

OKEECHOBEE UTILITY AUTHORITY

MEETING AGENDA

June 11, 2024

8:30 A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
 2. Public Hearing – FY25 Preliminary Budget & Resolution 24-03
 3. Agenda Additions or Deletions
 4. Meeting Minutes from April 11, 2024 Workshop
 5. Meeting Minutes from May 21, 2024
 6. Update from Operations Director
 7. **Consent Agenda**
 8. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 9. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 10. Invoice from Sumner Engineering & Consulting, Inc. – Consumptive Use Permit Consulting
 11. Invoice from Hinterland Group, Inc. – SWSA Project 2
 12. Invoice from Hinterland Group, Inc. – SW 24th Avenue Asbestos Concrete Pipe Removal
 13. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements
 14. Invoice from Holtz Consulting Engineers, Inc. – SW 24th Avenue AC Pipe Removal
 15. Invoice from Craig A. Smith and Associates, LLC - TCI Septic to Sewer Improvement Project
 16. Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum Collection System
 17. Invoice from Thorn Run Partners
 18. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
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19. Finance Report
 20. Presentation of FY23 Audited Financial Statements
 21. Fire Hydrant Testin
 22. Mallard Land Gravity Sewer Proposal
 23. Vacuum Pump Station No. 2 Generator Replacement

24. Elimination of Single Person Shift
25. Public Comments
26. Items from the Attorney
27. Items from the Executive Director
28. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

JUNE 11, 2024

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD

July 9, 2024 – 8:30 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Thursday – July 4, 2024 – Independence Day

Monday – September 2, 2024 – Labor Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

JUNE 11, 2024

FY25 PRELIMINARY BUDGET & RESOLUTION 24-03

Please find Resolution 24-03 attached. All proposed changes have been marked accordingly.

- a. Open the Public Hearing: Resolution 24-03
- b. Presentation of Resolution 24-03
- c. Comments from the Public
- d. Comments from the Board
- e. Close the Public Hearing: Resolution 24-03
- f. Motion to approve Resolution 24-03

Preliminary Budget – FY25

Executive Summary

The FY25 Preliminary Budget was prepared with the following assumptions and considerations:

Revenue

- A 5% rate adjustment was applied to the Rate Schedule in an attempt to meet the anticipated cash outflow (expenses and debt service). 1% rate adjustment equates to approximately \$126,000 increase in annual revenue.
- A discount of 50% is assumed for new customers instead of the historical 75% discount for capital connection. Additional revenue derived for FY25 is \$108,497.

Expenses

- 0% COLA adjustment in salary assume for FY25 following Evergreen’s report
- 4% merit adjustment assumed for staff adjustment.
- One-time bonus payout of 1.5% assumed for FY25.
- Below is a listing of the approved health stipend for FY25. For budget purposes, an average of \$1,350/employee is used.

Employee only	-	\$1,100
Employee + children	-	\$1,350
Employee + spouse	-	\$1,350
Employee + family	-	\$1,600

- Total increase in overhead compares with FY24 budget = \$1,361,007 (13.37%)
- Anticipated Revenue (FY25) - \$13,147,816
- Anticipated Overhead (FY25)- \$11,543,330

Anticipated operating surplus \$1,604,487

Capital Expenditure

Schedule O, shows a detail listing of projected capital expenditure along with the anticipated grant/loan income. Schedule D, shows internal capital expenditure anticipated by each department.

Finance

- \$3,000,000 SRF loan assumed for the financing of State Road 78W water main replacement

Net Cash Position

In order to meet the shortfall in debt servicing obligation, a net transfer of \$1,660,000 from Rate Stabilization fund and Operating Fund was used to achieve bond covenant agreement.

Board's Consideration

- Reduce capital connection discount from 75% to 50%.
- Implement a CIP fund accumulation program:
 - a) Similar to Fire Hydrant Fee
 - b) As an add on to annual rate adjustment.

In order to keep the file size at a minimum a separate email will be sent with the Preliminary Budget.

As usual, please feel free to contact either myself or John Hayford for clarification or additional information.

At the Board's convenience/discretion, staff is available for a budget workshop in July.

RESOLUTION 24-03

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING THE PRELIMINARY BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025); PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK AND DIRECTING THAT A COPY BE FURNISHED TO THE CITY OF OKEECHOBEE, FLORIDA AND OKEECHOBEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the OUA Board, in a duly advertised public hearing held June 11, 2024, reviewed, discussed and received comments from staff and the public on the appropriations and estimated revenues for the preliminary budget for fiscal year 2025, a copy of which is attached, and

WHEREAS, the preliminary budget for fiscal year 2025 makes adequate provision for the fees, rates and charges for services provided by the Authority to be sufficient to make all the payments required by the terms of debt instruments issued pursuant to Resolution No. 99-3 dated March 9, 1999, as amended and supplemented, and to continue to provide for the operation and maintenance of the OUA System; and

WHEREAS, the First Amendment to Interlocal Agreement Creating the Okeechobee Utility Authority between Okeechobee County and the City of Okeechobee, Florida, requires the Authority Board by September 1, of each year, to adopt its annual budget for the ensuing fiscal year and to forward copies of said annual budget to the County and to the City.

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

1. The attached preliminary budget for the Okeechobee Utility Authority for the fiscal year 2025 is hereby adopted.
2. A copy of the preliminary budget for fiscal year 2025 shall be filed with the Authority's Clerk and Executive Director and made available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.
3. A copy of this resolution and the preliminary budget for fiscal year 2025, pursuant to the First Amendment to Interlocal Agreement, shall be furnished to the City of Okeechobee, Florida, and to Okeechobee County, Florida, by the Authority's Clerk.

4. This Resolution shall take effect immediately upon its adoption.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted the 11th day of June 2024.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: _____
Steve Nelson, Chairman

Attest:

John F. Hayford
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution the 11th day of June 2024.

Tom W. Conely, III, Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

JUNE 11, 2024

AGENDA ADDITIONS OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

JUNE 11, 2024

MEETING MINUTES

Attached are copies of the minutes from the workshop held on April 11, 2024.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the workshop minutes from April 11, 2024 as presented.

**OKEECHOBEE UTILITY AUTHORITY
WORKSHOP MINUTES**

Thursday, April 11, 2024 1:30 P.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Vice Chairperson Gilliland called the meeting to order at 1:35 P.M.

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

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

Board Members:

John Gilliland
Harry Moldenhauer
Tabitha Trent

Alternates:

Tom Conely
Michelle Willoughby

Absent:

Melanie Anderson
Tommy Clay
Steve Nelson
Glenn Sneider

OUA Members:

John Hayford
Lauriston Hamilton

Vice Chairperson Gilliland Agenda Item No. 2 ‘Compensation and Classification Study’ Executive Director Hayford discussed the draft report from Evergreen Solutions, LLC dated march 14, 2024. The results of the compensation and classification study were presented the OUA board at a previous meeting. Executive Director Hayford discussed that Evergreen reviewed OUA data, policies and procedures to understand a baseline condition of the OUA. Evergreen wanted to understand the strengths and weaknesses of the OUA with respect to the employees, the market and relationship to the peer group included in the Study. Executive Director Hayford discussed that in review of the current OUA Job Classification schedule Evergreen found some job titles which seem repetitive. Additionally, a few job titles appeared to be dated and in need of modification to bring them in to current HR practice for defining the position. Evergreen also suggested in adding two classifications. Executive Director Hayford discusses that Evergreen grouped the current OUA pay classifications in to 23 pay grades. Established minimum, midpoint and maximum pay ranges for each pay grade. Executive Director Hayford discusses that Evergreen recommends the Authority adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy. Executive Director Hayford discusses the implementation options (Bring to Minimum, Class Parity, Hybrid Parity, Tenure Parity) suggested by Evergreen. Evergreen suggests that the OUA conduct this type of study every 3 – 5 years dependent upon market conditions. Executive Director Hayford discusses that while the final Evergreen report has not been submitted, it is the belief of the OUA team working with the Evergreen team that should not be any significant differences between the draft report you have today and the final report. Board Member Trent discusses that the survey provides a good benchmark, but that the OUA does still have improvements to make.

Vice Chairperson Gilliland addressed Agenda Item No. 3 ‘PTO ‘Paid Time Off’ Executive Director Hayford discussed that currently full-time employees earn both annual leave and sick leave. Executive Director Hayford discussed employees earn annual leave based upon hours worked and commensurate to their years of service. The amount of annual leave employees receives each year increases with the length of their active employment. The length of eligible service is calculated on the basis of a "benefit year." The "benefit year" begins on the date the employee is hired and starts to earn annual leave. Up to 240 hours of annual leave may be carried over to the next fiscal year. Executive Director Hayford discussed that as a part of the employee benefit review, consideration was given to a paid time off (PTO) evaluation in lieu of employees earning annual leave and sick leave. Executive Director Hayford discusses that employees that have PTO make better use of and managing of their personnel time off. Executive Director Hayford discussed that based upon current policy, employees are entitled to full use of their sick if used as sick time. They are not allowed to cash in their banked sick time on a dollar-for-dollar basis. Converting sick time to PTO will now allow this practice. Executive Director Hayford discussed that based upon the latest tabulation of OUA personnel sick time, a cash basis of this time equated to an expense of approximately \$117,000.00 as allocated to banked sick time. *Tabitha Trent out at 2:33P.M.* Executive Director Hayford discussed that rather than an accrual rate based upon actual hours worked during the year, apply a tired annual PTO amount to each full-time employee at the beginning of the fiscal year. *Tabitha Trent in at 2:34 P.M.* Board Member Moldenhauer asks about an annual carryover of PTO. Executive Director Hayford discussed that up to 240 hours would be allowed to carry over at the end of each fiscal year. Any time in excess of that amount would be paid out to the employee prior to September 30th. This item to be discussed at the next board meeting on April 16, 2024.

Vice Chairperson Gilliland addressed Agenda Item No. 4 ‘Paid Holiday’ Executive Director Hayford discussed that on pages 5-13 of the Evergreen report the issue of paid holidays by OUA peers were highlighted with an average of 11.4 days paid holidays. Executive Director Hayford discussed a comparison listing between OUA paid holidays and 2024 Federal holidays. Executive Director Hayford discussed that although the table identifies 10 approved holidays, as per OUA Employee Handbook. It should be noted that only scheduled plant operators and maintenance staff on call received a benefit via a premium pay for work done on Easter Sunday, while the remainder of the staff are generally off on a Sunday. Executive Director Hayford discusses that in an attempt to increase the number of paid holidays by the OUA, staff recommends approval of two additional holidays. Executive Director Hayford discusses that the increase in the number of holidays, will only result in a minimal increase in salary. This item to be discussed at the next board meeting on April 16, 2024.

Vice Chairperson Gilliland addressed Agenda Item No. 5 ‘Employee Merit & COLA Payment’ Executive Director Hayford discussed that during discussions with the Board on the implementation of the COLA and Merit adjustments, the decision was taken to defer for further discussion and implementation to after receipt of the Evergreen Salary and Benefits Survey Report. Executive Director Hayford discussed that with the draft study submitted, with an underlined notation that despite the OUA’s favorable position compared to its peers, it was recommended that the OUA continue to make proactive decision in order to maintain its market positioning. Executive Director Hayford discussed that both the COLA and Merit adjustments were included in the approved FY24 budget. Board Member Trent asked whether or not suggested \$1.00 per hour and COLA are the same thing. Board Member Moldenhauer asked if the \$103,176 that is presented is a total for all staff. Executive Director Hayford discussed that

the \$103,176 is in fact the budgeted total for Merit increases to include all employees. This item to be discussed at the next board meeting on April 16, 2024.

Vice Chairperson Gilliland addressed Agenda Item No. 6 ‘Health Allowance’ Executive Director Hayford discussed that the Board approved an increase in the monthly health stipend from \$750.00 per month per employee to \$1,100.00 which from all indication from staff, was greatly appreciated. Executive Director Hayford discussed that include in the presentation from Evergreen’s Salary and Benefits Survey, the report indicated that the OUA’s health benefits package, although being comparable to its peers in three classifications, a notable shortfall in cost share was observed for family coverage compared to peer cost share percentage. Executive Director Hayford discussed possible cost sharing options available for board consideration. Executive Director Hayford discussed that open enrollment is scheduled for August therefore considerations for health allowances should be determined by the July Board meeting. Attorney Conely discussed that the board needs to know the impact on the budget before final decisions should be made. Board Member Moldenhauer discussed that the board needs to address family coverage costs. This item to be discussed at a future board meeting.

Vice Chairperson Gilliland addressed Agenda Item No. 7 ‘Longevity Bonus’ Executive Director Hayford discussed the current employee recognition plan that is in the current Employee Manual. Executive Director Hayford discussed that currently employees are recognized every five years on their anniversary with a certificate and longevity bonus. Executive Director Hayford discussed that longevity bonus increases every 5 years of employment. Executive Director Hayford discussed that a modification to the longevity bonus could be considered by the board. The suggested modification is to move the longevity bonus to a percentage of the employee salary. Executive Director Hayford discussed that proposed bonus scheduled was modeled from the one currently offered by the City of Okeechobee. There was a brief discussion, this item to be discussed at the board meeting on May 21, 2024.

Vice Chairperson Gilliland addressed Agenda Item No. 8 ‘Uniform Allowance’ Executive Director Hayford discussed that currently the OUA provides up to \$300.00 per year, per eligible employee for the cost of uniforms. Executive Director Hayford discussed a proposed change to the Uniform Allowance. The change states that the OUA shall pay to each current employee on October 1st, \$450.00 towards uniform expenses to meet requirements. All new hires will be required to wait 60 days before they will receive their uniform allowance. Executive Director Hayford discussed that this change does not specifically address footwear (safety boots) or the wearing of other safety related attire. Board Member Moldenhauer asks if the uniform allowance was reviewed by Evergreen as part of the benefits package. There was a brief discussion, this item to be discussed at the board meeting on May 21, 2024.

Vice Chairperson Gilliland addressed Agenda Item No. 9 ‘Employee Licensing’ Executive Director Hayford discussed that current OUA policy is to have the necessary licenses to meet FDEP regulatory requirements for each of the facilities. Executive Director Hayford discussed that to obtain an FDEP license, the basic requirements are the same: accredited high school diploma or State of Florida approved Ged, pass the FDEP exam and complete the necessary on the job training hours. Executive Director Hayford discussed that each license has a higher hourly rate of pay. Executive Director Hayford discussed that direction provided by the OUA Board was to eliminate the restriction on licensing and to allow employees to obtain the highest license they want. Executive Director Hayford discussed that while to OUA will benefit in the additional knowledge gained by employees, staff need to consider the financial

burden this will add to the OUA. Executive Director Hayford reviews the cost that will be incurred assuming all employees make the minimum for their current FDEP permit and that they will make one step up for FY24. The net total hourly increase for these new license holders is \$18.85 per hour, which equates to an annual multiplied labor cost of approximately \$40,000. This item to be discussed at the board meeting on May 21, 2024.

Vice Chairperson Gilliland addressed Agenda Item No. 10 Elimination of Single Person Shift'

Executive Director Hayford discussed that currently the OUA utilizes single person shifts at the treatment plants for nights, weekends and holiday schedules. The Board had directed staff to look into the elimination of single person shifts. Executive Director Hayford discussed that the elimination of single person shifts will require another person to be present, however they would not necessarily need to be a licensed operator. Executive Director Hayford discussed that this person could be a non-certified operator, trainee or other classification. Executive Director Hayford discussed the costs associated for each of the treatment plants. Executive Director Hayford discussed that OUA administrative staff will investigate shift day time personnel to night/weekend duties to eliminate the immediate need for hiring the eleven additional staff needed. Staff intends to hire on new staff in incremental elements to minimize training on existing staff. The cost the cost to eliminate the single shifts is projected to be approximately \$409,000. Executive Director Hayford discussed that the projected sick, vacation or holiday time coverage would be approximately \$300,000. Board Member Trent asks if staff have discussed with other utilities if they have single person shifts and if so, what safety factors are in place. Executive Director Hayford states staff can reach out to other utilities to discuss.

Vice Chairperson Gilliland addressed Agenda Item No. 11 'Public Comments' There were none.

There being no other business, meeting adjourned at 3:57 P.M.

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

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

JUNE 11, 2024

MEETING MINUTES

Attached are copies of the minutes from the meeting held on May 21, 2024.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from May 21, 2024 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Tuesday, May 21 2024 8:30 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Nelson called the meeting to order at 8:30 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*

Frank Irby*

Harry Moldenhauer*

Steve Nelson*

Tabitha Trent*

Alternates:

Melanie Anderson

Glenn Sneider

Absent:

*Voting Board Members

OUA Members:

John Hayford

Lauriston Hamilton

Jamie Mullis

Tom Conely

Michelle Willoughby

Chairperson Nelson addressed Agenda Item No. 2 ‘Welcome New City Board Member’ Chairperson Nelson welcomes new Board Member Frank Irby.

Chairperson Nelson requests that the board consider rescheduling the board meeting day and time. There was a brief discussion. **Motion by Tabitha Trent to move the Board of Director’s Meeting to the second Tuesday of each month, beginning with the next meeting on Tuesday, June 11, 2024 at 8:00 A.M. Second by John Gilliland. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 3 ‘Agenda Additions or Deletions’ Executive Director Hayford discussed that there are two additions to the agenda. Item 3A. is an invoice from Anderson Andre Consulting Engineers, Inc. and Item 3B, Lakeview Estates WWTF Operating Permit Renewal.

Agenda Item No. 3A. Executive Director Hayford discussed that staff received an invoice from Anderson Andre Consulting Engineers, Inc. The invoice is for the SWSA Project 2 Vacuum Collection System in the amount of \$10,925.00. **Motion by Tabitha Trent to approve the invoice from CHA in the amount of \$10,925.00. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

Agenda Item No. 3B. Executive Director Hayford discussed that the permit for the Lakeview Estates WWTF expires on December 28, 2024. Executive Director Hayford discussed that requirements for renewal, an initial application for renewal must be submitted to FDEP at least 180 days prior to expiration. Executive Director Hayford discussed that the engineering company which was already working on a project involving Lakeview Estates WWTF submitted a proposal for review. Executive Director Hayford discussed that the Supervisor in charge of wastewater treatment plants reviewed the proposal. Executive Director Hayford discussed that if the proposal is approved Kimley Horn will proceed with the work to complete the application, which will then be submitted to FDEP for review. **Motion by Harry Moldenhauer to approve the proposal from Kimley Horn in the amount of \$16,318.00. Second by Frank Irby. Vote unanimous (5-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 4 ‘Meeting Minutes from April 11, 2024.’ Item tabled due to incorrect attachment. Item to be brought back at June Meeting.

Chairperson Nelson addressed Agenda Item No. 5 ‘Meeting Minutes from April 16, 2024.’ Motion by Tabitha Trent to accept the Meeting Minutes from April 16, 2024 as presented. Second by John Gilliland. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 6 ‘Update from Operations Director’ Jamie Mullis gave an overall update of all departments. Jamie Mullis advised that staff is currently interviewing for a Lift Station Technician with one more interview on Thursday. Board Member Trent requested information regarding Fire Hydrant Testing. Jamie Mullis advised the Board that hydrant testing is to be conducted annually. Staff are currently performing hydrant testing as required.

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

Consent Agenda Item No. 8 ‘Invoice from Sumner Engineering & Consulting, Inc – SW Wastewater Service Area Project (Part E) in the amount of \$27,470.00’

Consent Agenda Item No. 9 ‘Invoice from Sumner Engineering & Consulting, Inc – SW 5th Avenue LPSS Design and Permitting in the amount of \$14,662.80’

Consent Agenda Item No. 10 ‘Invoice from Sumner Engineering & Consulting, Inc – Okee-Tantie Utility System Improvements in the amount of \$6,333.06’

Consent Agenda Item No. 11 ‘Invoice from CHA – vac Station #2 Generator Replacement in the amount of \$1,665.00’

Consent Agenda Item No. 12 ‘Invoice from Hinterland Group, Inc. – SWSA Project 2 Vacuum Collection System in the amount of \$625,894.91’

Consent Agenda Item No. 13 ‘Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements in the amount of \$175,634.24’

Consent Agenda Item No. 14 ‘Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements in the amount of \$50,801.00’

Consent Agenda Item No. 15 ‘Invoice from Craig A. Smith and Associates, LLC – TCO Septic to Sewer Improvement Project in the amount of

\$1,250.00'

Consent Agenda Item No. 16 'Invoices from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project in the amount of \$104,433.14 and \$32,009.30'

Consent Agenda Item No. 17 'Invoice from Thorn Run Partners in the amount of \$3,500.00'

Consent Agenda Item No. 18 'Invoice from MacVicar in the amount of \$250.00'

Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 19 'Finance Report' Finance Director Hamilton reviewed the Finance Report for period ending April 30, 2024. *Glenn Sneider out at 8:57 A.M.* **Motion by Tabitha Trent to approve the Finance Report for period ending April 30, 2024. Second by John Gilliland. Vote unanimous (5-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 20 "Non-Discrimination Assurance Policy" Finance Director Hamilton discussed that at the March 19th meeting, the board approved the Title IV Nondiscrimination Policy that was proposed by staff. The policy is for non-employees and is a federal requirement for all entities that are receiving federal assistance. Staff received notice from the Office of Environmental Justice and External Civil Rights that although the policy was accepted and approved by the Federal Government, it was requested that the document be amended to include two additional Nondiscrimination Acts not identified. **Motion by Tabitha Trent to approve the amendment to the Title VI Nondiscrimination Policy as presented. Second by Harry Moldenhauer. Vote unanimous (5-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 21 "4th Draw-Down on Interim Finance – SWSA 2' Finance Director Hamilton discussed the Interim Finance Agreement with SouthState Bank. Finance Director Hamilton discussed that the Interim Agreement with SouthState Bank is short term. The USDA will reimburse SouthState Bank and transfer a portion of the funds utilized to a forty-year loan. Finance Director Hamilton discussed that to date, the OUA has accessed funds totaling \$1,205,839.60 leaving an available balance of \$6,157,580.37. Finance Director Hamilton discussed that staff are requesting Board approval to submit draw-down #4 in the amount of \$1,205,839.60 to cover pay applications form Hinterland Group, Inc and Sumner Engineering & Consulting, Inc. Tabitha Trent will abstain from voting on item No. 21. **Motion by Frank Irby to approve draw-down #4 in the amount of \$1,205,839.60. Second by John Gilliland. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 22 'Evergreen Final Report' Finance Director Hamilton discussed that staff received the final report from Evergreen Solutions which provides an overview of their observations, finding and recommendations from the salary and compensation survey.

