

OKEECHOBEE UTILITY AUTHORITY

MEETING AGENDA

September 19, 2022

8:30 A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
 2. Agenda Additions or Deletions
 3. Public Hearing – Resolution 23-02 – Schedule of Rates, Fees and Charges
 4. Public Hearing – Resolution 23-03 – Capital Connection Charges and Meter Installation Fees for FY24
 5. Public Hearing – Resolution 23-04 – Proposed FY24 Budget & Resolution
 6. Meeting Minutes from August 28, 2023 Workshop
 7. Meeting Minutes from August 18, 2023
 8. Department Supervisor Updates
 - 9. Consent Agenda**
 10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B and C)
 11. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 12. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 13. McNabb Hydrogeologic Consulting, Inc. – IW-1 Mechanical Integrity Testing Professional Services
 14. Invoice from CHA – Pine Ridge Park Utility System
 15. Invoices from CHA - SWTP pH Evaluation
 16. Invoice from Hinterland Group, Inc – SWSA Project 2
 17. Invoices from Lewis Longman Walker – USDA Loan
 18. Invoice from Holtz Consulting Engineers, Inc. – AC Pipe Removal
 19. Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project
 20. Invoice from Evergreen Solutions, LLC – Employee Classification and Compensation Survey
 21. Invoice from Thorn Run Partners
 22. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
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23. Finance Report
24. Interim Financing Agreement with SouthState Bank
25. King's Bay Maintenance Agreement
26. Okeechobee Delegation Meeting
27. SWSA Project 1 Master Force Main
28. SWSA Project 1 Master Pump Station
29. SR 78 West 24-Inch Water Main Installation
30. SW 5th Avenue
31. Cemetery Road WWTF Perimeter Fence
32. 2023 Vehicle Purchase Agenda
33. Lakefront Estates Update
34. Public Comments
35. Items from the Attorney
36. Items from the Executive Director
37. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

SEPTEMBER 19, 2023

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD

October 17, 2023 – 8:30 A.M.

November 21, 2023 – 8:30 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Thursday – November 23, 2023 – Thanksgiving Day

Monday – December 25, 2023 – Christmas Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

SEPTEMBER 19, 2023

AGENDA ADDITIONS OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

SEPTEMBER 19, 2023

PUBLIC HEARING

RESOLUTION 23-02

FY23 SCHEDULE OF RATES, FEES AND CHARGES

Public Hearing Agenda

- Open Public Hearing - concerning the establishment of the FY24 Schedule of Rates, Fees and Charges for October 1, 2023 to September 30, 2024
- Presentation by OUA Staff and the reading by title of Resolution 23-02
- Comments from the Public
- Comments from the OUA Board
- Close Public Hearing
- Motion to approve Resolution 23-02

Presentation

In an attempt to present a balanced budget for FY24, staff has reviewed the company's forecasted revenues and expenditures for the FY24 and now recommend an increase in rates, fees and charge in the amount of 4.5%.

With respect to revenue, attached is a FY24 Schedule of Rates, Fees and Charges which includes a 4.5% increase to various water and wastewater related fees and charges. The proposed rate increase is anticipated to add \$559,049 of revenues in base and volumetric charges to the FY24 Budget. The rate adjusted is projected to become effective October 1, 2023.

OUA staff concurs with the recommended increase and requests the Board to approve Resolution 23-02 for a 4.5% rate increase effective 10-1-23.

**OKEECHOBEE UTILITY AUTHORITY
SCHEDULE OF RATES, FEES AND CHARGES
PROPOSED TO THE BOARD ON 09/19/23, RESOLUTION 23-02
EFFECTIVE DATE: OCTOBER 1, 2023
RATE SCHEDULE 23-02**

