,339,359.00
Restricted for Pension Benefits	1,904,107.00
Unrestricted	26,673,591.23
YTD Surplus of Revenue over Expenses	283,838.51
Total net position	<u>77,774,981.74</u>

TOTAL LIABILITIES AND NET POSITION

\$ 99,879,422.18



Cash	4,818,938	4.8%
AR, Inventory & Prepaid	2,748,183	2.8%
Restricted Cash	9,683,495	9.7%
Fixed Assets	58,016,795	58.1%
Construction in Progress	23,363,382	23.4%
Other Assets (Deferred Charges)	1,248,630	1.3%
Total Assets	99,879,422	



Current Liabilities	4,486,695	4.5%
Noncurrent Liabilities	17,617,745	17.6%
Equity - Net Assets	77,774,982	77.9%
Total Liab & Equity	99,879,422	

Okeechobee Utility Authority
Detail of November 30, 2024 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 4,032	\$ 4,633	\$ (601)
Private Fire Protection	\$ 17,513	17,452	61
Turn on/off Fees	\$ 9,414	9,955	(541)
Other Revenue-Water A	\$ 2,857	2,748	109
Install Fees-Sewer	\$ 12,888	23,973	(11,085)
Kings Bay Sewer Maint. Fees	\$ 2,846	2,776	70
Other Revenue-Sewer B	\$ 104	137	(33)
Penalties & Late Charges	\$ 26,044	23,530	2,514
Gain/Loss Sale of Assets C	0	0	0
Ag Land Lease	\$ -	584	(584)
Merchant & Misc. Revenue D	\$ 23,433	28,467	(5,034)
Totals	<u>\$ 99,131</u>	<u>\$ 114,256</u>	<u>\$ (15,125)</u>

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

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

- C Gain/Loss on Sale of Assets

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 30

DECEMBER 17, 2024

ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 31

DECEMBER 17, 2024

EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1
 - Force Main SE2 Interconnect
On Hold
- 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
 - Under Design (Pending FDEP & USACOE Permitting)

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
 - Final Completion expected soon

SW 5th Ave Wastewater System Improvements

- Design review at 60%

US441SE Water Main Extension

- Construction completed, placed in service

Treasure Island Septic to Sewer Project

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

SR 78W Water Main Improvements Project

- Construction well underway

TCI Septic to Sewer Connections

- Construction completed, working on closing out project

General Information

- SFWMD water main construction underway by others
- Consumptive Use Permit RAI submitted

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 32

DECEMBER 17, 2024

ITEMS FROM THE BOARD