Recommendation No. 1: Finance Director Hamilton discussed that Evergreen recommends that staff update its existing class description to reflect the proposed classifications which better align with current HR best practices and job functions. Finance Director Hamilton discussed the position classifications and recommended titles. **Motion by Tabitha Trent to approve the new titles for compliance as recommended by Evergreen Solutions. Second by Frank Irby. Vote Unanimous (5-0). Motion carried.**

Recommendation No. 2: Finance Director Hamilton discussed that in the report Evergreen recommends

that the OUA should adopt a new market responsive compensation structure and assign all positions. The implementation of the new compensation structure involves the establishment of pay grades and the assignment of job titles to a pay grade. There was a brief discussion. **Motion by Tabitha Trent to accept the recommendation as presented. Second by Frank Irby. Vote Unanimous (5-0). Motion carried.**

Recommendation No. 3: Finance Director discussed that Evergreen identified four possible methodologies to transition employees' salaries into the proposed pay plan. From the four methodologies, Evergreen recommends the adaption of the hybrid parity approach which is a combination of class and tenure parity. Class parity is based of number of years in a specific position while Tenure is the total number years employed with the OUA. Finance Director Hamilton discussed that the board recently approved a \$1.00 per hour increase for all employees. Staff requested that Evergreen recalculate the methodologies with the pay increase factored in. Finance Director Hamilton discussed how that affected each option. Finance Director Hamilton discussed that despite staff hesitation in the acceptance of all possible methodology, staff is prepared to accept the hybrid model. It was further suggested that for future use the model should be adjusted to incorporate employee performance in the calculation by eliminating tenure or by adding performance with a greater weight. *Tabita Trent out at 9:29 A.M.* There was a brief discussion. No action taken on this recommendation.

Recommendation No. 4: Finance Director Hamilton discussed that Evergreen recommended the OUA conduct a small-scale survey as needed to assess the market competitiveness of hard-to-fill classifications and make any adjustments. **Motion by Frank Irby to conduct a small-scale survey on an as needed basis. Second by Harry Moldenhauer. Vote Unanimous (4-0). Motion carried.**

Recommendation No. 5: Finance Director Hamilton discussed that Evergreen recommended the OUA conduct a comprehensive classification and compensation study every three to five years. **Motion by Frank Irby to conduct a small-scale survey on an as needed basis. Second by Harry Moldenhauer. Vote Unanimous (4-0). Motion carried.**

Recommendation No. 6: Finance Director Hamilton discussed that Evergreen recommended that the OUA revise its policies and procedures for moving employees' salaries through the proposed pay plan, including procedures to determine salaries of newly hired employees and those being promoted, demoted or transferred to a different classification. Finance Director Hamilton discussed that staff will ensure that all necessary modifications to the handbook are included in the next update. No action needed on this recommendation.

Recommendation No. 7: Finance Director Hamilton discussed that Evergreen recommends that the OUA update its policy regarding promotions/demotion and transfers to align with its new compensation structure. **Motion by Frank Irby to accept the recommendation as presented. Second by Harry Moldenhauer. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 23 'Proposed Update to Employee's Handbook'

Finance Director Hamilton discussed that during the April board meeting, a number of staff related proposals were presented to the board for their consideration with the main focus being to increase staff morale, improve staff retention and attraction. The proposals presented included the salary adjustment of \$1.00 per hour for all staff, 2.5% merit allowance, increase in the number of paid holidays,

implementation of Paid Time Off (PTO) and modification to the longevity bonus calculation. Finance Director Hamilton discussed the conversion of sick leave and vacation to a paid time off system.

Finance Director Hamilton discussed the adjustment to the Employee Handbook outlining the policy governing the management of PTO. Finance Director Hamilton discussed that while OUA had ten days paid holiday in its current Employee Handbook, its peers were granting a total of 11.4 paid holidays on average. Finance Director Hamilton discussed that at the April board meeting the board approved an additional Personal Choice Day, increase the approved holidays to 11 days. **Motion by Frank Irby to approve Paid Time Off (PTO update to Employee Handbook as presented. Second by John Gilliland. Vote Unanimous (4-0). Motion carried.**

Finance Manager Hamilton discussed the at the April board meeting staff presented a proposal to change the method used to calculate the payment of a longevity bonus to staff having reached a milestone in their years of service. Finance Director Hayford discussed that in attempt to quantify the annual cost to the proposed longevity bonus, staff calculated the financial cost association the current and proposed option over the next five years. Executive Director reminds the board that Board Member Trent would like to see performance evaluated when considering the longevity bonus. There was a brief discussion and it was determined that performance and longevity should be kept separated when considering this bonus. **Motion by Frank Irby to approve Paid Holiday and Longevity Bonus updates to Employee Handbook as presented. Second by John Gilliland. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 24 ‘Health Allowance’ Finance Director Hamilton discusses that at the April 11th Workshop, staff presented a number of options that the Board could consider for meeting the shortfall in health coverage highlighted in Evergreens report compared OUA peers. Finance Director Hamilton discussed that although the OUA may adequately meet its cost share with Employee only coverage, the employee + spouse, employee + children and employee + family cost share is at 48%, which is materially below its peer cost sharing. Finance Director Hamilton discussed that staff re-examined the options previously discussed with the board. Finance Director Hamilton discussed that staff is proposing a four-tier system, being based off current costs. Employee only coverage would provide \$1100 stipend, employee + spouse and employee + children would provide \$1350 stipend, and employee + family would provide \$1600 stipend. Executive Director Hayford discussed that Public Risk Management (PRM) is estimating a 15-20% increase in healthcare premiums for the next fiscal year. Executive Director Hayford discussed that confirmed costs are expected at the annual meeting in June and will be finalized before open enrollment in August. *Melanie Anderson out at 10:22 A.M.* Executive Director Hayford discussed that the stipend could be used to cover the costs of those benefits offered in the Cafeteria Plan of benefits. **Motion by Frank Irby to approve the stipend as presented effective June 1, 2024. Second by John Gilliland. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 25 ‘2024 FDEP Water Quality Grant Projects’ Executive Director Hayford discussed that the 2024 FDEP Water Quality Grant portal is now open and the potential projects were discussed. Executive Director Hayford discussed that Southwest 5th Avenue Septic to Sewer Project is a proposed project of the Water Quality Implementation Grant submission. John Gilliland out at 10:30 A.M. Staff would propose submitting a grant proposal for \$4,000,000 to cover all contraction costs. John Gilliland in at 10:31 A.M. Executive Director Hayford discussed that for the Alternative Water Supply Grants staff is proposing a submission for the Advanced Metering

Infrastructure System, Water Supply Plan and the Cemetery Road WWTF Reuse Master Plan projects. Executive Hayford discussed that the proposed ranking as 1. SW 5th Avenue Septic to Sewer, 2. Advanced Metering Infrastructure System, 3. Water Supply Plan and 4. Cemetery Road WWTF Reuse Master Plan. There was a brief discussion to determine a priority ranking for the submissions. **Motion by Frank Irby to approve the ranking as presented. Second by John Gilliland. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 26 ‘Glades County Franchise Agreement’

Executive Director Hayford discussed that the letter requesting the approval of a Franchise Agreement to the OUA to own and conduct the operation of a potable water distribution and waste water collection and treatment facility in a portion of Glades County. Executive Director Hayford discussed that the request proposed that the service area to terminate at the SFWMD Access Road. Executive Director Hayford discussed that Mr. Stanely, Glades County Commission Chairman says the boundaries should stay as outlined in the previous franchise agreement. This item for informational purposes only.

Chairperson Nelson addressed Agenda Item No. 27 ‘2025 Pump Truck’ Executive Director Hayford discussed the Maintenance Department utilizes three trucks for wastewater collection issues. One of the trucks, a 2003 Sterling Pimp Truck is showing its age and needs replacing. Executive Director Hayford discussed that this unit is 21 years old and has approximately 54,000 miles as well as 5,907 engine hours. The tank is deteriorating and showing excessive rust pits, as one portion of the tank is for water storage and is not able to be used due to the holes in the tank. Executive Director discussed that the replacement of this unit was included in this year’s budget with an approximate cost of \$263,140. Staff reached out to get quotes from vendors for state contract pricing. Executive Director Hayford discussed that staff visited a nearby utility to meet with their staff to look at a similar truck that is the apparent low bidder on the quotes that were received to gather input from their experience. Executive Director Hayford discussed that based upon date, options, and availability, staff is recommending the purchase of the vehicle from Southport Truck Group/Southern Sewer Equipment in the amount of \$227,921.64. Executive Director Hayford discussed that there is currently a 1 year estimated delivery time frame. **Motion by Frank Irby to approve the purchase the vehicle from Southport Truck Group/Southern Sewer Equipment in the amount of \$227,921.64. Second by Harry Moldenhauer. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 28 ‘Groundwater Treatment Plant Generator Repair’ Executive Director Hayford discussed that the generator at the groundwater treatment plant is not available due to a power plant failure. Executive Director Hayford discussed that staff has had one technician out for repairs and the technician determined that the damage was more extensive than original thought. Staff received a quote for services requiring an engine overhaul in excess if \$40,000. Executive Director Hayford discussed that the generator is vital and provides emergency power to the groundwater treatment plant if FP&L power is lost for any reason. There was a brief discussion. **Motion by John Gilliland to authorize staff to have the generator repaired. Second by Harry Moldenhauer. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 29 ‘SWSA Change Order No. 2’ Executive Director Hayford discussed the proposed Change Order No. 2 for SWSA. The Change Order includes Work Change Directive, which included the upsizing of the vac main north VPS4 from 4” to 6” as well as the additional pits and lines that has been drafted for the directive. The Change Order also included an

approval of Change Request 007 which was the relocation of the air intake vent at STA 97, Executive Director Hayford discussed that this change order is approximately \$200,000. Board Member Gilliland asks if staff is expecting any other Change Orders. Jeff Sumner, Sumer Engineering & Consulting, Inc states that there expected to be other change orders for this project. **Motion by Frank Irby to approve Change Order No. 2. Second by John Gilliland. Vote Unanimous (4-0). Motion carried.**

Chairperson Nelson addressed Agenda Item No. 30 ‘Purchase Order for EMP Lightning Defense’ Finance Director Hamilton discussed that included in the FY24 budget was an EMP Lighting Defense protections system for the Surace Water Treatment Plant (SWTP). Staff received quote from Avanti Company totaling \$27,477. Finance Director discussed that the vendor does not provide installation service therefore a local contractor, Schoonmaker Electric LLC was contacted and provided an estimate of \$3,470 to install the units. **Motion by Harry Moldenhauer to approve the purchase and installation of both lightning suppressors. Second by Frank Irby. Vote Unanimous (4-0). Motion carried**

Chairperson Nelson addressed Agenda Item No. 31 ‘Public Comments’ There were none

Chairperson Nelson addressed Agenda Item No. 32 ‘Items from the Attorney’ Attorney Conely advised that he will be stepping down as the OUA attorney at the end of the current fiscal year. Executive Director Hayford discussed that an RFP, with an October 1, 2024 start date, will be published in July so that the board can make a decision at the August meeting. Attorney Conely discussed co-counselling in September to allow an adequate transition.

Chairperson Clay addressed Agenda Item No. 33 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Chairperson Nelson addressed Agenda Item No. 34 ‘Items from the Board’ There were none.

There being no other business, meeting adjourned at 11:13 A.M.

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

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

APRIL 16, 2024

UPDATE FROM OPERATIONS DIRECTOR

OPERATIONS DIRECTOR
DEPARTMENT SITE VISITS
MONTHLY BOARD MEETING UPDATES

Tuesday 6-11-2024
Site visits 5-23-24 thru 6-6-24

SWTP : GWTP generator repair today 6-11-24

All running smooth, no issues

General maintenance

Maintenance : Fire hydrant flow testing should finish this week

New lift station tech scheduled to start July 8th

Meter Reader office complete, meter readers have moved and getting situated

WWTP : Raz pumps

Finalizing WWTP Asst. Supervisor position

Normal operations

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

JUNE 11, 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:
 8. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 9. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
 10. Invoice from Sumner Engineering & Consulting, Inc. – Consumptive Use Permit Consulting
 11. Invoice from Hinterland Group, Inc. – SWSA Project 2
 12. Invoice from Hinterland Group, Inc. – SW 24th Avenue Asbestos Concrete Pipe Removal
 13. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements
 14. Invoice from Holtz Consulting Engineers, Inc. – SW 24th Avenue AC Pipe Removal
 15. Invoice from Craig A. Smith and Associates, LLC – TCI Septic to Sewer Improvement Project
 16. Invoice from Anderson Andre Consulting Engineers, Inc – SWSA Project 2 Vacuum Collection System
 17. Invoice from Thorn Run Partners
 18. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

JUNE 11, 2024

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$19,874.86 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		\$19,874.86		\$79,922.76

Staff recommends approval of this invoice in the amount of \$19,874.86 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

June 4, 2024

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

Invoice No. 1658

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

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

OUA Purchase Order No. 10829

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Preliminary Design and Permitting	\$219,822	100%	\$219,822.00	\$219,822.00	\$0.00
E2 – Final Design and Permitting	\$476,232	99.5%	\$473,850.84	\$470,040.98	\$3,809.86
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	93.4%	\$137,765.00	\$135,700.00	\$2,065.00
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$242,667	T&M (See attached)	\$202,600.00	\$188,600.00	\$14,000.00
				TOTAL:	\$19,874.86

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

Total Billed to Date: \$1,061,860.24

Total Billed this Invoice: \$ 19,874.86

For services rendered May 5 – June 1, 2024.

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



RPR Backup

BILL TO

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

INVOICE # 1658

DATE 06/01/2024

DUE DATE 06/01/2024

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/06/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
05/07/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/08/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/09/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/10/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/13/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/14/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/16/2024	Resident Project Representative:Inspector	8:30	100.00	850.00
05/17/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/20/2024	Resident Project Representative:Inspector	6:00	100.00	600.00
05/21/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/22/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/23/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/24/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/28/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/29/2024	Resident Project Representative:Inspector	8:00	100.00	800.00
05/30/2024	Resident Project Representative:Inspector	7:30	100.00	750.00
05/31/2024	Resident Project Representative:Inspector	7:00	100.00	700.00
	TOTAL OF NEW CHARGES			14,000.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

JUNE 11, 2024

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$4,315.94 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		\$4,315.94		\$399,336.16

Staff recommends approval of this invoice in the amount of \$4,315.94 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

June 4, 2024

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

Invoice No. 1659
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	63%	\$3,685.50	\$3,685.50	\$0.00
B1 – Design and Permitting	\$431,594.00	61%	\$263,272.34	\$258,956.40	\$4,315.94
• <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:	\$4,315.94

Total Purchase Order Amount: \$831,444.00
Total Billed to Date: \$432,107.84
Total Billed this Invoice: \$ 4,315.94

For services rendered May 5 – June 1, 2024.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

JUNE 11, 2024

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$2,925.00 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		\$2,925.00		\$15,277.50

Staff recommends approval of this invoice in the amount of \$2,925.00 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 # 1662

DATE 06/01/2024

DUE DATE 06/01/2024

TERMS Due on receipt

DATE	ACCOUNT SUMMARY	AMOUNT
03/05/2024	Balance Forward	11,797.50
	Other payments and credits after 03/05/2024 through 05/31/2024	-11,797.50
06/01/2024	Other invoices from this date	0.00
	New charges (details below)	2,925.00
	Total Amount Due	2,925.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/29/2024	Principal Engineer RAI review, process extension request	1:00	195.00	195.00
05/01/2024	Principal Engineer RAI response coordination with John H	1:00	195.00	195.00
05/15/2024	Principal Engineer Review RAI response and meeting w/ John	1:30	195.00	292.50
05/23/2024	Principal Engineer Review draft RAI responses	2:00	195.00	390.00
05/24/2024	Principal Engineer Review draft RAI responses, District conference call	2:00	195.00	390.00
05/28/2024	Principal Engineer Draft RAI responses	1:30	195.00	292.50
05/30/2024	Principal Engineer Draft RAI responses	2:00	195.00	390.00
05/31/2024	Principal Engineer Draft RAI responses	4:00	195.00	780.00

TOTAL OF NEW CHARGES 2,925.00
BALANCE DUE \$2,925.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

JUNE 11, 2024

CONSENT AGENDA

INVOICE FROM HINTERLAND GROUP, INC. – SWSA PROJECT 2

Please find attached invoice in the amounts of \$531,784.69 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Retainage	Amount Paid	Remaining Balance
						\$11,954,105.00
Jun-23	1	Jun-23			\$302,829.81	\$11,651,275.19
Jul-23	2	Jul-23			\$559,224.46	\$11,092,050.73
Aug-23	3	Aug-23			\$1,064,874.13	\$10,027,176.60
Sep-23	4	Sep-23			\$882,815.44	\$9,144,361.16
Oct-23	5	Oct-23			\$590,564.39	\$8,553,796.77
Nov-23	6	Nov-23			\$372,055.78	\$8,181,740.99
Dec-23	7	Dec-23			\$242,146.59	\$7,939,594.40
Jan-24	8	Jan-24			\$404,627.44	\$7,534,966.96
Feb-24	9	Feb-24			\$369,339.17	\$7,165,627.79
Mar-24	10	Mar-24			\$391,876.52	\$6,773,751.27
Apr-24	11	Apr-24			\$507,927.60	\$6,265,823.67
May-24	12				\$625,894.94	\$5,639,928.73
Jun-24	13		\$531,784.69	\$360,313.73		\$4,747,830.31

Staff recommends approval of these invoice in the amounts of \$531,784.69 to Hinterland Group, Inc.



June 4, 2024

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

**RE: SWSA Project 2 – Vacuum Collection System
Hinterland Group, Inc. – Pay Application No. 13**

Mr. Hayford:

Please find attached Pay Application No. 13 for the above-referenced project, recommended for payment in the amount of \$531,784.69, which covers work confirmed to have been completed and materials stored for the period from May 3 - 31, 2024, less the required 5% retainage. In support of our recommendation for payment, we have attached our daily RPR logs for the month, and a Monthly Summary Report, along with other supporting documentation from the contractor (Consent of Surety, etc.).

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

Contractor's Application for Payment

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

Application No.: <u>13</u>	Application Date: <u>5/31/2024</u>
Application Period: From <u>5/3/2024</u> to <u>5/31/2024</u>	

1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 11,954,105.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,206,274.69
5. Retainage	
a. <u>5%</u> X <u>\$ 6,180,772.27</u> Work Completed	\$ 309,038.61
b. <u>5%</u> X <u>\$ 1,025,502.42</u> Stored Materials	\$ 51,275.12
c. Total Retainage (Line 5.a + Line 5.b)	\$ 360,313.73
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 6,845,960.96
7. Less previous payments (Line 6 from prior application)	\$6,314,176.27
8. Amount due this application	\$ 531,784.69
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 4,747,830.31

Contractor's Certification

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


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

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

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

Contractor: Josh Ramirez

Signature:  **Date:** 6/4/2024

Recommended by Engineer: <u>Jeffrey M Sumner, PE</u>	Approved by Owner : <u>Steve Nelson</u>
By: 	By: _____
Title: <u>President</u>	Title: <u>Chairman</u>
Date: <u>June 4, 2024</u>	Date: <u>June 11, 2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Okeechobee Utility Authority	Owner's Project No.:	
Engineer:	Summer 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.:	13	Application Period:	From 05/03/24 to 05/31/24	Application Date:	05/31/24
-------------------------	----	----------------------------	---------------------------	--------------------------	----------

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	361,666.64	20,989.58		382,656.22	49%	392,343.78
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	68,100.00	5,250.00		73,350.00	70%	31,650.00
5	Existing Utility Location / Identification	\$ 30,000.00	19,500.00	1,500.00		21,000.00	70%	9,000.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	22,750.00	1,750.00		24,500.00	70%	10,500.00
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	273,200.00	36,500.00		309,700.00	85%	55,300.00
10c	Roof	\$45,000.00				-	0%	45,000.00
10d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00
10e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00				-	0%	45,000.00
10f	Generator	\$200,000.00				-	0%	200,000.00
10g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
10h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	97,500.00		6,867.30	104,367.30	70%	45,632.70
10i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
10j	Interior Piping	\$65,000.00				-	0%	65,000.00
10k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
10l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
10m	HVAC	\$40,000.00				-	0%	40,000.00
10n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
10o	Odor Control	\$15,000.00				-	0%	15,000.00
10p	Plumbing	\$8,500.00	6,375.00			6,375.00	75%	2,125.00
10q	Bathroom	\$7,500.00				-	0%	7,500.00
10r	Doors	\$25,000.00				-	0%	25,000.00
10s	Concrete Drive	\$65,000.00				-	0%	65,000.00
10t	Underdrain	\$20,000.00	20,000.00			20,000.00	100%	-
10u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	77,645.00			77,645.00	95%	3,855.00
Vacuum Pump Station No. 5								
11a	Excavation and Dewatering	\$80,000.00	72,000.00			72,000.00	90%	8,000.00
11b	Building Shell	\$365,000.00		91,250.00		91,250.00	25%	273,750.00
11c	Roof	\$45,000.00				-	0%	45,000.00
11d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$19,787.20.
hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished
and that all work has been completed. This constitutes a Final Release of Lien.