3.50% 4.50%

FY 23 FY 24
Actual Actual

A WATER RATES, FEES & CHARGES

1 Meter Installation Fees (service line installed by OUA)

a	Residential Meter Size: (includes check value)			
	5/8" X 3/4"		\$1,063.94	\$1,111.82
	1"		\$1,221.30	\$1,276.26
b	Non Residential Meter Size: (includes backflow prevention)			
	5/8" X 3/4"		\$1,508.38	\$1,576.25
	1"		\$1,692.03	\$1,768.17
	1-1/2"		\$4,506.50	\$4,709.30
	2"		\$4,886.86	\$5,106.76
	3"		\$10,034.81	\$10,486.38
	4"		\$12,126.60	\$12,672.30
	Larger than 4" - Cost determined by OUA Exec Dir or designee			
c	Meter Size (service line, meter box and check valve installed by Developer or re-install fee)			
	5/8" X 3/4"		177	185
	1"		261	273
	Larger than 1' - Cost determined by OUA Exec Dir or designee			
d	Inspection of Water Service		47	49

2 Water System Capital Connection Charge (any meter size)

Per Equivalent Residential Connection (ERC); minimum one (1) ERC (beginning 1/1/10)			1,725	1,803
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3 Accrued Guaranteed Revenue Charge (AGRC) capped at \$250 effective 10-1-18

Per Equivalent Residential Connection (ERC); minimum one (1) ERC			0 ***	0 ***
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Definition of AGRC is on page 7, #21. *** Board approved elimination of the AGRC fee on September 13, 2021.

4 Water Base Facility Charge

a	Residential Meter (single meter per family or detached dwelling unit)			
	Minimum 0.33 ERC *	5/8" X 3/4"	21.64	22.61
	Minimum 0.80 ERC *	5/8" X 3/4"	21.64	22.61
	Minimum 1.00 ERC	5/8" X 3/4"	21.64	22.61
	Minimum 2.50 ERC	1"	54.10	56.53
	Minimum 5.00 ERC	1-1/2"	108.18	113.05
	Minimum 8.00 ERC	2"	173.09	180.88

* These categories meet the requirements specified in the latest OUA Resolution for General Policies & Procedures for reduced ERC on residential meters

b	Non Residential Meter (minimum per meter size includes hotels, motels & single unit)			
	Minimum 1.00 ERC	5/8" X 3/4"	26.75	27.95
	Minimum 2.50 ERC	1"	66.92	69.93
	Minimum 5.00 ERC	1-1/2"	133.84	139.86
	Minimum 8.00 ERC	2"	214.13	223.77
	Minimum 16.00 ERC	3"	428.26	447.53
	Minimum 25.00 ERC	4"	669.16	699.27
	Minimum 50.00 ERC	6"	1,338.32	1,398.54
	Minimum 80.00 ERC	8"	2,141.29	2,237.65

c	Master Meter (any size; charge per unit connected to meter)			
	< 400 square feet	<u>Equivalency Factor</u>		
	≥ 400 and < 900 square feet	.33 ERC	7.14	7.46
	>900 square feet	.80 ERC	17.32	18.10
		Minimum 1.00 ERC	21.64	22.61

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

			Block 1	4.68	4.89
			Block 2	7.04	7.36

a	All except master meter			
	Meter Size	Block Allowances		
	5/8" X 3/4"	Block 1	Block 2	
	1"	Monthly Gallons	Monthly Gallons	
	1 1/2"	0 - 3,000	Above 3,000	
	2"	0 - 8,000	Above 8,000	
	3"	0 - 15,000	Above 15,000	
	4"	0 - 24,000	Above 24,000	
	6"	0 - 48,000	Above 48,000	
	8"	0 - 75,000	Above 75,000	
		0 - 150,000	Above 150,000	
		0 - 240,000	Above 240,000	

b	Master Meter (unit based per ERC)			
		0 - 3,000	Above 3,000	

6 Irrigation meter (water only; no sewer)

Base & consumption billed at non residential rate per meter size

7 Fire Hydrant Fund Fee (\$.57 per residential meter per month)			0.55	0.57
Fire Hydrant Fund Fee (\$.57 per ERC per master meter per month)	(calculate)		0.55 per ERC	0.55 per ERC
Fire Hydrant Fund Fee (\$1.79 per nonresidential meter per month)			1.71	1.79