Property: OUA SWSA Project 2 Vacuum Collection System

Contractors Job: 22-0234-00

Dated on this 23rd day of April, 2024.

Streamline Paving, Inc.

(Lienor's Name)

Kenzi DeKeyser

(Signature)

Kenzi DeKeyser

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

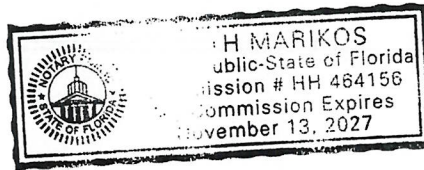
STATE OF Florida

COUNTY OF PSL

The foregoing instrument was acknowledged before me by means of physical presence or
[] online notarization this 1st day of May 2024 by Kenzi
_____ who is personally known to me [] or has produced a
FL DL _____ as identification.

Notary Public Beth Marikos

My Commission Expires _____



FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the total payment in the amount of \$18,305.00.

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

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

Property: OUA SWSA Project 2 Vacuum Collection System

Contractors Job: 22-0234-00

Dated on this 24th day of May, 2024.

Vest Concrete Contractors, Inc.

(Lienor's Name)

Ellen Vest

(Signature)

Ellen Vest VICEPRES VEST CONCRETE

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

STATE OF _____

COUNTY OF _____

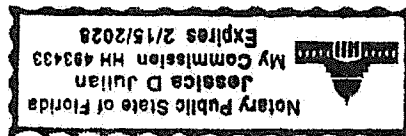
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 28th day of May 2024 by _____ who is personally known to me [] or has produced a [] _____ as identification.

Notary Public

Jessica D Julian

My Commission Expires

2/15/2028





June 4, 2024

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

**RE: Southwest Wastewater Service Area (SWSA) Project 2
Collection System and Pump Stations
Monthly Status Report (May 3 - 31, 2024)**

Mr. Hayford:

This letter is intended to summarize activities completed from May 3 – 31, 2024, on SWSA Project 2, including the vacuum collection system and vacuum stations.

COLLECTION SYSTEM

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

- Installed (1) VPA on SW 28th Street.
- Installed (3) VPAs on SW 21st Court.
- Installed (7) VPAs on SW 21st Street (Oak Park).
- Installed (1) VPA on SW 22nd Street (Oak Park).
- Installing 6" vacuum pipe pipe along SW 24th Ave. and SW 32nd Street.
- Grading, dressing and sod installation in areas disturbed by construction.
- Asphalt roadway reconstruction on SW 18th Court, SW 21st Street and SW 18th Court.
- Asphalt roadway shoulder repairs on SW 16th Street between SW 24th Ave. and SW 23rd Terrace.
- Asphalt driveway replacement on 21st Court.

VACUUM STATION 4

- Continued electrical conduit installation
- Completed block wall construction

VACUUM STATION 5

- Installed forms and rebar for basement slab
- Began electrical conduit installation

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

ATTACHMENT A

SITE CONSTRUCTION PHOTOS COLLECTION SYSTEM





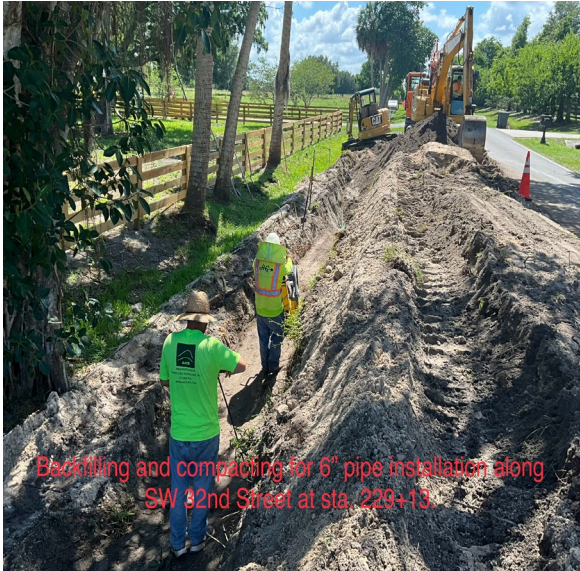
Install 6" pipe and DV's at intersection of SW 24th Ave. and SW 32nd Street.



Asphalt Paving on SW 16th Street between 24th Avenue and 23rd Terrace.



Installing rebar for basement floor slab at VPS #5.



Backfilling and compacting for 6" pipe installation along SW 32nd Street at sta. 229+13.



Install Type A, VPA on SW 21st Street at sta 180+11.



Install Type B, VPA on SW 21st Street at sta 178+83.



Install Type B, VPA on 21st Street at sta 177+04.



Install Type B, VPA on SW 21st Street at sta 176+19.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

JUNE 11, 2024

CONSENT AGENDA

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

Please find attached invoice in the amounts of \$12,775.00 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$255,500.00
Feb-24	1	Feb-24		\$60,681.25	\$194,818.75
Apr-24	2	Apr-24		\$139,566.88	\$55,251.87
Apr-24	3	Apr-24		\$42,476.87	\$12,775.00
Jun-24	4		\$12,775.00		\$0.00

Staff recommends approval of this invoice in the amount of \$12,775.00 to Hinterland Group, Inc.



HOLTZ CONSULTING ENGINEERS, INC

June 5, 2024

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

Subject: **Okeechobee Utility Authority
S.W. 24th Avenue Asbestos Concrete Pipe Removal
Hinterland Group, Inc.
Application for Payment No. 4 - FINAL**

Dear Mr. Hayford,

Attached is Application for Payment No. 4 and supporting documents for the above referenced project, as submitted by Hinterland Group, Inc. This requisition is for remaining retainage previously held on this project. This project is now complete.


The amount of payment requested for work completed is **\$12,775.00**.

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.


Christine Miranda, PE
Principal Engineer

Attachments – Signed copy of Application for Payment No. 4

cc: Josh Ramirez, Hinterland Group, Inc.
File

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Okeechobee Utility Authority**

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

APPLICATION NO: **4**

APPLICATION DATE: **June 4, 2024**
 PERIOD FROM: **March 27, 2024**
 PERIOD TO: **June 4, 2024**
 REVISION DATE:
 CONTRACT NO.:
 CONTRACTOR NO.: **23-0095-00**

FROM CONTRACTOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

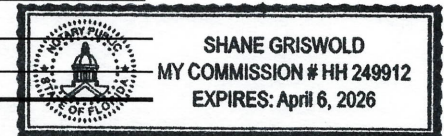
1. ORIGINAL CONTRACT SUM	\$	<u>255,500.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>255,500.00</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>255,500.00</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work	\$	<u>0.00</u>
(Column D + E on G703)		
b. _____ % of Stored Material	\$	<u>0.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>255,500.00</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>242,725.00</u>
8. CURRENT PAYMENT DUE	\$	<u>12,775.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>0.00</u>
(Line 3 less Line 6)		

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

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

CONTRACTOR: HINTERLAND GROUP, INC.
 By: [Signature] Date: 6/4/2024
 Josh Ramirez, Project Manager

State of: Florida County of: Palm Beach
 Subscribed and sworn to before me this 4 day of June 2024
 Notary Public: [Signature]
 My Commission expires: _____



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 12,775.00

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

ENGINEER/ARCHITECT:
 By: [Signature] Date: 6/5/24
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

AIA DOCUMENT G703

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

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

APPLICATION NO: 2
 APPLICATION DATE: 3/4/2024
 PERIOD TO: 3/1/2024
 PROJECT NO.: 23-0095-00
 CONTRACT NO.:

A ITEM NO.	B DESCRIPTION OF WORK ITEM	C QTY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE TOTAL	G		H		I QTY TO DATE	J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K		L BALANCE TO FINISH (F - K)	M TOTAL RETAINAGE
						WORK COMPLETED FROM PREVIOUS APPL		WORK COMPLETED THIS PERIOD				TOTAL COMPLETED AND STORED TO DATE (G+H+J)	% (K + F)		
						QTY	AMOUNT (G + H)	QTY	AMOUNT						
1	AC PIPE REMOVAL INCLUDING MOBILIZATION AND DEMOBILIZATION OF THE NECESSARY CREWS AND EQUIPMENT TO THE PROJECT SITE, MAINTENANCE OF TRAFFIC, DEWATERING AS NEEDED, EXCAVATION, REMOVAL AND DISPOSAL OF APPROXIMATELY 4,000 LF OF 6" ASBESTOS CEMENT PIPE. A/C PIPING WILL BE DISPOSED OF BY A LICENSED ASBESTOS CONTRACTOR. THIS ALSO INCLUDES ALL ROADWAY RESTORATION WITH ROAD ROCK, APPROXIMATELY 20,000 SF OF ASPHALT PAVEMENT PER PLANS AND 6" WHITE THERMO STRIPING ALONG WESTERN EDGE OF ROAD, AND SOD RESTORATION.	1	LS	\$ 255,500.00	\$255,500.00	1.000	\$255,500.00		\$0.00		\$0.00	\$255,500.00	100%	\$0.00	\$ 12,775.00
					\$255,500.00		\$255,500.00		\$0.00	-	\$0.00	\$255,500.00		\$0.00	\$ -

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

JUNE 11, 2024

CONSENT AGENDA

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

Please find attached invoice in the amounts of \$49,102.76 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$5,143,000.00
Jul-22	Change Order #1		-\$712,125.05		\$4,430,874.95
Oct-22	1	Oct-22		\$110,913.06	\$4,319,961.89
Dec-22	2	Dec-22		\$478,757.06	\$3,841,204.83
Jan-23	3	Jan-23		\$280,563.22	\$3,560,641.61
Feb-23	4	Feb-23		\$231,874.10	\$3,328,767.51
Mar-23	5	Mar-23		\$330,737.75	\$2,998,029.76
Mar-23	6	Mar-23		\$403,728.72	\$2,594,301.04
Apr-23	7	Apr-23		\$323,735.44	\$2,270,565.60
Jun-23	8	Jun-23		\$71,522.68	\$2,199,042.92
Jun-23	Change Order #2		\$818,942.62		\$3,017,985.54
Aug-23	Change Order #3		-\$150,274.26		\$2,867,710.28
Aug-23	9	Aug-23		\$175,634.19	\$2,692,076.09
Aug-23	10	Aug-23		\$52,983.35	\$2,639,092.74
Oct-23	11	Oct-23		\$244,523.16	\$2,394,569.58
Nov-23	12	Nov-23		\$427,149.64	\$1,967,419.94
Dec-23	13	Dec-23		\$337,045.37	\$1,630,374.57
Jan-24	14	Jan-24		\$186,081.54	\$1,444,293.03
Feb-24	15	Feb-24		\$121,858.97	\$1,322,434.06
Mar-24	16	Mar-24		\$218,221.64	\$1,104,212.42
Apr-24	17	Apr-24		\$186,061.33	\$918,151.09
May-24	18	May-24		\$175,634.24	\$742,516.85
Jun-24	19		\$49,102.76		\$693,414.09

Staff recommends approval of these invoice in the amounts of \$49,102.76 to Hinterland Group, Inc.



June 5, 2024
235-006.03

(Sent via email to jhayford@ouafl.com)

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

Dear Mr. Hayford:

Reference: Application and Certificate for Payment No. 19
Pine Ridge Park Utility System Improvements

Enclosed is revised Payment Application and Certificate No. 16 for the above referenced project from Hinterland Group, Inc. **We recommend funding the requested hard cost amount of \$49,102.76 as payment for work completed from May 4, 2024, through May 31, 2024.** The work for which payment is being requested includes:

1. Partial Payment of 1.25% of Line Item 1- Mobilization
2. Partial Payment of 10% of Line Item 3- As Built Record Drawings
3. Partial Payment of 1.25% of Line Item 4- Maintenance of Traffic
4. Partial Payment of .25% of Line Item 6- NPDES General Construction Permit Compliance
5. Partial Payment of 5% of Line Item 10F- Overhead Crane.
6. Complete Payment of Line Item 10H- Flovac System (Furnish Only).
7. Complete Payment of Line Item 10I- Piping Material (Furnish Only).
8. Partial Payment of 5% of Line Item 10M- Odor Control.
9. Complete Payment of Line Item 10O- Bathroom
10. Complete Payment of Line Item 10P- Doors.
11. Partial Payment of 82 SY of Line Item 27- Concrete Driveways, Complete.
12. Partial Payment of Change Order #02 addition of all sanitary sewer connections from R/W to Customer Tie-In. A total of 1 connections were made during this pay period.
13. Partial Payment of Change Order #02 addition of all water service connections from R/W to Customer Tie-In. A total of 2 connections were made during this pay period.

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

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

calendar day plus engineering expenses and fees shall be assessed for each day beyond the date of Final Completion.

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

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

Sincerely,

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

Stephanie Bortz, E.I.

Encl.

V:\Projects\CSFL122\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Pay Requests\Pay App #19\Pay App #19.docx

**PAYMENT APPLICATION AND CERTIFICATE
SIGNATURE PAGE**

APPLICATION NUMBER 19

DATE	<u>June 5, 2024</u>	PROJECT NUMBER	<u>235-006.03</u>
PERIOD FROM	<u>May 4, 2024</u>	TO	<u>May 31, 2024</u>
PROJECT NAME	<u>Pine Ridge Park Utility Improvements</u>		
CONTRACTOR	<u>Hinterland Group, Inc.</u>		

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

CHA Consulting, Inc. <u><i>Douglas Hammon</i></u>	Date <u>6/5/2024</u>
Owner _____	Date _____
_____	Date _____

ACKNOWLEDGMENT OF PAYMENT

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

Contractor Hinterland Group, Inc.

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

By Mr. Joshua Ramirez

Title: Project Manager

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

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

PAYMENT APPLICATION AND CERTIFICATE

Date: 6/4/2024

Project No: 235-006.03

Application No: 19

Period From May 4, 2024

To May 31, 2024

Project: Pine Ridge Park Utility Improvements

To Owner: Okeechobee Utility Authority

From Contractor: Hinterland Group, Inc.

Thru Engineer: CHA Companies

1.	Original Contract Sum.....	\$ <u>5,143,000.00</u>
2.	Approved Contract Modifications.....	\$ <u>(43,456.66</u>
3.	Contract Modifications Approved This Period (List Contract Modification Numbers _____ And attach copies of Contract Modifications).....	\$ <u>0.00</u>
4.	Revised Contract Amount (Sum of Lines 1 & 2).	\$ <u>5,099,543.34</u>
5.	Total Value of Work completed to Date.....	\$ <u>4,638,030.79</u>
6.	Less Amount Retained (<u>5</u> %).	\$ <u>231,901.54</u>
7.	Subtotal (Line 5 - Line 6).....	\$ <u>4,406,129.25</u>
8.	Less Previous Certificates for Payment..... (Line 7 from previous application)	\$ <u>4,357,026.49</u>
9.	Current Payment Due (Line 7 - Line 8).	\$ <u>49,102.76</u>
10.	Balance to Finish Plus Retainage (Line 4 - Line 7).	\$ <u>693,414.09</u>
11.	Percent Project Complete (_____ %)	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies:

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

Josh Ramirez

Contractor

6/4/2024

Date

Payment of the amount in
Line 9 is recommended.

Project Representative

Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

PROJECT: **PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **19**

APPLICATION DATE: **May 31, 2024**

PERIOD FROM: **May 4, 2024**

PERIOD TO: **May 31, 2024**

REVISION:

CONTRACT NO.: **235-006.03**

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

FROM CONTRACTOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>5,143,000.00</u>
2. Net change by Change Orders	\$	<u>(43,456.66)</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>5,099,543.34</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>4,638,030.79</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>231,901.54</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>0.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>231,901.54</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$4,406,129.25</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>4,357,026.49</u>
8. CURRENT PAYMENT DUE	\$	<u>49,102.76</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>693,414.09</u>
(Line 3 less Line 6)		

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

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

CONTRACTOR: HINTERLAND GROUP, INC.

By: [Signature] Date: 6/5/2024
Josh Ramirez, Project Manager

State of: Florida

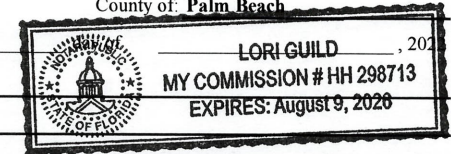
County of: Palm Beach

Subscribed and sworn to before me this

Notary Public:

[Signature]

My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . \$ 49,102.76

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

ENGINEER/ARCHITECT:

By: [Signature] Date: 6/5/2024

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

SCHEDULE OF VALUES

AIA DOCUMENT G703

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

CONTRACT: 235-006.03

PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION NO: 18

APPLICATION DATE: 5/3/2024

PERIOD TO: 5/3/2024

PROJECT NO.: 235-006.03

CONTRACT NO.: 22-0039-00

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

A ITEM NO.	FDOT PAY ITEM NO.	B DESCRIPTION OF WORK ITEM	C QTY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE TOTAL	G WORK COMPLETED FROM PREVIOUS APPL		H WORK COMPLETED THIS PERIOD		I QTY TO DATE	J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+I)	L BALANCE TO FINISH (F - K)	M TOTAL RETAINAGE 5.00%	
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
GENERAL																
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00	0.988	\$312,050.00	0.0125	\$3,950.00	1	\$0.00	\$316,000.00	100%	\$0.00	\$15,800.00
2		Indemnification	1	LS	\$ 51,500.00	\$51,500.00	1.000	\$51,500.00		\$0.00	1	\$0.00	\$51,500.00	100%	\$0.00	\$2,575.00
3		As-Built Record Drawings	1	LS	\$ 34,200.00	\$34,200.00	0.850	\$29,070.00	0.1	\$3,420.00	0.95	\$0.00	\$32,490.00	95%	\$1,710.00	\$1,624.50
4		Maintenance of Traffic	1	LS	\$ 34,200.00	\$34,200.00	0.988	\$33,772.50	0.0125	\$427.50	1	\$0.00	\$34,200.00	100%	\$0.00	\$1,710.00
5		Existing Utility Location/ Identification	1	LS	\$ 10,260.00	\$10,260.00	1.000	\$10,260.00		\$0.00	1	\$0.00	\$10,260.00	100%	\$0.00	\$513.00
6		NPDES General Construction Permit Compliance	1	LS	\$ 10,260.00	\$10,260.00	0.998	\$10,234.35	0.0025	\$25.65	1	\$0.00	\$10,260.00	100%	\$0.00	\$513.00
SANITARY SYSTEM																
7a		Furnish and install SDR 21 PVC vacuum main, complete - 4 inch	8100.00	LF	\$46.46	\$376,326.00	8100.000	\$376,326.00		\$0.00	8100	\$0.00	\$376,326.00	100%	\$0.00	\$18,816.30
7b		Furnish and install SDR 21 PVC vacuum main, complete - 6 inch	1900.00	LF	\$57.35	\$108,965.00	1900.000	\$108,965.00		\$0.00	1900	\$0.00	\$108,965.00	100%	\$0.00	\$5,448.25
7c		Furnish and install SDR 21 PVC vacuum main, complete - 8 inch	600.00	LF	\$79.80	\$47,880.00	600.000	\$47,880.00		\$0.00	600	\$0.00	\$47,880.00	100%	\$0.00	\$2,394.00
8a		Furnish and install division valves and boxes, complete - 4-inch	12.00	EA	\$ 2,115.00	\$25,380.00	12.000	\$25,380.00		\$0.00	12	\$0.00	\$25,380.00	100%	\$0.00	\$1,269.00
8b		Furnish and install division valves and boxes, complete - 6-inch	5.00	EA	\$ 2,360.00	\$11,800.00	5.000	\$11,800.00		\$0.00	5	\$0.00	\$11,800.00	100%	\$0.00	\$590.00
8c		Furnish and install division valves and boxes, complete - 8-inch	1.00	EA	\$ 3,741.00	\$3,741.00	1.000	\$3,741.00		\$0.00	1	\$0.00	\$3,741.00	100%	\$0.00	\$187.05
9a		Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	34	EA	\$ 8,800.00	\$ 299,200.00	34	\$299,200.00		\$0.00	34	\$0.00	\$299,200.00	100%	\$0.00	\$14,960.00
9b		Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	7	EA	\$ 9,575.00	\$ 67,025.00	7	\$67,025.00		\$0.00	7	\$0.00	\$67,025.00	100%	\$0.00	\$3,351.25
9c		Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	11	EA	\$ 10,035.00	\$ 110,385.00	11	\$110,385.00		\$0.00	11	\$0.00	\$110,385.00	100%	\$0.00	\$5,519.25
9d		Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3	EA	\$ 10,260.00	\$ 30,780.00	3	\$30,780.00		\$0.00	3	\$0.00	\$30,780.00	100%	\$0.00	\$1,539.00
Furnish and install vacuum pump station with equipment, complete																
10a		Mobilization	1	LS	\$ 50,140.00	\$50,140.00	1	\$50,140.00		\$0.00	1	\$0.00	\$50,140.00	100%	\$0.00	\$2,507.00
10b		Underground Building Section Excavation and Dewatering	1	LS	\$ 65,000.00	\$65,000.00	1	\$65,000.00		\$0.00	1	\$0.00	\$65,000.00	100%	\$0.00	\$3,250.00
10c		Building Shell	1	LS	\$ 340,000.00	\$340,000.00	1	\$340,000.00		\$0.00	1	\$0.00	\$340,000.00	100%	\$0.00	\$17,000.00
10d		Finish Roofing	1	LS	\$ 35,000.00	\$35,000.00	0.95	\$33,250.00		\$0.00	0.95	\$0.00	\$33,250.00	95%	\$1,750.00	\$1,662.50
10e		Gutters	1	LS	\$ 12,000.00	\$12,000.00	1	\$12,000.00		\$0.00	1	\$0.00	\$12,000.00	100%	\$0.00	\$600.00
10f		Overhead Crane	1	LS	\$ 40,000.00	\$40,000.00	0.9	\$36,000.00	0.05	\$2,000.00	0.95	\$0.00	\$38,000.00	95%	\$2,000.00	\$1,900.00
		Generator (Furnish Only)	1	LS	\$ 125,000.00	\$125,000.00	0	\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$125,000.00	\$0.00
10g		Electrical	1	LS	\$ 235,000.00	\$235,000.00	0.95	\$223,250.00		\$0.00	0.95	\$0.00	\$223,250.00	95%	\$11,750.00	\$11,162.50
10h		Flovac System (Furnish Only)	1	LS	\$ 481,000.00	\$481,000.00	0.95	\$456,950.00	0.05	\$24,050.00	1	\$0.00	\$481,000.00	100%	\$0.00	\$24,050.00
10i		Piping Material (Furnish Only)	1	LS	\$ 45,000.00	\$45,000.00	0.95	\$42,750.00	0.05	\$2,250.00	1	\$0.00	\$45,000.00	100%	\$0.00	\$2,250.00
10j		Stucco and Paint Finish	1	LS	\$ 55,000.00	\$55,000.00	1	\$55,000.00		\$0.00	1	\$0.00	\$55,000.00	100%	\$0.00	\$2,750.00
10k		HVAC	1	LS	\$ 35,000.00	\$35,000.00	1	\$35,000.00		\$0.00	1	\$0.00	\$35,000.00	100%	\$0.00	\$1,750.00
10l		Louvers and Metalwork	1	LS	\$ 45,000.00	\$45,000.00	1	\$45,000.00		\$0.00	1	\$0.00	\$45,000.00	100%	\$0.00	\$2,250.00
10m		Order Control	1	LS	\$ 15,000.00	\$15,000.00	0.95	\$14,250.00	0.05	\$750.00	1	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
10n		General Plumbing	1	LS	\$ 12,000.00	\$12,000.00	0.95	\$11,400.00		\$0.00	0.95	\$0.00	\$11,400.00	95%	\$600.00	\$570.00
10o		Bathroom	1	LS	\$ 15,000.00	\$15,000.00	0.9	\$13,500.00	0.1	\$1,500.00	1	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
10p		Doors	1	LS	\$ 25,000.00	\$25,000.00	0.9875	\$24,687.50	0.0125	\$312.50	1	\$0.00	\$25,000.00	100%	\$0.00	\$1,250.00
10q		Labor and Supervision for installation and General Site Work	1	LS	\$ 125,000.00	\$125,000.00	0.9875	\$123,437.50		\$0.00	0.9875	\$0.00	\$123,437.50	99%	\$1,562.50	\$6,171.88
OUA Vacuum Building Breakdown Total																
11		Abandon septic tanks, complete	111	EA	\$ 1,370.00	\$152,070.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$152,070.00	\$0.00
12		Abandon manholes, complete	7	EA	\$ 1,940.00	\$13,580.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$13,580.00	\$0.00
13		Furnish and install Sanitary Service Connections (R/W to Customer Tie-In), complete	111	EA	\$ 3,085.00	\$342,435.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$342,435.00	\$0.00
14		Grout and Abandon Sanitary Sewer Pipe, complete	450	LF	\$ 15.50	\$6,975.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$6,975.00	\$0.00
WATER SYSTEM																
15a		Furnish and install C900 DR 18 PVC water main, complete - 6-inch	1,350	LF	\$ 37.40	\$50,490.00	1310	\$48,994.00		\$0.00	1310	\$0.00	\$48,994.00	97%	\$1,496.00	\$2,449.70
15b		Furnish and install C900 DR 18 PVC water main, complete - 8-inch	1,370	LF	\$ 50.10	\$68,637.00	1264	\$63,326.40		\$0.00	1264	\$0.00	\$63,326.40	92%	\$5,310.60	\$3,166.32
16a		Furnish and install SDR 11 HDPE water main, complete - 2-inch	3,460	LF	\$ 19.70	\$68,162.00	3460	\$68,162.00		\$0.00	3460	\$0.00	\$68,162.00	100%	\$0.00	\$3,408.10
17a		Furnish and install gate valves and boxes, complete 6"	12	EA	\$ 2,540.00	\$30,480.00	12	\$30,480.00		\$0.00	12	\$0.00	\$30,480.00	100%	\$0.00	\$1,524.00
17b		Furnish and install gate valves and boxes, complete 8"	5	EA	\$ 3,340.00	\$16,700.00	5	\$16,700.00		\$0.00	5	\$0.00	\$16,700.00	100%	\$0.00	\$835.00
18a		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Main	13	EA	\$ 1,150.00	\$14,950.00	13	\$14,950.00		\$0.00	13	\$0.00	\$14,950.00	100%	\$0.00	\$747.50
18b		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Fire Hydrant	4	EA	\$ 1,150.00	\$4,600.00	4	\$4,600.00		\$0.00	4	\$0.00	\$4,600.00	100%	\$0.00	\$230.00
19		Furnish and install fire hydrant assemblies, complete	5	EA	\$ 9,300.00	\$46,500.00	5	\$46,500.00		\$0.00	5	\$0.00	\$46,500.00	100%	\$0.00	\$2,325.00
20a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,000.00	\$4,000.00	4	\$4,000.00		\$0.00	4	\$0.00	\$4,000.00	100%	\$0.00	\$200.00
20b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,800.00	\$7,200.00	4	\$7,200.00		\$0.00	4	\$0.00	\$7,200.00	100%	\$0.00	\$360.00
20c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,600.00	\$38,400.00	24	\$38,400.00		\$0.00	24	\$0.00	\$38,400.00	100%	\$0.00	\$1,920.00
20d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,730.00	\$65,520.00	24	\$65,520.00		\$0.00	24	\$0.00	\$65,520.00	100%	\$0.00	\$3,276.00
21		Furnish and Install Water Service Connections (R/W to Customer Tie-In), complete	131	EA	\$ 1,460.00	\$191,260.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$191,260.00	\$0.00

SCHEDULE OF VALUES

AIA DOCUMENT G703

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

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

APPLICATION NO: 18
APPLICATION DATE: 5/3/2024
PERIOD TO: 5/3/2024
PROJECT NO.: 235-006.03
CONTRACT NO.: 22-0039-00

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

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED		I WORK COMPLETED		J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+I)	L % (K - F)	M BALANCE TO FINISH (F - K)	N TOTAL RETAINAGE 5.00%	
							FROM PREVIOUS APPL		THIS PERIOD							QTY TO DATE
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00	
23		Furnish and install ductile iron compact fittings with reaction blocking or thrust restraints, complete	1.5	TN	\$ 18,200.00	\$27,300.00	1.4	\$25,480.00		\$0.00	1.4	\$0.00	93%	\$1,820.00	\$1,274.00	
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00		\$0.00		\$0.00	0	\$0.00	0%	\$4,805.00	\$0.00	
		RESTORATION														
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00	11000	\$31,350.00		\$0.00	11000	\$0.00	100%	\$0.00	\$1,567.50	
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00	147	\$8,379.00		\$0.00	147	\$0.00	45%	\$10,431.00	\$418.95	
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00	1561.78	\$115,727.90	82	\$6,076.20	1643.78	\$0.00	89%	\$14,539.90	\$6,090.20	
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00	814	\$18,559.20		\$0.00	814	\$0.00	68%	\$8,800.80	\$927.96	
29		Asphalt Road Patch, complete	1,850	SY	\$ 25.30	\$46,805.00	1850	\$46,805.00		\$0.00	1850	\$0.00	100%	\$0.00	\$2,340.25	
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00	2	\$1,710.00		\$0.00	2	\$0.00	29%	\$4,275.00	\$85.50	
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	0%	\$10,000.00	\$0.00	
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00	29.50%	\$117,983.94		\$0.00	0.29495985	\$0.00	29%	\$282,016.06	\$5,899.20	
		Change Orders														
CO#1 -1		Removal of all septic tank abandonments. This affects Bid Item No. 11	1.00	LS	-\$152,070.00	-\$152,070.00		\$0.00		\$0.00	0	\$0.00	0%	-\$152,070.00	\$0.00	
CO#1 -2		Removal of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	1.00	LS	-\$342,435.00	-\$342,435.00		\$0.00		\$0.00	0	\$0.00	0%	-\$342,435.00	\$0.00	
CO#1 -3		Removal of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	1.00	LS	-\$191,260.00	-\$191,260.00		\$0.00		\$0.00	0	\$0.00	0%	-\$191,260.00	\$0.00	
CO#1 -4		Removal of all well disconnections. This affects Bid Item No. 22.	1.00	LS	-\$19,240.00	-\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	-\$19,240.00	\$0.00	
CO#1 -5		Reduction of Bid Items No. 1 through 6 as a result of work being removed in items 1 through 5 above.	1.00	LS	-\$7,120.05	-\$7,120.05		\$0.00		\$0.00	0	\$0.00	0%	-\$7,120.05	\$0.00	
CO#2 -1		Addition of Bid Items No. 1 though 6 as a result of work being added in items 2 through 5 below.	1.00	LS	\$7,120.05	\$7,120.05	1	\$7,120.05		\$0.00	1	\$0.00	100%	\$0.00	\$356.00	
CO#2 -2		Addition of all septic tank abandonments. This affects Bid Item No. 11	111.00	EA	\$1,370.00	\$152,070.00		\$0.00		\$0.00	0	\$0.00	0%	\$152,070.00	\$0.00	
CO#2 -3		Addition of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	111.00	EA	\$3,702.00	\$410,922.00	143	\$529,386.00	1	\$3,702.00	144	\$0.00	130%	-\$122,166.00	\$26,654.40	
CO#2 -4		Addition of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	131.00	EA	\$1,752.60	\$229,590.60	94	\$164,744.40	2	\$3,505.20	96	\$0.00	73%	\$61,341.00	\$8,412.48	
CO#2 -5		Addition of all well disconnections. This affects Bid Item No. 22.	104.00	EA	\$185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00	
CO#3		Deductive Change Order for Generator	1.00	LS	-\$150,274.26	-\$150,274.26		\$0.00		\$0.00		\$0.00	0%	\$150,274.26	\$0.00	
		TOTAL				\$5,099,543.34		\$4,586,061.74		\$51,969.05		\$0.00		\$4,638,030.79	\$611,786.81	
		BID ALTERNATE ITEMS														
1A		Furnish and install 2-inch HDPE water main via directional drill, inclusive of all fittings, transition pieces, appurtenances; set up, mobilization, and demobilization	3,460	LF	\$ 17.20	\$59,512.00		\$0.00		\$0.00	0	\$0.00	0%	\$59,512.00	\$0.00	
2A-a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,120.00	\$4,480.00		\$0.00		\$0.00	0	\$0.00	0%	\$4,480.00	\$0.00	
2A-b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,915.00	\$7,660.00		\$0.00		\$0.00	0	\$0.00	0%	\$7,660.00	\$0.00	
2A-c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,710.00	\$41,040.00		\$0.00		\$0.00	0	\$0.00	0%	\$41,040.00	\$0.00	
2A-d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,845.00	\$68,280.00		\$0.00		\$0.00	0	\$0.00	0%	\$68,280.00	\$0.00	
3A		Deductive Alternate for providing an Alternate Generator System/ Manufacturer meeting the requirements of specifications Section 16204T. (Value accounted for under G702)	1	LS	\$ 150,274.26	\$150,274.26		\$0.00		\$0.00	0	\$0.00	0%	\$150,274.26	\$0.00	



Monthly Project Status Update – May 2024

Project Name: Pine Ridge Park Utility Improvements

Project No.: 235-006.03

Client: Okeechobee Utility Authority

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

Engineer’s Project Manager: Stephanie Bortz, E.I.

Contractor: Hinterland Group, Inc.

Contractor’s Project Manager: Joshua Ramirez

Work completed this month:

- Contractor shop drawing review.
- Contractor continues their MOT setup.
- CHA Consulting, Inc. conducted an onsite visits of Vacuum Pump Station construction with Hinterland Group, Inc. to review the status of the project.
- Completed a Pre-Commissioning of the Flovac Equipment on May 22, 2024.
- Contractor continued work on Vacuum Pump Station site to include Flovac equipment installation and calibration, coordinating generator start up and training and continued to install general plumbing and electrical equipment and wiring for the station.
- Contractor continued the customer connections for the project for sewer and water connections.

Project Schedule Status:

Notice to Proceed (NTP)	June 21, 2022
Original Contract Date of Substantial Completion (425 days)	August 19, 2023
Original Contract Date of Final Completion (455 days)	September 18, 2023
Revised Contract Date of Substantial Completion (606 days)	February 16, 2024
Revised Contract Date of Final Completion (636 days)	March 18, 2024

Days Since NTP	715
Days Remaining until Substantial Completion	-110
Percent of Days Remaining	0%

Project Financial Status:

Contractor’s Payment Applications

Pay App. No.	Payment Amount	Contract Amount	Remaining	Percent Complete
19	\$49,102.76	\$5,099,543.34 ¹	\$693,414.09	90.95% ²

¹ Per Change Order No. 3

²Total Work Completed To Date plus Retainage.

V:\Projects\CSFL122\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Monthly Reports EEI_CHA\2024\5- May\Pine Ridge Park Monthly Report - May 2024.docx

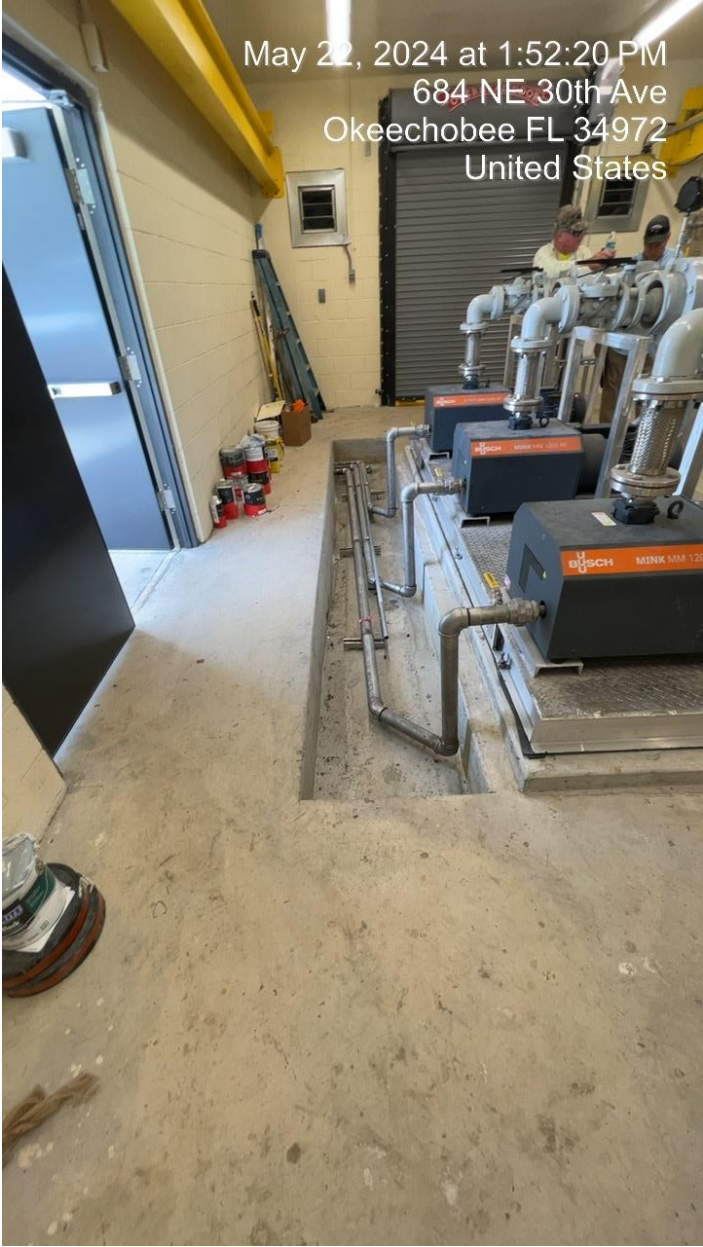


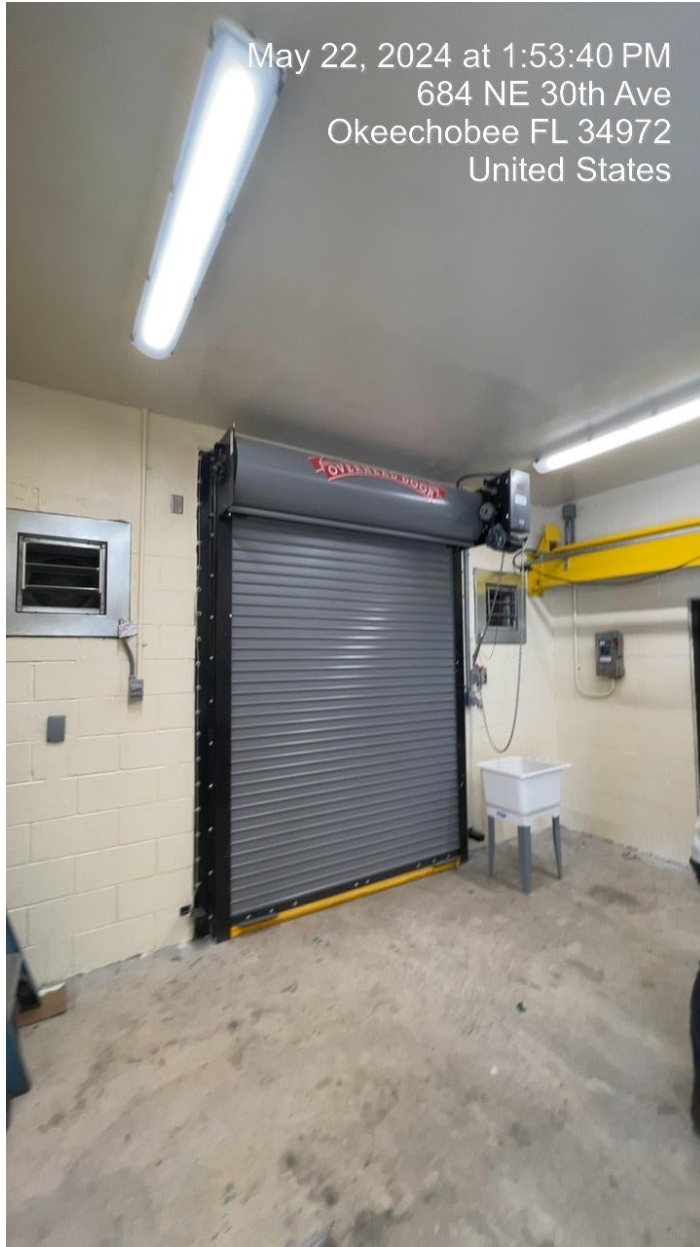












OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

JUNE 11, 2024

CONSENT AGENDA

**INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – SW 24th AVENUE AC PIPE
REMOVAL**

Please find attached invoice in the amount of \$888.00 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$24,375.00
Mar-23	1	Mar-23		\$6,462.50	\$17,912.50
Apr-23	2	Apr-23		\$5,170.00	\$12,742.50
Jun-23	3	Jun-23		\$1,292.50	\$11,450.00
Sep-23	4	Sep-23		\$2,570.00	\$8,880.00
Feb-24	5	Feb-24		\$2,220.00	\$6,660.00
Mar-24	5	Mar-24		\$3,996.00	\$2,664.00
Apr-24	6	Apr-24		\$1,776.00	\$888.00
Jun-24	7		\$888.00		\$0.00

Staff recommends approval of this invoice in the amount of \$888.00 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: June 6, 2024
INVOICE #: 11356-8-FINAL
CLIENT: OUA
PROJECT: SW 24th Ave. Asbestos
Cement WM Removal &
Disposal
Purchase Order: 11356

Bill To:

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

Lump Sum Contract Amount:	\$	24,375.00
Prior Invoices to Date:	\$	23,487.00
This Invoice Amount:	\$	<u>888.00</u>
Remaining Balance:	\$	-

THIS INVOICE AMOUNT: \$ 888.00

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

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

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

Holtz Consulting Engineers, Inc.



Summary of Invoice by Task Amount

Billing Period Thru:

June 5, 2024

Invoice #:

11356-8

PROJECT:

SW 24th Ave. Asbestos Cement WM
Removal & Disposal

TASK	DESCRIPTION	FULL AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT BILLED TO DATE	PREVIOUSLY BILLED	THIS INVOICE AMOUNT	BALANCE REMAINING
1	Design Services	\$ 12,925.00	100%	\$ 12,925.00	\$ 12,925.00	\$ -	\$ -
3	Bidding Services	\$ 2,570.00	100%	\$ 2,570.00	\$ 2,570.00	\$ -	\$ -
4	Engineering Services During Construction	\$ 8,880.00	100%	\$ 8,880.00	\$ 7,992.00	\$ 888.00	\$ -
		\$ 24,375.00		\$ 24,375.00	\$ 23,487.00	\$ 888.00	
							\$ -

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

JUNE 11, 2024

CONSENT AGENDA

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

Please find attached invoice in the amount of \$11,250.00 submitted by Craig A. Smith and Associates, LLC. Staff is aware of the work currently being done by Craig A. Smith and Associates, LLC. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$32,700.00
May-24	1	May-24		\$1,250.00	\$31,450.00
Jun-24	2		\$11,250.00		\$20,200.00

Staff recommends approval of this invoice in the amount of \$11,250.00 to Craig A. Smith and Associates, LLC.