B WASTEWATER RATES, FEES & CHARGES

1 Wastewater Line Fees

Service line installed by OUA (existing gravity service line at property line)			
a	Connection to an existing service lateral		
		4"	2,218.23
		6"	2,828.25
	Larger than 6"	Cost determined by OUA Exec Dir or designee	2,318.05
			2,955.52
Connection to Existing Gravity Main Line			
b	Installation of new service lateral	Cost determined by OUA Exec Dir or designee	
c	Inspection of Service line	4" or 6"	47
d	Installation of Valve Pit on Vacuum Sewer System:	Cost determined by OUA Exec Dir or designee	49
e	Service Line connected to Vacuum Sewer System		
		4"	2,295.88
		6"	2,908.11
f	Connection to Force Main	Cost determined by OUA Exec Dir or designee	
2	Wastewater System Capital Connection Charge (any meter size)		3,353
	Per Equivalent Residential Connection (ERC); minimum one (1) ERC		3,504
3	Accrued Guaranteed Revenue Charge (AGRC) capped at \$500 effective 10-1-18		0 ***
	Per Equivalent Residential Connection (ERC); minimum one (1) ERC		0 ***
	Definition of AGRC is on page 7, #21. *** Board approved elimination of the AGRC fee on September 13, 2021.		
4	Wastewater Base Facility Charge		
a	Residential Meter (single meter per family or detached dwelling unit)		
	Minimum 0.33 ERC *	5/8" X 3/4"	24.81
	Minimum 0.80 ERC *	5/8" X 3/4"	24.81
	Minimum 1.00 ERC	5/8" X 3/4"	24.81
	Minimum 2.50 ERC	1"	62.00
	Minimum 5.00 ERC	1-1/2"	124.00
	Minimum 8.00 ERC	2"	198.41
	* These categories must also meet the requirements specified in the latest OUA Resolution for General Policies & Procedures for reduced ERC on residential meters		
b	Non Residential Meter (minimum per meter size includes hotels, motels & single unit)		
	Minimum 1.00 ERC	5/8" X 3/4"	31.73
	Minimum 2.50 ERC	1"	79.37
	Minimum 5.00 ERC	1-1/2"	158.74
	Minimum 8.00 ERC	2"	253.98
	Minimum 16.00 ERC	3"	507.95
	Minimum 25.00 ERC	4"	793.68
	Minimum 50.00 ERC	6"	1,587.36
	Minimum 80.00 ERC	8"	2,539.76
c	Master Meter (any size; charge per unit connected to meter)	<u>Equivalency Factor</u>	
	< 400 square feet	.33 ERC	8.19
	≥ 400 and < 900 square feet	.80 ERC	19.85
	>900 square feet	Minimum 1.00 ERC	24.81
5	Gallage Rates (per 1,000 gallons)		
a	Residential		7.72
b	Non Residential		7.98
c	Master Meter		7.72
6	Reclaimed Water		
	Volumetric charges for reclaimed water based upon meter consumption per 1,000 gallons and billed monthly determined and approved by OUA Board		
7	Septage		
	Septage charges per 1,000 gallons	Cost Determined by OUA Board	N/A
8	Industrial Wastewater		
	To be determined and approved by OUA Board on an individual basis according to volume and characteristics of wastewater by special agreement.		
9	High Strength Industrial Wastewater Surcharge		
	To be determined and approved by OUA Board on an individual basis according to volume and characteristics of wastewater by special agreement.		
C	FIRE LINE CHARGES		
1	Sole Proprietary Fire Protection Systems (Sprinkler Systems); based on size of line		
	Fire line charges are approximately 1/12 of the water meter charges.		
		2"	17.83
		3"	35.68
		4"	55.46
		6"	110.91
		8"	178.38
		10"	293.40
2	Hydrant Meters (charges for temporary water service delivered via a fire hydrant)		
a	Set-up Charge		86
b	Monthly Service Charge		90

	5/8 X 3/4" Meter	34.38	35.93
	1" Meter	68.77	71.86
	2" Meter	206.30	215.58
	3" Meter	412.59	431.16
c	Consumption Rate per 1,000 gallons (see A 6 (a) for block allowances by meter size)	Block 1 Block 2	5.79 8.69
d	Meter relocation (per move)		58
e	Removal of meter by other than OUA		177
f	Deposit required based on hydrant meter size and appropriate non residential meter rates referenced in D-3		185
g	Fire Flow Test (per test)		97