Invoice

CRAIG A SMITH AND ASSOCIATES. LLC

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

Date 4/30/2024
 Invoice number 1876

Okeechobee Utility Authority

100 SW 5th Avenue
 Okeechobee, FL 34974

Payment terms NET 30

PO#0000011783

I I C A

Invoice through 4/30/2024

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

TASKS	Fee Amount	Current Billing	Percent Completed	Amount
CASA-003086 ENGINEERING DESIGN SERVICES	\$12,500.00	\$11,250.00	100.00%	\$12,500.00
CASA-003087 ENGINEERING PERMITTING SERVICES	\$1,500.00	\$0.00	0.00%	\$0.00
CASA-003088 SERVICES DURING BIDDING	\$2,500.00	\$0.00	0.00%	\$0.00
CASA-003089 PRE-CONSTRUCTION MEETING SERVICES	\$2,500.00	\$0.00	0.00%	\$0.00
CASA-003090 ENGINEERING SHOP DRAWING REVIEW	\$1,500.00	\$0.00	0.00%	\$0.00
CASA-003091 ESDC	\$3,500.00	\$0.00	0.00%	\$0.00
CASA-003092 INSPECTION	\$8,700.00	\$0.00	0.00%	\$0.00
FEE SUMMARY - LUMP SUM TOTAL	\$32,700.00			
	Total Fee Earned to Date			\$12,500.00
	Less Previous Billings			\$1,250.00
	Current LS Amount Due			\$11,250.00

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

JUNE 11, 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 \$9,872.50 submitted by Anderson Andre consulting Engineers, Inc. Staff is aware of the work currently being done by Anderson Andre Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$37,985.00
Sep-23	1	Sep-23		\$3,735.50	\$34,249.50
Dec-23	2	Dec-23		\$12,052.00	\$22,197.50
Jan-24	3	Jan-24		\$15,804.00	\$6,393.50
Jan-24	Change Order #1		\$104,675.00		\$111,068.50
Feb-24	4	Feb-24		\$12,360.50	\$98,708.00
Mar-24	5	Mar-24		\$4,757.50	\$93,950.50
Apr-24	6	Apr-24		\$8,795.00	\$85,155.50
May-24	7			\$10,925.00	\$74,230.50
Jun-24	8		\$9,872.50		\$64,358.00

Staff recommends approval of this invoice in the amount of \$9,872.50 to Anderson Andre Consulting Engineers, Inc.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A24-4488
Invoice Date: June 6, 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 #8 - Services Provided from May 4, 2024 through May 31, 2024
P.O. No. 11548

Engineering Technician;

• 05/06/24 - 7.5 hours @ \$65.00/hr.	\$487.50
• 05/08/24 - 7.5 hours @ \$65.00/hr.	\$487.50
• 05/09/24 - 8 hours @ \$65.00/hr.	\$520.00
• 05/10/24 - 9 hours @ \$65.00/hr.	\$585.00
• 05/14/24 - 9 hours @ \$65.00/hr.	\$585.00
• 05/16/24 - 9 hours @ \$65.00/hr.	\$585.00
• 05/17/24 - 6.5 hours @ \$65.00/hr.	\$422.50
• 05/20/24 - 9 hours @ \$65.00/hr.	\$585.00
• 05/21/24 - 9 hours @ \$65.00/hr.	\$585.00
• 05/22/24 - 8 hours @ \$65.00/hr.	\$520.00
• 05/23/24 - 9 hours @ \$65.00/hr.	\$585.00
• 05/24/24 - 5.5 hours @ \$65.00/hr.	\$357.50
• 05/28/24 - 6.5 hours @ \$65.00/hr.	\$422.50
• 05/29/24 - 7.5 hours @ \$65.00/hr.	\$487.50
• 05/30/24 - 6.5 hours @ \$65.00/hr.	\$422.50
• 05/31/24 - 4 hours @ \$65.00/hr.	\$260.00
Subtotal:	\$7,897.50

Compressive Strength Testing of Concrete;

• 04/16/23 - 1 set of cylinders @ \$95.00/set.	\$95.00
• 04/23/23 - 1 set of cylinders @ \$95.00/set.	\$95.00
Subtotal:	\$190.00

Trip Charges;

• 16 trip charges @ \$75.00/trip.	\$1,200.00
Subtotal:	\$1,200.00

Professional/Administrative Man-Hours:

• Sr. Project Engineer; 3 hours @ \$145.00/hour.	\$435.00
• Technical Secretary; 3 hours @ \$50.00/hour.	\$150.00
Subtotal:	\$585.00

Original P.O. Amount:	\$37,985.00
Change Order CO-1 Amount	\$104,675.00
Previously Invoiced:	<-\$68,429.50>
Amount This Invoice:	<-\$9,872.50>
Budget Remaining:	\$64,358.00

TOTAL INVOICE AMOUNT \$9,872.50

Please remit payment within 30 days to:

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

JUNE 11, 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 6/1/2024
Invoice No. 32595

Bill To

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

PO NUMBER	0000011647
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	June 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. 18

JUNE 11, 2024

CONSENT AGENDA

INVOICE FROM MACVICAR CONSULTING, INC.

Please see attached the MacVicar Consulting Inc. invoice.

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



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

Invoice

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

DATE	INVOICE #
6/3/2024	202406009

PROJECT
540.01-LOSOM Support

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

JUNE 11, 2024

FINANCE REPORT

At the end of May 2024, operating revenue were \$8,815,788 compare to budget of \$8,620,549 resulting in the achievement of 102.3% of YTD budget. Pages 2 and 16, gives a tabulated indication of the differences between actual and budget. While pages 6 and 7 shows a graphical portrayal of current years revenue compare to previous periods.

In addition to meeting the current year-to-date budget, YTD revenue is 3.8% or \$326,241 above the same period last year.

YTD operating expenditures were \$5,437,273 compare to budget of \$6,771,548 yielding a positive variance of \$1,334,275 or 19.7%.

With the recent board's approval of a general salary adjustment of \$1/hr along with the actuary's calculation of the employer's contribution for FY24, the overhead variance is projected to report a narrowing in future periods.

Non-operating expenses of \$2,104,093 which comprise of depreciation and loan interest are marginally behind the budget of \$2,113,918.

Restricted revenue of \$470,335 is 66.0% above YTD budget of \$283,259. Accounting for this variance is:

1. YTD Infill revenue from water and wastewater were \$46,884 and \$85,673 respectively compare to budget of \$30,170 and \$62,571. Revenue from infill is mainly associated with new customers where OUA has been expanding its services (Pine Ridge Park Improvement Project and SW Service Area Sceptic to Sewer Project). In addition to these new services, a portion of new customers are due to dysfunctional wells and sceptic tanks.
2. YTD interest revenue of \$270,906 were achieved compare to budget of \$127,181. As previously stated, the variance in interest revenue is due to government continued maintenance of an elevated interest rate policy in order to curtail inflation.

A review of the Authority's current financial position does not show any area of major concern for the remainder of the financial year.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2024

As of The Period Ending May 31, 2024

OKEECHOBEE UTILITY AUTHORITY
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**OKEECHOBEE UTILITY AUTHORITY
FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY 24 vs Bud. FY24)	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY24 vs Bud FY24)	Actual YTD FY 23	Actual YTD FY 24	Budget YTD FY24	% Variance (FY 24 vs Bud FY 24)	
Oct-23	987,911	1,022,513	1,077,569	-5.1%	520,371	611,379	846,444	27.8%	19,502	81,184	35,407	129.3%	45,777
Nov-23	2,059,168	2,139,931	2,155,137	-0.7%	1,096,709	1,298,675	1,692,887	23.3%	32,695	129,606	70,815	83.0%	58,791
Dec-23	2,999,688	3,149,387	3,232,706	-2.6%	1,651,692	1,943,534	2,539,331	23.5%	50,228	182,788	106,222	72.1%	76,566
Jan-24	4,102,770	4,261,564	4,310,274	-1.1%	2,246,263	2,608,920	3,385,774	22.9%	98,649	246,293	141,630	73.9%	104,663
Feb-24	5,229,606	5,392,170	5,387,843	0.1%	2,840,636	3,211,491	4,232,218	24.1%	154,325	301,427	177,037	70.3%	124,390
Mar-24	6,235,193	6,501,089	6,465,412	0.6%	3,545,046	4,004,643	5,078,661	21.1%	193,272	358,350	212,445	68.7%	145,905
Apr-24	7,430,764	7,697,315	7,542,980	2.0%	4,142,624	4,685,032	5,925,105	20.9%	302,311	424,003	247,852	71.1%	176,151
May-24	8,489,547	8,815,788	8,620,549	2.3%	4,768,308	5,437,273	6,771,548	19.7%	346,344	470,335	283,259	66.0%	187,076
Jun-24													
Jul-24													
Aug-24													
Sep-24													

Respectfully,

Lauriston Hamilton

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

OPERATING REVENUE FUND

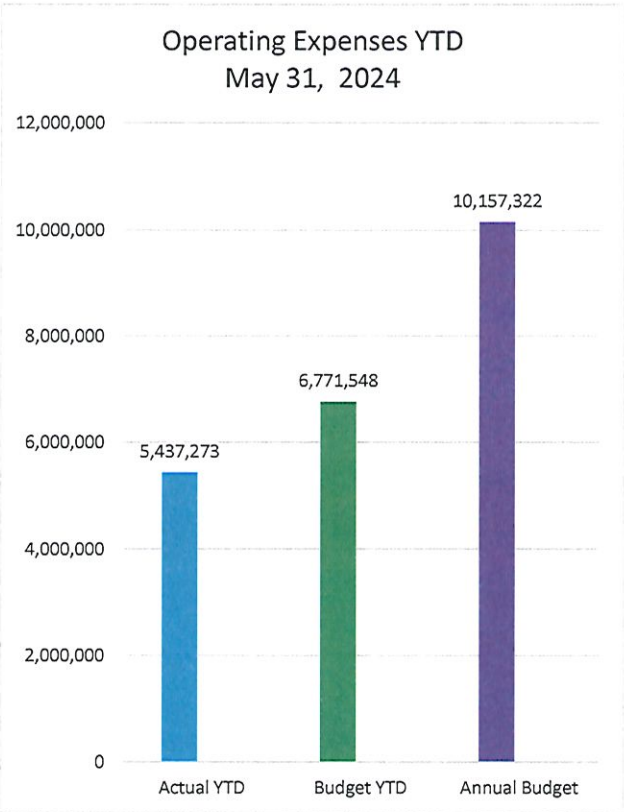
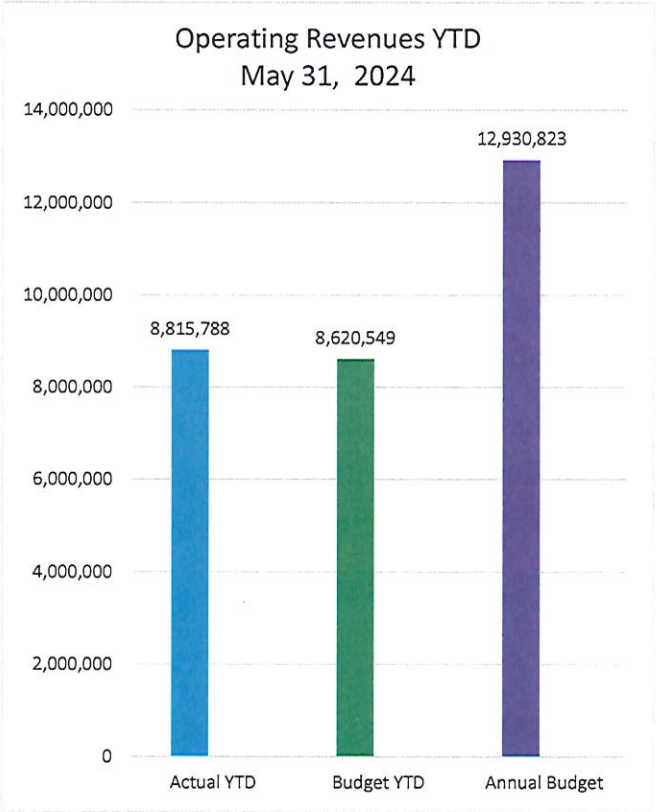
	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE:				
Water	\$ 5,205,366	\$ 5,123,087	\$ 82,279	1.6%
Sewer	\$ 3,179,430	3,179,621	(191)	0.0%
Other Operating Revenue (see detail on page 16)	\$ 430,991	317,840	113,151	35.6%
Total Operating Revenue Received	<u>\$ 8,815,788</u>	<u>\$ 8,620,549</u>	<u>\$ 195,239</u>	<u>2.3%</u>
OPERATING EXPENSES:				
Water	\$ 1,242,301	\$ 1,482,856	\$ 240,555	16.2%
Wastewater	\$ 769,303	889,437	120,135	13.5%
Meter Readers	\$ 202,661	246,709	44,048	17.9%
Maintenance	\$ 1,648,844	1,955,001	306,158	15.7%
Administration Operating	\$ 916,045	1,095,364	179,319	16.4%
General & Admin.	\$ 658,120	802,181	144,060	18.0%
Contingency Expense	\$ -	300,000	300,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 5,437,273</u>	<u>\$ 6,771,548</u>	<u>\$ 1,334,275</u>	<u>19.7%</u>
Net Operating Income	<u>\$ 3,378,515</u>	<u>\$ 1,849,001</u>	<u>\$ 1,529,514</u>	<u>82.7%</u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 66,872	\$ 63,337	\$ 3,535	5.6%
Water CC Fees (infill)	\$ 46,884	30,170	16,714	55.4%
WW CC Fees (infill)	\$ 85,673	62,571	23,102	36.9%
Operating Account Interest	\$ 221,124	90,781	130,342	0.0%
Payroll Account Interest	\$ 3,413	1,605	1,808	0.0%
Restricted Interest Income	\$ 46,369	34,795	11,574	33.3%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 470,335</u>	<u>\$ 283,259</u>	<u>\$ 187,076</u>	<u>66.0%</u>
NON-OPERATING EXPENSES:				
Debt service interest expense	\$211,490	\$255,396	43,906	17.2%
Non-cash depreciation & amortization	\$1,892,603	\$1,858,522	(34,081)	-1.8%
	<u>\$2,104,093</u>	<u>\$2,113,918</u>	<u>9,825</u>	<u>0.5%</u>
NET REVENUE BEFORE ITEMS BELOW	<u>\$ 1,744,757</u>	<u>\$ 18,342</u>	<u>\$ 1,706,764</u>	<u>9305.2%</u>

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

	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$1,194,119	\$11,793,240	
(2) Contributed capital of:	\$3,207	\$20,145	
(3) Debt service principal payments of:	\$1,072,376	\$2,153,619	
(4) Net Construction in Progress (CIP) Expenditures of:	\$20,047,388	\$11,548,847	

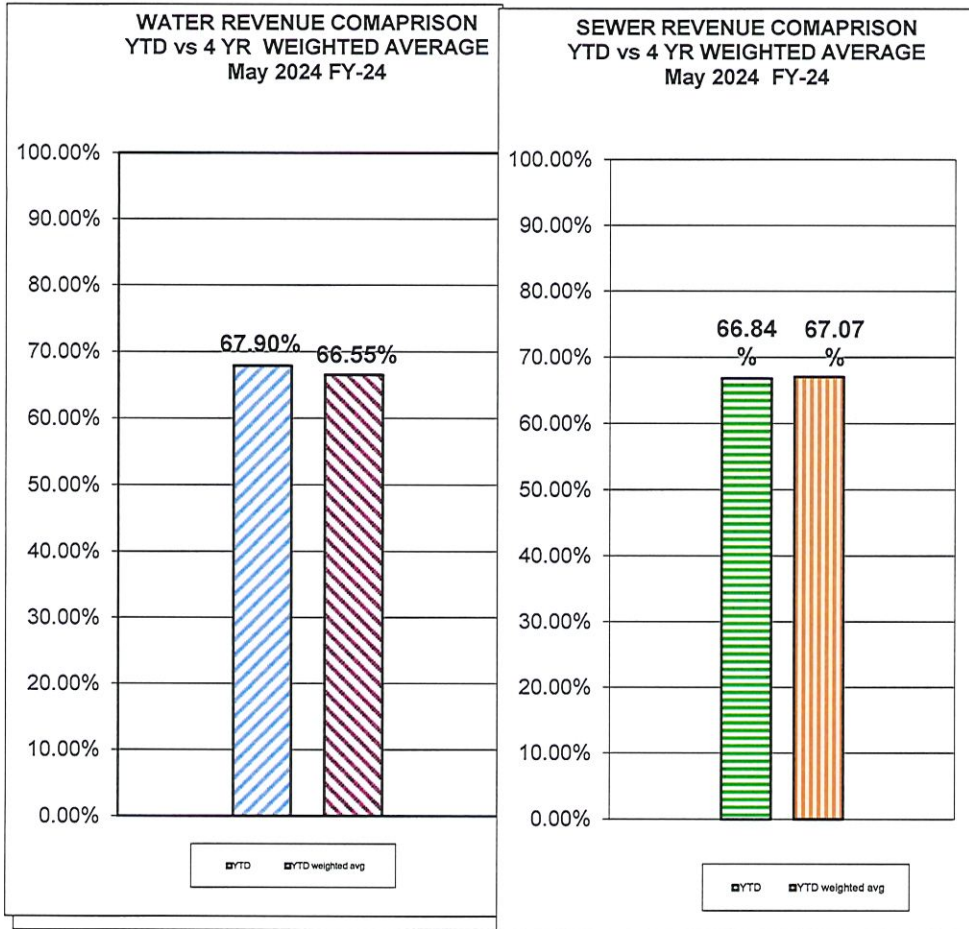


Current FY-24 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

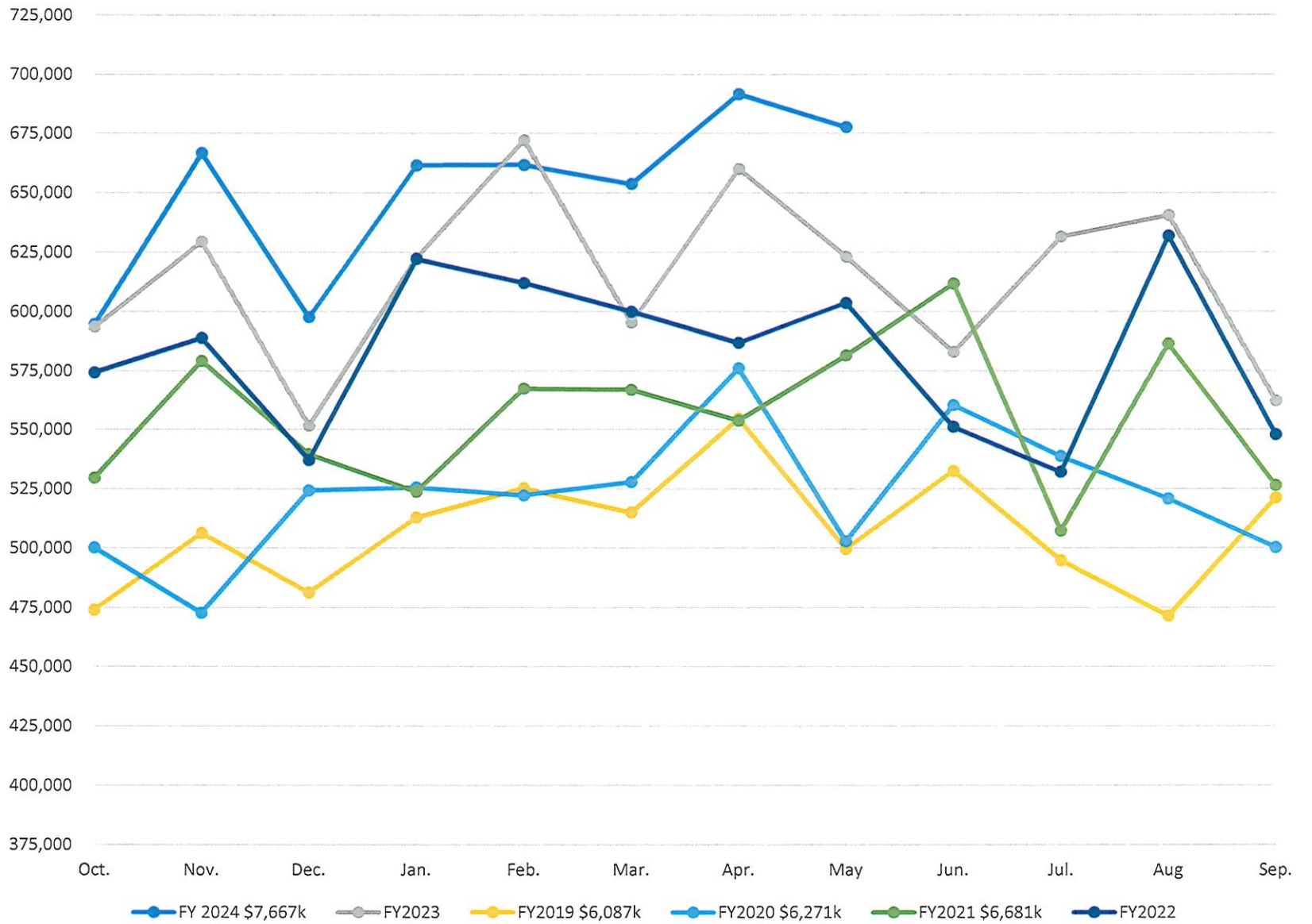
WATER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget Water Revenue	4 Yr Weighted Average %
Period	YTD		\$ 6,657,165	\$7,666,630		
Oct.	\$ 594,619	594,619	\$ 61,516	7.76%	8.00%	
Nov.	\$ 666,698	1,261,316	\$ 123,166	16.45%	16.15%	
Dec.	\$ 597,602	1,858,918	\$ 63,464	24.25%	24.19%	
Jan.	\$ 661,586	2,520,503	\$ 107,535	32.88%	32.50%	
Feb.	\$ 661,788	3,182,291	\$ 93,043	41.51%	41.03%	
Mar.	\$ 653,804	3,836,095	\$ 93,109	50.04%	49.45%	
Apr.	\$ 691,648	4,527,743	\$ 111,772	59.06%	58.18%	
May	\$ 677,623	5,205,366	\$ 119,012	67.90%	66.55%	
Jun.	\$ -	-	\$ -	0.00%	0.00%	
Jul.	\$ -	-	\$ -	0.00%	0.00%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	100.00%	

SEWER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 4,078,267	\$4,756,702		
Oct.	\$ 366,276	\$ 366,276	\$ 35,300	7.70%	8.12%	
Nov.	\$ 404,437	\$ 770,713	\$ 65,380	16.20%	16.41%	
Dec.	\$ 364,433	1,135,146	\$ 27,156	23.86%	24.70%	
Jan.	\$ 405,599	1,540,745	\$ 65,113	32.39%	33.04%	
Feb.	\$ 399,201	1,939,946	\$ 36,909	40.78%	41.91%	
Mar.	\$ 414,171	2,354,117	\$ 67,258	49.49%	50.42%	
Apr.	\$ 427,166	2,781,283	\$ 73,355	58.47%	59.10%	
May	\$ 398,147	3,179,430	\$ 72,185	66.84%	67.07%	
Jun.	\$ -	-	\$ -	0.00%	0.00%	
Jul.	\$ -	-	\$ -	0.00%	0.00%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	100.00%	

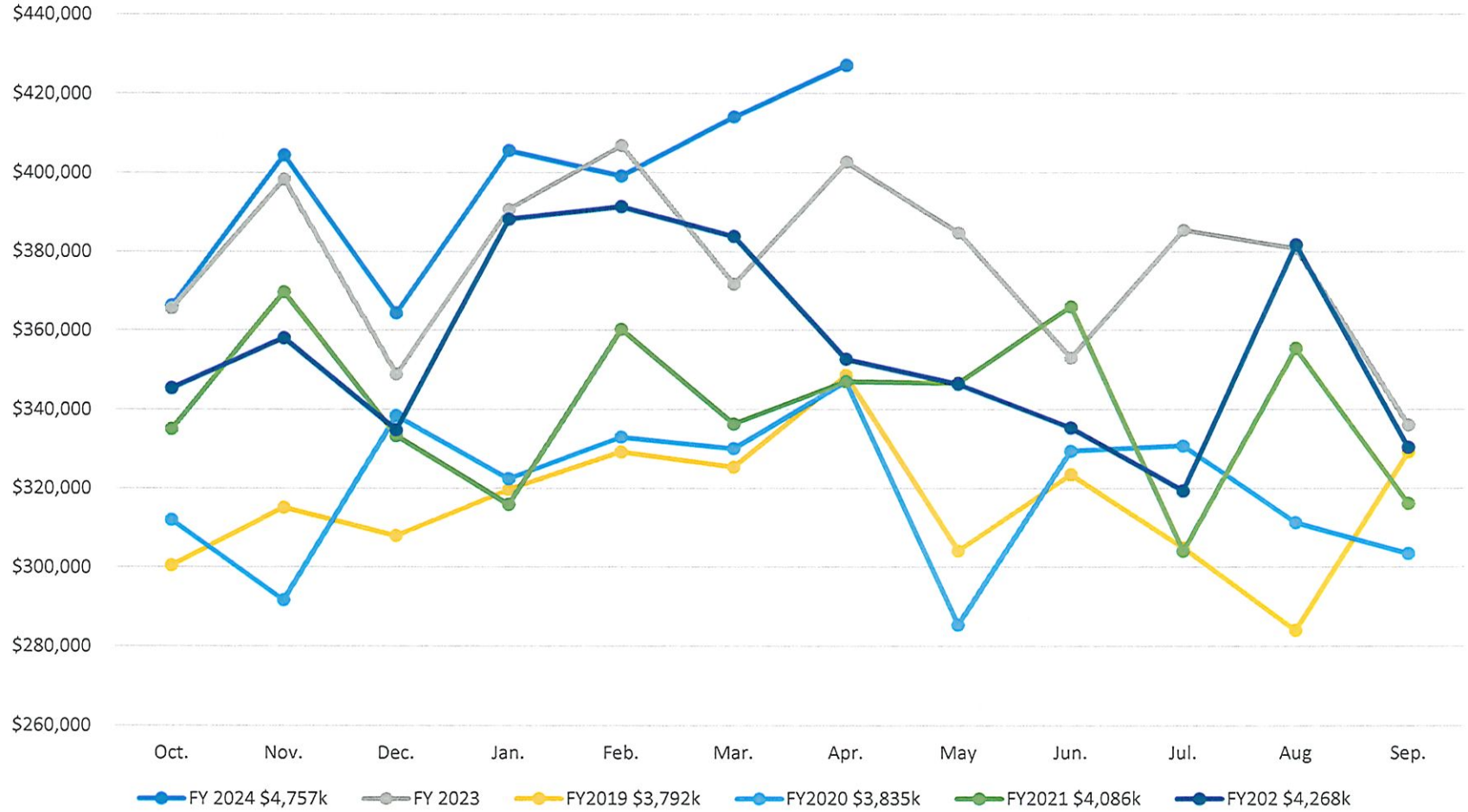
WATER AND SEWER REVENUE COMPARISON
YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

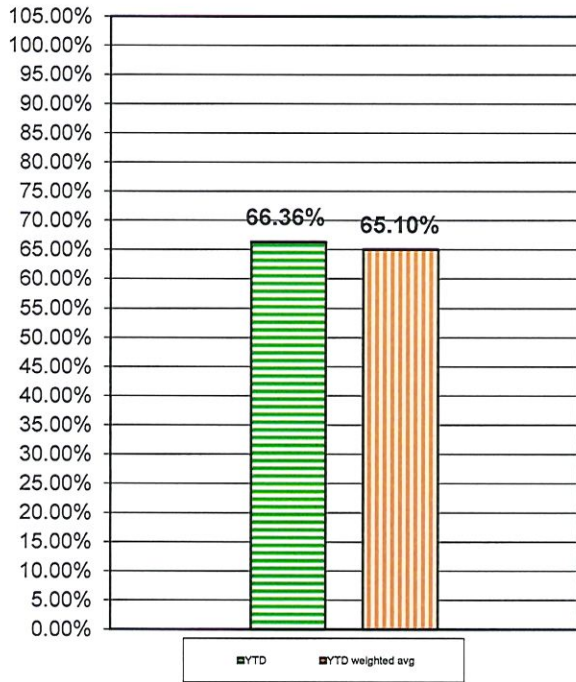


**Current FY-24 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

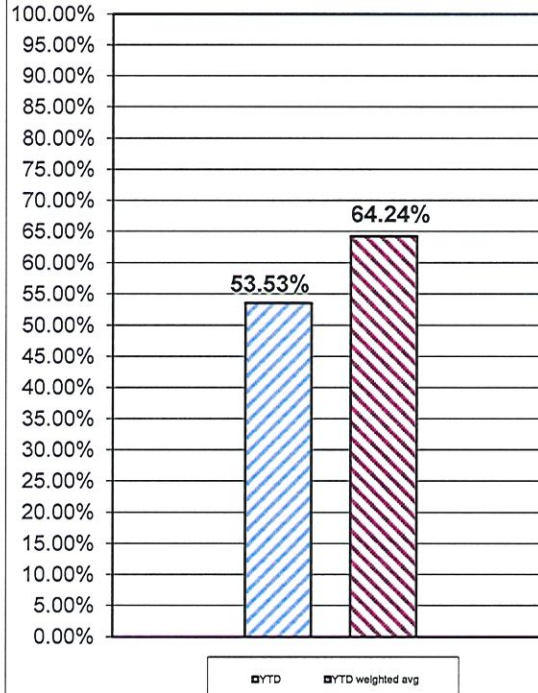
				\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
				From 4 Year Weighted Avg of	Operating Exp.	Average
OPERATING EXPENSES:		Period	YTD	\$ 6,806,185	\$10,157,322	
Oct.	\$	611,379	\$ 611,379	\$ 192,149	6.02%	6.19%
Nov.	\$	687,296	\$ 1,298,675	\$ 177,069	12.79%	13.67%
Dec.	\$	644,859	\$ 1,943,534	\$ 6,537	19.13%	23.11%
Jan.	\$	665,386	\$ 2,608,920	\$ 112,506	25.69%	31.24%
Feb.	\$	602,571	\$ 3,211,491	\$ 55,327	31.62%	39.27%
Mar.	\$	793,152	\$ 4,004,643	\$ 196,260	39.43%	48.03%
Apr.	\$	680,389	\$ 4,685,032	\$ 116,520	46.12%	56.31%
May	\$	752,241	\$ 5,437,273	\$ 212,281	53.53%	64.24%
Jun.	\$	-	\$ -	\$ -	0.00%	0.00%
Jul.	\$	-	\$ -	\$ -	0.00%	0.00%
Aug.	\$	-	\$ -	\$ -	0.00%	0.00%
YTD	\$	5,437,273	\$ 5,437,273	\$ -	53.53%	100.00%
				\$ Difference For the Month	% Current YTD To Budgeted	
				From 4 Year Weighted Avg of	Non-Oper. Exp.	
NON-OPERATING EXPENSES:				\$ 3,102,121	\$3,170,877	
Oct.	\$	263,784	\$ 263,784	\$ 9,263	8.32%	8.21%
Nov.	\$	263,785	\$ 527,569	\$ 11,050	16.64%	16.35%
Dec.	\$	263,784	\$ 791,353	\$ 11,349	24.96%	24.49%
Jan.	\$	263,784	\$ 1,055,137	\$ 11,330	33.28%	32.63%
Feb.	\$	263,784	\$ 1,318,921	\$ 10,611	41.59%	40.79%
Mar.	\$	285,399	\$ 1,604,320	\$ 30,632	50.60%	49.00%
Apr.	\$	241,307	\$ 1,845,627	\$ (8,357)	58.21%	57.05%
May	\$	258,466	\$ 2,104,093	\$ 8,892	66.36%	65.10%
Jun.	\$	-	\$ -	\$ -	0.00%	73.15%
Jul.	\$	-	\$ -	\$ -	0.00%	81.21%
Aug.	\$	-	\$ -	\$ -	0.00%	89.18%
YTD	\$	2,104,093	\$ 2,104,093	\$ -	66.36%	100.00%

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

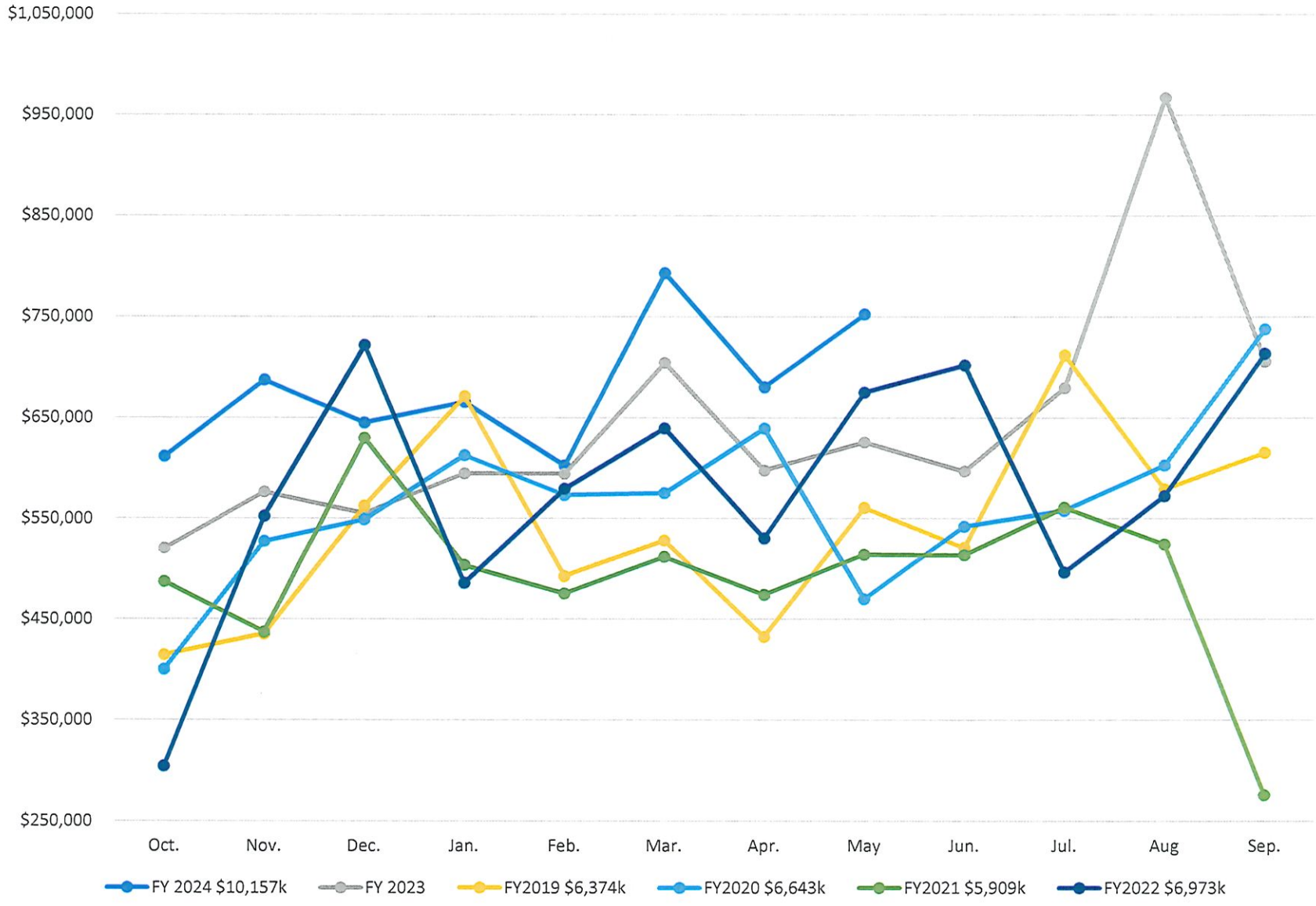
May 2024 FY-24



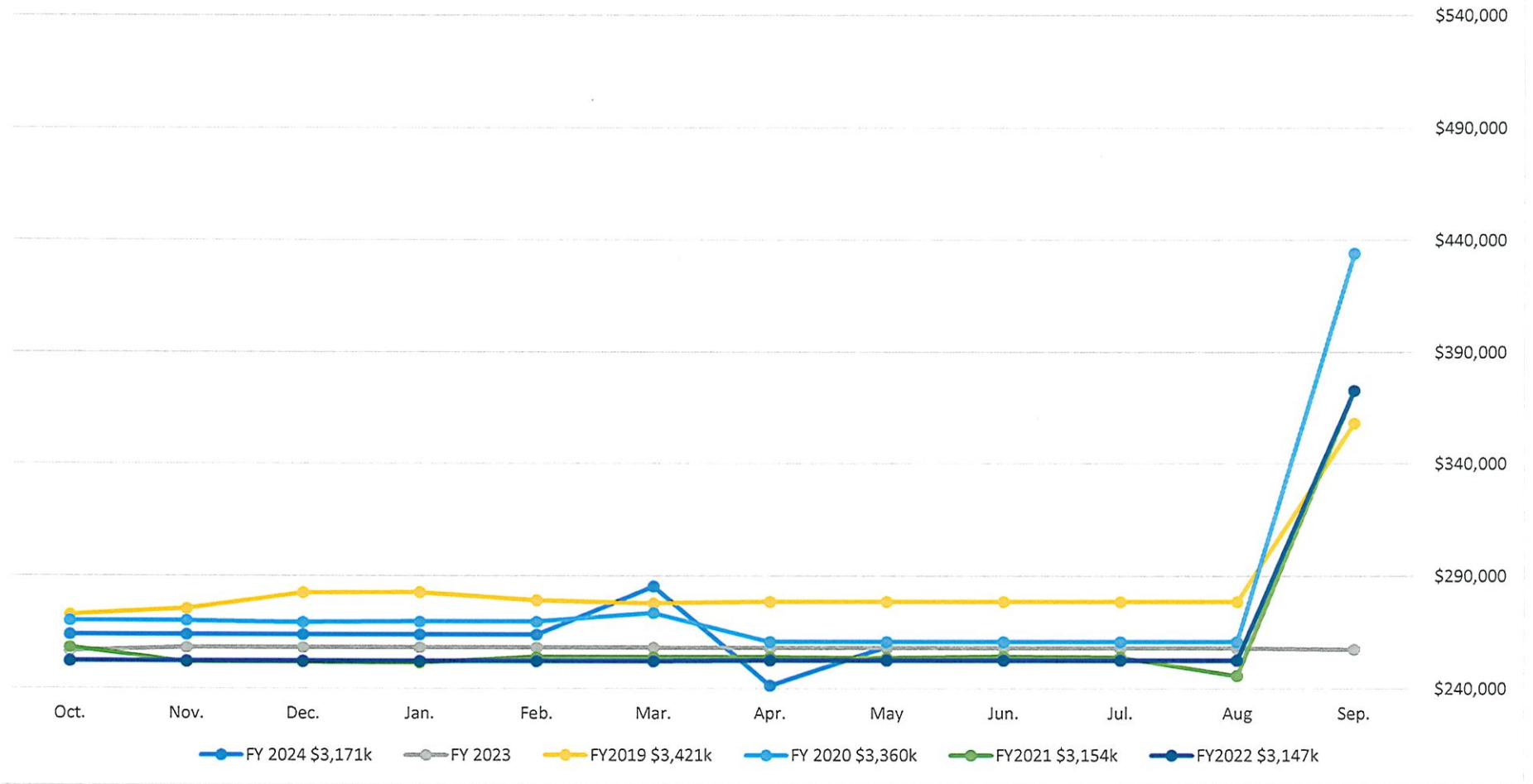
OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
May 2024 FY-24



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	Okeechobee Utility Authority	Audit		Audit	OUA prepared
90	Statement of Cash Flows				
91	Basis of Accounting	Accrual Basis for Revenues		Accrual Basis for Revenues	Accrual Basis for Revenues
92		Accrual Basis for Expenses		Accrual Basis for Expenses	Cash Basis for Expenses
93					
94		Sept 30, 2021		Sept 30, 2022	May 31, 2024
95		12 Months		12 Months	8 Month
96					
97	Cash Flows from Operations				
98	Operating Income	2,594,121		1,758,388	1,471,344
99	Depreciation & Amortization	2,630,852		2,688,584	1,892,603
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable			(394,264)	1,507,147
101	Increase (decrease) in cash from changes in accounts payable			127,686	114,059
102	Increase (decrease) in cash from changes in other assets	543,692		305,029	(225,724)
103	Increase (decrease) in cash from changes in other liabilities	-		(857,112)	(80,543)
104	Cash provided (used) by operations	5,768,665		3,628,311	4,678,887
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	85,215		85,215	66,872
108	Capital connection fees	230,218		122,322	132,557
109	Interest revenue	47,914		29,488	270,906
110	Debt issuance costs	-		0	0
111	Interest expense	(523,113)		(472,215)	(211,490)
112	Cash provided (used) by nonoperating activities	(159,766)		(235,190)	258,845
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	(331,835)		12,496	(849,714)
116	Construction in progress	(2,887,078)		(2,487,259)	(6,694,243)
117	Acquisition of land, easements and related costs	-		(129,038)	(360,080)
118	Sale of land and or equipment	1,556,403		-	0
119	Gain (Loss) on sale of land and equipment	37,022		7,452	14,568
120	Bond principal payments	(2,028,142)		(2,073,095)	(1,072,376)
121	Loan Received - South State Bank				2,633,755
122	Grant revenue & FEMA reimbursement	1,140,059		2,452,778	1,194,119
123	Capital contributions from developers	199,194		120,101	3,207
124	Cash provided (used) by capital / financing activities	(2,314,377)		(2,096,565)	(5,130,765)
125					
126	Net increase (decrease) in cash and investments	3,294,522		1,296,556	(193,033)
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
May 31, 2024

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	4,524,328.27
Unrestricted assets:			
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			5,880,435.91
Investments			2,421,196.77
Interest receivable			0.00
Receivables:			
Accounts receivable			1,408,435.21
less allowance for uncollectible accounts			(103,151.29)
Inventories			639,379.23
Prepaid Expenses			282,291.31
Total current assets			15,052,915.41

NONCURRENT ASSETS

Capital assets:

Land			3,266,941.40
Utility plants, buildings and equipment			110,668,289.18
			113,935,230.58
Less accumulated depreciation			(55,958,380.52)
			57,976,850.06
Construction in progress			20,047,388.37
Total capital assets			78,024,238.43

Other Assets:

Net Pension Asset			0.00
-------------------	--	--	------

Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			1,793,819.00
Deferred loss on bond refunding, net			277,505.84
Total Deferred charges:			2,071,324.84

Total noncurrent assets

80,095,563.27

TOTAL ASSETS

\$ 95,148,478.68

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	786,689.49
Accrued expenses	61,542.61
Due to other governments	24,949.34
Bonds payable (current)	1,081,243.62
Accrued compensated absences & bonus (current)	361,778.02
Payable from restricted assets	
Accrued interest	47,731.53
Customer Deposits	670,005.75
Total current liabilities	<u>3,033,940.36</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net	15,289,486.14
Accrued OPEB payable	219,174.00
Net Pension Liability	875,759.00
Deferred Pension Inflow from Actuarial Calculation	579,918.00
Unearned revenues:	
Developer agreements	424,402.36
Total noncurrent liabilities	<u>17,388,739.50</u>

TOTAL LIABILITIES

20,422,679.86

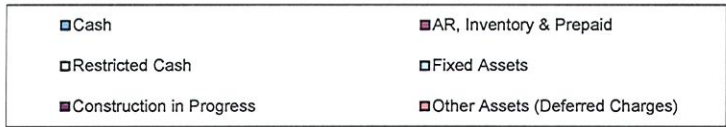
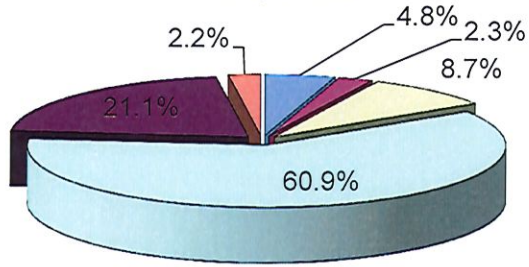
NET POSITION

Invested in capital assets, net of related debt	44,731,657.00
Restricted for capital projects	2,361,411.00
Restricted for debt service	481,018.00
Restricted for Rate Stabilization	1,339,359.00
Restricted for Pension Benefits	1,904,107.00
Unrestricted	20,966,163.04
YTD Surplus of Revenue over Expenses	2,942,083.78
Total net position	<u>74,725,798.82</u>

TOTAL LIABILITIES AND NET POSITION

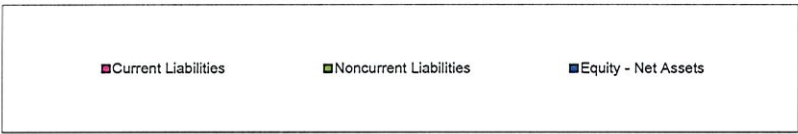
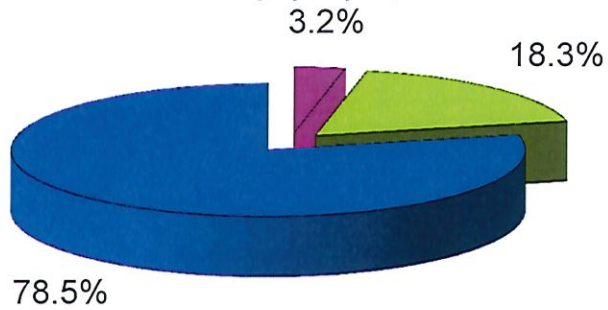
\$ 95,148,478.68

Assets - May 31, 2024



Cash	4,524,328	4.8%
AR, Inventory & Prepaid	2,226,954	2.3%
Restricted Cash	8,301,633	8.7%
Fixed Assets	57,976,850	60.9%
Construction in Progress	20,047,388	21.1%
Other Assets (Deferred Charges)	2,071,325	2.2%
Total Assets	95,148,479	

Liabilities & Equity May 31, 2024



Current Liabilities	3,033,940	3.2%
Noncurrent Liabilities	17,388,740	18.3%
Equity - Net Assets	74,725,799	78.5%
Total Liab & Equity	95,148,479	

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

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 18,936	\$ 18,620	\$ 316
Private Fire Protection	\$ 65,747	64,275	1,472
Turn on/off Fees	\$ 35,448	35,924	(476)
Other Revenue-Water A	\$ 8,597	10,099	(1,502)
Install Fees-Sewer	\$ 47,300	41,440	5,860
Kings Bay Sewer Maint. Fees	\$ 10,539	13,737	(3,198)
Other Revenue-Sewer B	\$ 490	2,687	(2,197)
Penalties & Late Charges	\$ 90,198	51,819	38,378
Gain/Loss Sale of Assets C	\$ 14,568	0	14,568
Ag Land Lease	\$ 3,505	2,337	1,168
Merchant & Misc. Revenue D	\$ 135,663	76,901	58,762
Totals	<u>\$ 430,991</u>	<u>\$ 317,840</u>	<u>\$ 113,151</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. 20

JUNE 11, 2024

PRESENTATION OF FY23 AUDITED FINANCIAL STATEMENTS

Attached are copies of the Authority's Audited Financial Statements as at September 30, 2023 as prepared by Nowlen, Holt & Miner P.A.

To gain an overview of the findings, kindly read the following sections recommended below:

- a) Independent Auditor's Review - Pages 1 -3.
- b) Management's discussion & Analysis - Pages 4 -9.
- c) Independent Auditor's Report on Internal Control. - Pages 53 – 54
- d) Independent Auditor's Report on compliance For the Major State Projects - Pages 55 – 64.

A separate email will be sent with a copy of the audited financial statement.

Mr. Terry Morton, CPA of Nowlen, Holt & Miner, P.A. will be in attendance to discuss the audit and answer any question(s) the Board may have.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

JUNE 11, 2024

FIRE HYDRANT TESTING

OUA staff have met with Okeechobee County Fire Rescue personnel to determine future fire hydrant responsibilities with respect to testing and maintenance of the appurtenances. Annual testing as well as specific two hydrant testing well necessary to meet ISO concerns and testing requirements.

To that end, OUA staff have prepared the following section to be added to the latest edition of the OUA Policies and Procedures Resolution currently undergoing review by administrative department heads. This completed document will be brought to the OUA Board for review, discussion, edits and adoption.

SECTION 31. FIRE HYDRANT MAINTENANCE

All fire hydrants installed on the Okeechobee Utility Authority distribution system shall be owned, operated and maintained by the Okeechobee Utility Authority. Fire hydrants on privately owned systems will not be operated and maintained as described per this section.

At least once a year, each OUA hydrant shall be inspected and opened to allow water to flow through it until all foreign materials have been flushed from the hydrant and clear water flows from the hydrant.

At least once every five years, an ISO defined two fire hydrant flow test should be conducted and a fire flow test report shall be filled out to document this test, the date, the operational status and the physical location of the hydrant being tested. The location of these test will be picked by either ISO or Okeechobee County Fire Rescue with OCFR conducting these tests.

Additionally, all hydrants shall receive when appropriate exterior cleaning and painting of all surfaces, greasing of all exterior nozzle threads and NSF approved lubrication of interior mechanical features such as valves.

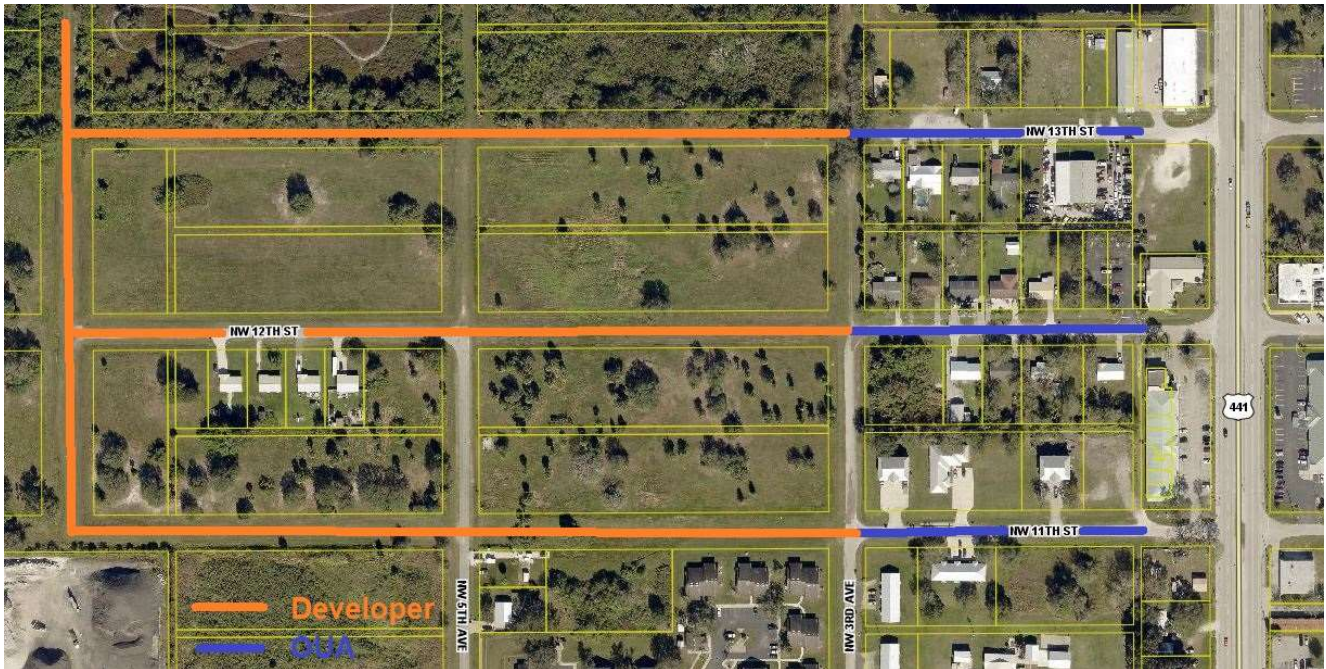
OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

JUNE 11, 2024

MALLARD LAND GRAVITY SEWER PROPOSAL

A developer is moving forward with site clearing for a ±110 home development located just west of US441N and north of NW 10th Street.



The area immediately to the east of the proposed development (Mallard Landing) currently has OUA water service but does not have gravity sewer available. OUA staff asked the engineering firm for the developer to look at the proposed service area and to provide a scope of work and fee schedule to extend their contracted work to include this residential and commercial project area (purple linework).

Based upon earlier preliminary cost estimates an expected cost of construction for the 35 additional lots is \$287,000. Of course, if the project were to be authorized, public sealed bids would be utilized to determine actual construction costs.

Also attached, is an engineering estimate for professional services to take this project from design up to an include bidding services. Construction services are extra.

There is a contractor working onsite now (site clearing). To take advantage of this contractor already mobilized onsite, staff would have to be directed to utilize the engineer of record for Mallard Landing to generate public bid documents in a timely fashion. Else, OUA staff could advertise a public RFP for engineering services and bring back the rankings at the next OUA Board meeting.

SUMNER ENGINEERING & CONSULTING, INC. Project Number 24-06

SUMNER ENGINEERING & CONSULTING, INC. Project Name **OUA NW Area Gravity Sewer Extensions**

CONSULTING SERVICES AGREEMENT

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

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

1 SCOPE OF SERVICES

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

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

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

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

SUMNER ENGINEERING & CONSULTING, INC.

CLIENT: OKEECHOBEE UTILITY AUTHORITY

_____ Signature	_____ Date
Jeffrey M. Sumner, P.E.	
_____ Name	
President	
_____ Title	

_____ Signature	_____ Date
Steve Nelson	
_____ Name	
Chairman	
_____ Title	

Address
410 NW 2nd Street
Okeechobee, FL 34972

Address
100 SW 5th Avenue
Okeechobee, FL 34974

EXHIBIT A SCOPE OF SERVICES

Background

Okeechobee Utility Authority (“Client”) is exploring potential extension of gravity sewer facilities in the City of Okeechobee. Specifically, Client proposes to extend new gravity sewer lines currently being installed to serve a residential development known as “Mallard Landing” in the area bounded by NW 11th Street and NW 13th Street, and by SW 3rd Avenue and SW 7th Avenue. The contractor for Mallard Landing is installing eastward “stubs” on NW 3rd Avenue at NW 11th Street, 12th Street and 13th Street. There are existing homes and businesses along those three streets not currently served by OUAS sewer, between NW 3rd Avenue and US Highway 441. OUA has requested a proposal for surveying, design, permitting, bidding and construction-phase services for the proposed gravity sewer extensions. Based on our understanding of the project as described, Sumner Engineering & Consulting, Inc. (SEC, Inc.) proposes to perform the following tasks:

Task 1: Surveying and Preliminary Design – BSM & Associates, Inc. (BSM), as a subcontractor to SEC, Inc. will conduct topographic surveying of the project area, including:

Route Survey of NW 13th, NW 12th, NW 11th Street from NW 3rd Ave. to US 441

- Route Surveys to Include the Following:
 - Finish Floor and Septic Location of Developed Lots
 - Elevations no more than 50 feet apart and to extend 5 feet outside the Right of Way
 - Location of all above ground improvements
 - Location of Existing Watermain (Designated by the OUA)

Based upon the collected survey data and field reconnaissance, SEC, Inc. will prepare Preliminary Design Drawings for OUA review and comment. The Preliminary Drawings will be plan-view only, and include proposed sewer service lateral locations. SEC, Inc. will review the Preliminary drawings with OUA and discuss all proposed and potential connections.

Task 1 Deliverable: Task 1 deliverable will include an electronic (PDF) file of the Preliminary Drawings, and one 24x36 paper set. The drawings will show all collected topographic information.

Task 2: Construction Plans and Specifications – SEC, Inc. will prepare Construction Plans and Specifications (short form) for the proposed construction improvements. The plans are anticipated to include the following:

- Cover Sheet
- Short-form Specifications and General Notes Sheet
- Horizontal Control / Road Alignment Sheet
- Plan and Profile Sheets for NW 11th, 12th and 13th Streets
- Details, including road restoration and standard OUA details

The Construction Plans will be based upon the OUA-approved Preliminary drawings, taking into account all OUA comments on those drawings.

Task 2 Deliverable: Task 2 deliverable will include, initially, copies of drawings necessary for submittal to City of Okeechobee and the Florida Department of Environmental Protection for

permitting efforts as described below. Upon approval of all permitting, final construction drawings will be prepared in both electronic and hard copy format for OUA use.

Task 3: City of Okeechobee Permitting (Approval for Construction in Right-of-Way) – SEC, Inc. will submit Construction Plans and Specifications to the City of Okeechobee requesting approval to construct utility improvements in the City rights-of-way. Submittal will be made directly to the City Administrator, who will distribute as appropriate to City’s engineering consultant, public works personnel, or others as appropriate. SEC, Inc. will respond to one set of comments / Request for Additional Information (RAI).

Task 3 Deliverable: Task 3 deliverable will include electronic (PDF) drawings for City review, and written response to City review comments.

Task 4: Florida Department of Environmental Protection (FDEP) Wastewater Collection and Transmission System Permitting – SEC, Inc. will prepare, for signature of the OUA Executive Director, an application to FDEP for construction of a wastewater collection system. The application will include all necessary supporting documents. SEC, Inc. will respond to one Request for Additional Information (RAI) from FDEP in support of the application.

Task 4 Deliverable: Task 4 deliverable will include, initially, a draft application package for OUA review. Upon their approval, a final application package to FDEP will be prepared.

Task 5: Bidding Assistance – If requested, SEC, Inc. will perform the following services in support of Client soliciting and procuring bids for the project:

- Prepare “front end” bid / contract documents for the proposed project. It is assumed that the bid documents will include Divisions 0 and 1 only (technical specifications will be “short-form” and included in the drawings.
- Assist the OUA with advertising the contract by preparing digital and hard copies of the bid documents and making them available, at Consultant’s location, for purchase and pick-up by prospective bidders. It is assumed that OUA will advertise the bid.
- Conduct a pre-bid conference at the OUA’s office or other location as directed by OUA.
- Receive, record, and issue clarifications to bidders’ written questions. Clarifications will be submitted in writing via addendum.
- Prepare up to two addenda to the Contract Documents.
- Prepare bid tabulations, review the bids, review Contractor’s credit and performance history, and provide letter of findings for contract award to OUA. Consultant will prepare written letter of findings and bid tabulation, along with a recommendation for award.

Excluded Services

The following tasks are specifically excluded from this Agreement for Services:

- Construction-phase services

Fee Summary:	Fee Basis	
Task 1 – Survey and Preliminary Design	Lump Sum	14,000
Task 2 – Construction Plans and Specifications	Lump Sum	10,100
Task 3 – Local (City of Okeechobee) Permitting	Lump Sum	2,350
Task 4 – FDEP Permitting (Wastewater)	Lump Sum	3,250
Task 5 – Bidding Assistance	Lump Sum	4,850
Total Fee:		\$81,520

The fees described herein are based on our current understanding of the project and associated scope of work. SEC, Inc. will closely monitor our services relative to this budget, and will inform the Client immediately if we anticipate these amounts, by task or in aggregate, may be exceeded due to unanticipated changes of scope. Any increase in the lump sum budgets above will only occur if approved by Client in advance, in accordance with the hourly rates described in Exhibit B-1.

End of EXHIBIT A

EXHIBIT B**COMPENSATION AND PAYMENT**

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

Retainer of [\$0.00]

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

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. **Estimated reimbursable costs are included in the task amounts listed in the Fee Estimate Summary in Exhibit A.**

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. will prepare a monthly statement of services performed, and will submit said statement to Client. The Statement will list hours worked and associated bill rates for that period, and will summarize hours worked to date and retainer amount used and remaining. Documentation supporting the invoice will be made available upon request.

5 PAYMENT

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

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

5.3 If the Project is suspended by Client for more than 30 days, SEC, INC. shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon

resumption of the Project, SEC, INC. shall be entitled to an equitable adjustment in cost and schedule to compensate SEC, INC. for expenses incurred as a result of the interruption and resumption of the Services.

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

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

5.6 Client shall make retainer 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: SouthState Bank
Address1: 2100 South Parrott Avenue
City/State/Zip: Okeechobee, FL 34974
Account Number: 25257429
ABA Routing Number: 063114030

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

(end of page)

EXHIBIT B-1**SCHEDULE OF FEES**

Compensation shall be based on the following Schedule of Fees:

HOURLY LABOR RATES

Principal Engineer	\$ 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

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 may be 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, Executive Director

TO SUMNER ENGINEERING & CONSULTING, INC.:

410 NW 2nd Street

Okeechobee, FL 34972

Attn: Jeffrey M. Sumner, P.E.

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

2 SEC, INC.'S RESPONSIBILITIES

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

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

2.3 SEC, INC. shall be responsible for its performance and that of SEC, INC.'s lower-tier subconsultants and vendors. However, SEC, INC. shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors or vendors (collectively "Contractors"). SEC, INC. shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of construction personnel; (iii) selection of construction equipment; (iv) co-ordination of construction subcontractors or vendors; (v) for placing into operation any plant or equipment; (vi) or for Contractors' failure to perform the work in accordance with any applicable construction contract. SEC, INC. shall also not be responsible for Client's pre-existing site conditions or

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

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

3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

5 DATA RIGHTS

5.1 All Deliverables resulting from the performance of the Services shall become the property of Client upon proper 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. 23

JUNE 11, 2024

VACUUM PUMP STATION NO. 2 GENERATOR REPLACEMENT

A project to replace the generator set at Vacuum Pumps Station No. 2 in Taylor Creek Isles was publicly advertised with sealed bids being due by 3:00PM on May 30, 2024.

VACUUM PUMP STATION NO. 2 (TAYLOR CREEK ISLES) GENERATOR REPLACEMENT

BID TABULATION

Bid Opening: 3:00PM 5/30/2024

BIDDER NAME	Eau Gallie Electric	Hinterland Group Inc.	Boromei Construction, Inc	Florida Design Drilling, LLC	PRP Construction
Base Bid, all work	\$583,000.00	\$845,477.00	\$515,604.00	\$602,990.00	\$536,500.00
Indemnification	\$500.00	\$8,823.00	\$100.00	\$10.00	\$5,743.65
Safety	\$2,500.00	\$3,000.00	\$1,000.00	\$1,000.00	\$7,121.35
Misc Work Allowance	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total, Lump Sum	\$611,000.00	\$882,300.00	\$541,704.00	\$629,000.00	\$574,365.00
Additive Alternate No. 1A	\$0.00	\$100.00	\$7,500.00	No Charge	\$15,000.00
Deductive Alternate 2A	(\$120,000.00)	(\$125,000.00)	(\$20,000.00)	(\$156,000.00)	No Bid
Additive Alternate 2B	\$0.00	\$100.00	\$8,500.00	\$4,300.00	No Bid

Both the engineer and the OUA had estimated the project to be at or less than \$350,000. As noted above, the apparent low bid came in at \$541,704, which is well above of the estimated amount. The engineer of record and OUA staff confirmed the bidders had complete bid packages.

Based upon a review of the bid documents and bid information submitted and discussions, the recommendation of staff is to reject all bids received for the Vacuum Pump Station No. 2 (Taylor Creek Isles) Generator Replacement bid.

OUA staff will review the bid documents and requirements of the project to determine if there is an issue with the budgetary numbers, engineers estimate or bid values submitted and to determine if the project requires modification prior to being bid again.



June 5, 2024
235-001.01

(Sent via email to jhayford@ouafl.com)

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

Dear Mr. Hayford:

Reference: Recommendation of Award
Vacuum Station No. 2 (Taylor Creek) Generator Replacement

The Okeechobee Utility Authority received, opened, and read aloud bids for the Vacuum Station No. 2 (Taylor Creek) Generator Replacement project on Thursday, May 30th, 2024, at 3:00 P.M. Five bids were received ranging in price from \$541,704.00 to \$882,300.00. The apparent low bid was submitted by Boromei Construction Inc.

The bid packages were reviewed and evaluated per the requirements of Specification Section 00100- Instructions to Bidders as follows:

Boromei Construction Inc.

The bid package submitted by the apparent low bidder was reviewed first. Per our review and evaluation, we did not note any incomplete items in the bid documents.

Boromei Construction Inc. has successfully completed numerous projects for various municipalities within the South Florida area including vacuum pump stations, lift stations, fuel tanks, fuel dispensers, fuel pumps, concrete pads, and electrical work. Based on submitted past performance references, they are qualified to complete vacuum station generator replacement.

CHA has successfully completed several projects with Boromei Construction Inc. These projects involved installation and replacement of pneumatic sand conveyance system at a main water treatment plant, electrical work, and vacuum pump station improvements.

Boromei Construction Inc. bid price of \$541,704.00 is approximately 55% above the Engineer's estimate of \$350,000.00. Boromei Construction Inc. is the apparent low bidder however the total bid submitted exceeds the Engineer's estimate and project budget. Therefore, CHA does not recommend Boromei Construction Inc. as the lowest bidder. The Okeechobee Utility Authority reserves the right to accept the bid price despite CHA's recommendation.

CHA did not proceed with evaluating the next bidder as Boromei Construction Inc. submitted all necessary bid forms and documents as required per Specification 00300 and is tabulated in the bid tabulation attached and is the apparent lowest bid.

In summary, decisions regarding the financial feasibility of the project based on the submitted bids are at the discretion of the Okeechobee Utility Authority. The Okeechobee Utility Authority reserves the right to accept Boromei Construction Inc. bid price or to reject all bids. This final decision on accepting the low bid or rejecting all bids shall be made by the Okeechobee Utility Authority.

A certified bid tabulation has been attached for your review. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An "X" indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project.

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

Sincerely,

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

Stephanie Bortz, E.I.

Encl.

V:\Projects\CSFL122\Documents\Okeechobee\235-009.01 Vacuum PS #2 Generator Replacement\Bid Evaluation and Recommendation of Award\Recommendation of Award.docx

BID TABULATION
VACCUM PUMP STATION NO. 2 (TAYLOR CREEK ISLES) GENERATOR REPLACEMENT
OKEECHOBEE UTILITY AUTHORITY
BID NO. 00-2024-0-2024_JH

Bid Opening: 3:00PM 5/30/2024

BIDDER NAME	Eau Gallie Electric	Hinterland Group Inc.	Boromei Construction, Inc	Florida Design Drilling, LLC	PRP Construction
Bid Items Included					
300	X	X	X	X	X
00300-A	X	X	X	X	X
00300-B	X	X	X	X	X
00300-C	INC	X	X	X	X
00300-D	X	X	X	X	X
00300-E	X	X	X	X	X
00300-F	X	X	X	X	X
00300-G	X	X	X	X	X
00300-H	X	X	X	X	X
00300-I	X	X	X	X	X
00300-J	X	X	X	X	X
Insurance	X	X	X	X	X
Addenda	X	X	X	X	X
DESCRIPTION					
Base Bid, all work	\$583,000.00	\$845,477.00	\$515,604.00	\$602,990.00	\$536,500.00
Indemnification	\$500.00	\$8,823.00	\$100.00	\$10.00	\$5,743.65
Safety	\$2,500.00	\$3,000.00	\$1,000.00	\$1,000.00	\$7,121.35
Misc Work Allowance	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total, Lump Sum	\$611,000.00	\$882,300.00	\$541,704.00	\$629,000.00	\$574,365.00

Additive Alternate No. 1A	\$0.00	\$100.00	\$7,500.00	No Charge	\$15,000.00
Deductive Alternate 2A	(\$120,000.00)	(\$125,000.00)	(\$20,000.00)	(\$156,000.00)	No Bid
Additive Alternate 2B	\$0.00	\$100.00	\$8,500.00	\$4,300.00	No Bid

1. Abbreviations:

X = Necessary documents were submitted | NR = Not Received | INC = Incomplete | N/A = Not Applicable | "-" = Not Reviewed



Stephanie Bortz, E.I.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

JUNE 11, 2024

ELMINATION OF SINGLE PERSON SHIFT

Currently, the OUA utilizes single person shifts at the treatment plant for nights, weekends and holiday schedules. This can be a common practice at facilities for these times. The OUA Board addressed this issue at previous meetings stating that this policy needed to be addressed and asked staff to look in to eliminating single person shifts.

At the Surface Water Treatment Plant and the Cemetery Road Wastewater Treatment Facility single person shifts typically occurred during the times mentioned above. Day shifts always had more than one person onsite. The Ground Water Treatment Plant generally only had one person per shift for the ten hours when it operated.

Elimination of the single person shifts will require another person to be present, but they would not necessarily need to be a licensed operator. It could be a non-certified operator, trainee or other classification. With respect to a licensed operator, one of the extras will need to be a “floater” that will be needed to fill in during the absence of one of the other licensed operators.

Surface Water Treatment Plant

This plant operates 16 hours a day 7-days a week. To meet this schedule the OUA needs a minimum 4 licensed “C” operators. With the four operators there will be some float time allowed, but, not much (approximately 20 hours). To eliminate the single shift requirement, up to two extra people will be needed. To meet the sick, vacation, PTO or Holiday time off coverage at least one extra person will be needed.

2nd Shift Personnel

Surface Water Treatment Plant	
0 X \$33.89 X 2080	\$0
2 X \$30.73 X 2080	\$127,837
	\$127,837

Sick, Vacation & Holiday

Surface Water Treatment Plant	
0 X \$33.89 X 2080	\$0
1 X \$30.73 X 2080	\$63,918
	\$63,918

The licensed operator is listed at \$33.89 while an assistant is listed at \$30.73.

Ground Water Treatment Plant

The GWTP by permit is only required to have a licensed operator there five days a week with one weekend visit. In consideration of the 10-hour OUA work day policy it typically would require 7 10-hour days (more production) from two licensed operators. To eliminate the single shift requirement, up to two extra people will be needed. To meet the sick, vacation, PTO or Holiday time off coverage at least one licensed operator and one extra person will be needed.

2nd Shift Personnel

Sick, Vacation & Holiday

Ground Water Treatment Plant	
1 X \$33.89 X 2080	\$70,491
1 X \$30.73 X 2080	\$63,918
\$134,410	

Ground Water Treatment Plant	
1 X \$33.89 X 2080	\$70,491
1 X \$30.73 X 2080	\$63,918
\$134,410	

Cemetery Road Wastewater Treatment Facility

This plant also operates 16 hours a day 7-days a week. To meet this schedule the OUA needs a minimum 4 licensed “C” operators. With the four operators there will be some float time allowed, but, not much (approximately 20 hours). To eliminate the single shift requirement, up to two extra people will be needed. To meet the sick, vacation, PTO or Holiday time off coverage at least one licensed operator and one extra person will be needed

2nd Shift Personnel

Sick, Vacation & Holiday

Cemetery Rd WWTF	
0 X \$33.89 X 2080	\$0
2 X \$30.73 X 2080	\$127,837
\$127,837	

Cemetery Rd WWTF	
1 X \$33.89 X 2080	\$70,491
1 X \$30.73 X 2080	\$63,918
\$134,410	

Four Package Treatment Plants

These plants need two licensed operators to meet the required time as required in the four different permits. To eliminate the single shift requirement, up to one extra person will be needed. To meet the sick, vacation, PTO or Holiday time off coverage, it is proposed that staffing can be obtained from the use of “floaters” from the Cemetery Road WWTF.

2nd Shift Personnel

Package WWTF	
0 X \$33.89 X 2080	\$0
1 X \$30.73 X 2080	\$63,918
\$63,918	

OUA supervisory staff will investigate shifting day time personnel to night/weekend duties to eliminate the immediate need for hiring the twelve additional staff listed above. OUA staff intends to bring on new staff in incremental elements so as to minimize training on existing staff.

Projected annual cost to eliminate the single shift: \$454,002

Administratively, this element will be incorporated by treatment plant staff or included in the overall FY budget, not as a cost attributed to elimination of single shifts.

Projected sick, vacation or Holiday time off coverage: \$332,738

Requiring a 6.6% rate increase if a 1% rate increase generates approximately \$120,000.

Currently, due to flow demands, the OUA does not operate the groundwater treatment plant on a regular basis. If the second shift was temporarily postponed, then the:

Projected annual cost to eliminate the single shift: \$319,592

(five employees)

and the:

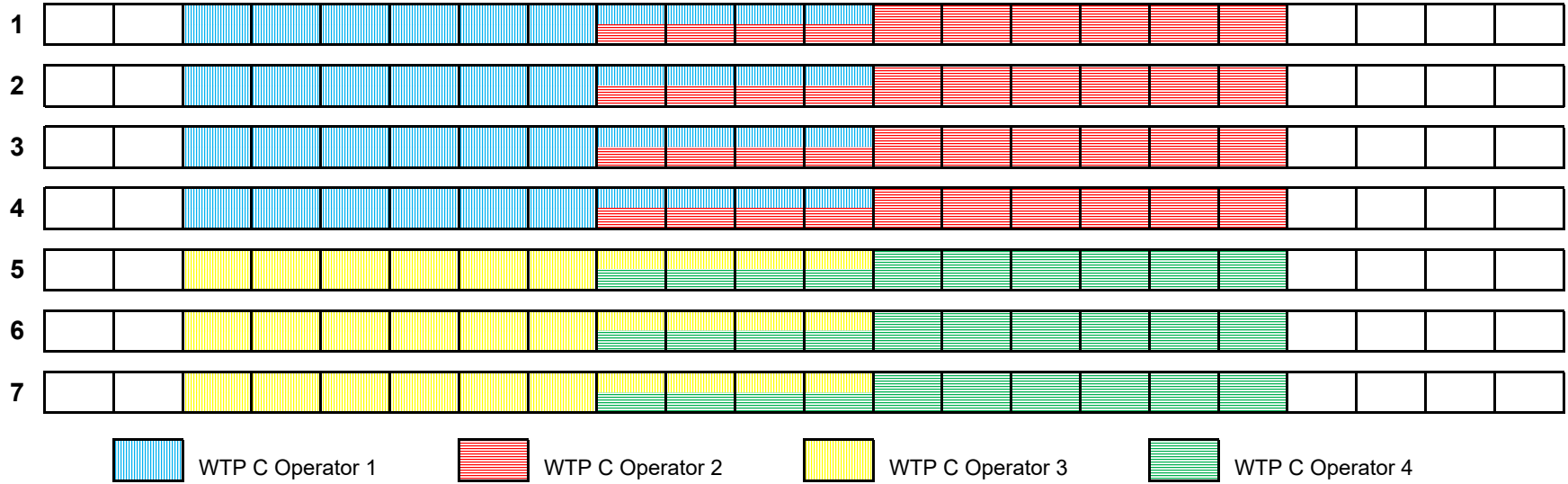
Projected sick, vacation or Holiday time off coverage: \$198,328

(three employees)

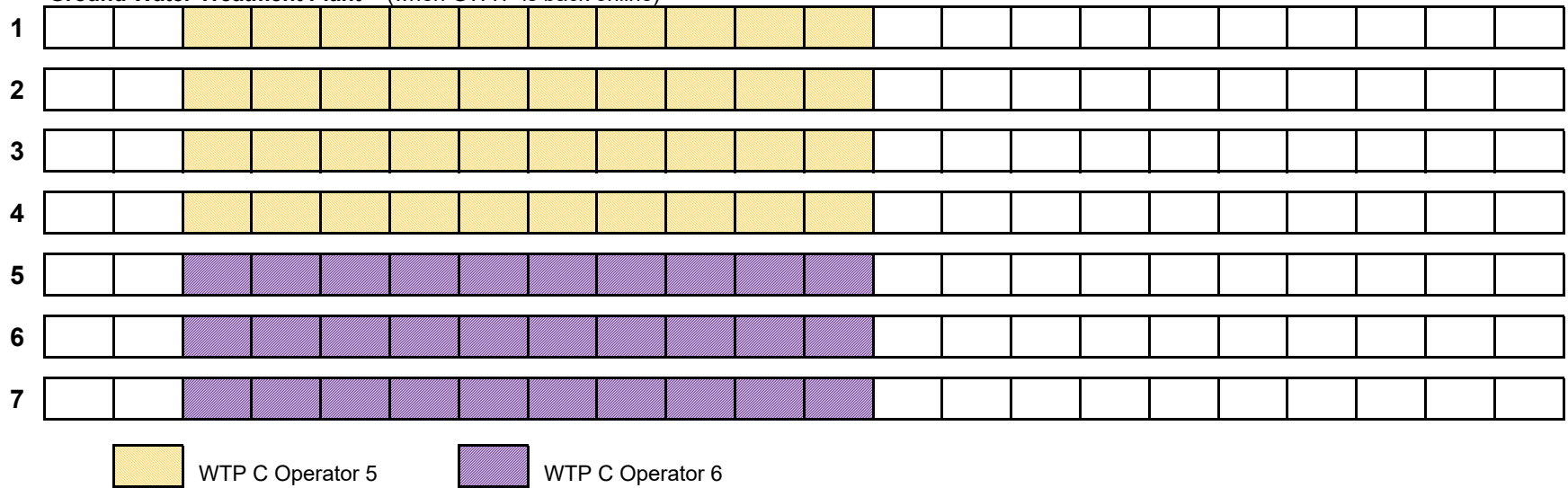
Based upon a 1% rate increase generating \$120,000, a 4.3% rate increase.

WATER

Surface Water Treatment Plant

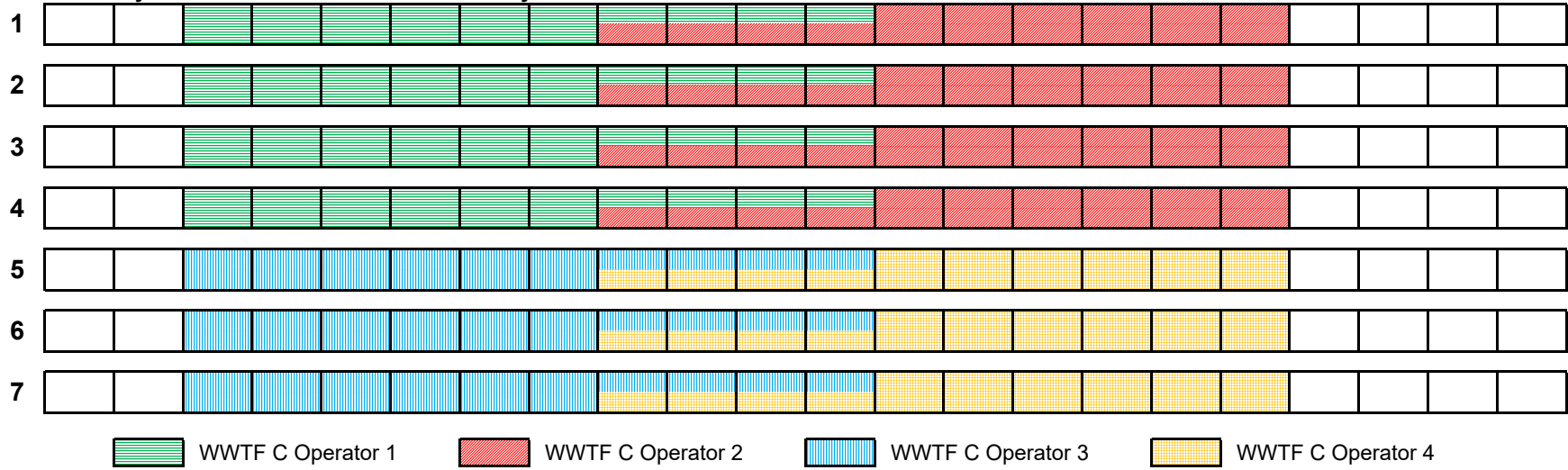


Ground Water Treatment Plant (when GWTP is back online)



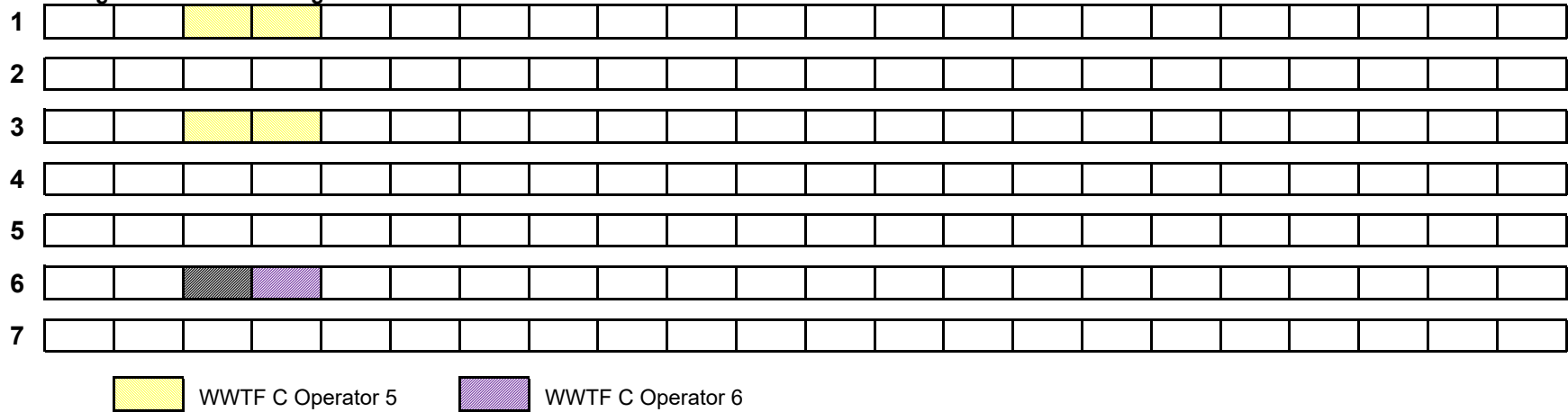
WASTEWATER

Cemetery Road Wastewater Treatment Facility



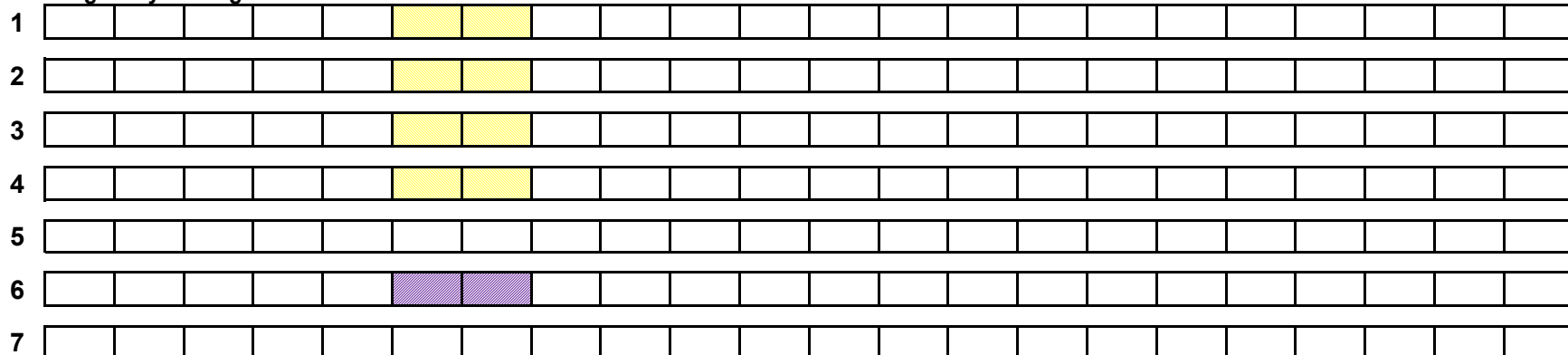
WWTF C Operator 1
 WWTF C Operator 2
 WWTF C Operator 3
 WWTF C Operator 4

Everglades School Package Treatment Plant



WWTF C Operator 5
 WWTF C Operator 6

King's Bay Package Treatment Plant



 WWTF C Operator 5  WWTF C Operator 6


Okee-Tantie Package Treatment Plant



 WWTF C Operator 5  WWTF C Operator 6

Lakeview Estates Package Treatment Plant



 WWTF C Operator 5  WWTF C Operator 6

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

JUNE 11, 2024

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

JUNE 11, 2024

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

JUNE 11, 2024

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1
 - Force Main SE2 Interconnect
Under Design
- Project 2 Collection System
 - Notice to Proceed issued on March 29, 2023
 - Substantial: March 29, 2025 (731 calendar days from NTP)
 - Final: May 12, 2025 (775 calendar days from NTP)
 - Construction underway
- Project 3 Okee-Tantie
 - Anticipating bid advertisement
 - 90% Plans Reviewed

Pine Ridge Park Utility Improvements

- Notice to Proceed issued June 21, 2022
- Substantial Completion February 16, 2024 (425 calendar days from NTP + 181 days per Change Orders)
- Final Completion March 18, 2024 (455 calendar days from issuance NTP + 181 days per Change Orders)
 - Contractor is very close to Substantial Completion

SW 5th Ave Wastewater System Improvements

- Under Design

US441SE Water Main Extension

- Ready for Bid

Treasure Island Septic to Sewer Project

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

SR 78W Water Main Improvements Project

- Engineering Initial Design @ 60%
- Initial hydraulic model simulation complete

Septic to Sewer Connections

- Under design for Taylor Creek Isles

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

JUNE 11, 2024

ITEMS FROM THE BOARD