D DEPOSITS FOR SERVICE (MINIMUM)

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

1 Residential (Property Owner as Occupant)

a	Water Service Only	3/4"	108	112
b	Wastewater Service Only	3/4"	120	125
c	Water & Wastewater Service	3/4"	227	238
d	Water Service Only	1"	151	158
e	Wastewater Service Only	1"	169	176
f	Water & Wastewater Service	1"	320	334

2 Residential (Non Owner)

a	Water Service Only	3/4"	169	176
b	Wastewater Service Only	3/4"	169	176
c	Water & Wastewater Service	3/4"	337	352
d	Water Service Only	1"	238	249
e	Wastewater Service Only	1"	258	269
f	Water & Wastewater Service	1"	496	518

3 Non-Residential and Master Meters

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

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

<u>Meter Size</u>		
5/8" X 3/4"	169	176
1"	271	283
1-1/2"	510	533
2"	810	847
3"	1,614	1,686
4"	2,517	2,631
6"	5,036	5,262
8"	8,052	8,414

D DEPOSITS FOR SERVICE (MINIMUM) - (continued)

<u>Meter Size</u>		
5/8" X 3/4"	169	176
1"	299	312
1-1/2"	576	602
2"	923	965
3"	1,846	1,929
4"	2,884	3,013
6"	5,751	6,010
8"	9,206	9,620

<u>Meter Size</u>		
5/8" X 3/4"	338	353
1"	571	597
1-1/2"	1,087	1,136
2"	1,730	1,808
3"	3,460	3,616
4"	5,401	5,644
6"	10,787	11,272
8"	17,258	18,034

E SPECIAL SERVICE CHARGES, PER OCCURRENCE

1	Turn-on fee, except for new meter installations		16	17
2	Performance of service after regular office hours.		62	65

3 Reconnection Fee

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

the number of months that the meter was pulled, the current water and wastewater charges will apply for all months utilized in the calculation.

Tier 1 - Inactive Account for months 1 through 12:

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

Water			
1 ERC	21.64	22.61	
0.33 ERC	7.14	7.46	
0.8 ERC	17.32	18.10	
Wastewater			
1 ERC	24.81	25.93	
0.33 ERC	8.19	8.56	
0.8 ERC	19.85	20.74	

Tier 2 - Inactive Account for months 13 through 120:

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

33.4% per Water ERC

Water			
1 ERC	7.22	7.54	
0.33 ERC	2.38	2.49	
0.8 ERC	5.78	6.04	

46.6% per Wastewater ERC

Wastewater			
1 ERC	11.56	12.08	
0.33 ERC	3.82	3.99	
0.8 ERC	9.25	9.67	

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

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

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

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

Residential & Non-Residential

Water (only) : $12 * (\$22.61 + \$0.57) + 2 * (\$7.46 + \$0.57) + \$185 + \$49 =$ 505.66 528.22

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

Wastewater (only) : $(12 * \$25.93) + (2 * \$12.08) + \$49 =$ 367.84 384.32

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

Combined (Water & Wastewater) : $12 * (\$22.61 + \$0.57 + \$25.93) + 2 * (\$7.46 + \$0.57 + \$12.08) + \$185 + \$49 + \$49 =$ 873.50 912.54
Residential Master Meter (Example uses 10 units & 14 months)

Water (only) :

0.33 ERC : $10 * (12 * (\$7.46 + \$0.57) + 2 * (\$2.49 + \$0.57)) + \$185 + \$49 =$ 1205.40 1258.80
 0.80 ERC : $10 * (12 * (\$18.10 + \$0.57) + 2 * (\$6.05 + \$0.57)) + \$185 + \$49 =$ 2495.00 2606.80
 1.00 ERC : $10 * (12 * (\$22.61 + \$0.57) + 2 * (\$7.46 + \$0.57)) + \$185 + \$49 =$ 3042.20 3176.20

Wastewater (only) :

0.33 ERC : $10 * (12 * (\$8.56 + \$0.57) + 2 * (\$3.99 + \$0.57)) + \$49 =$ 1183.20 1235.80
 0.80 ERC : $10 * (12 * (\$20.74 + \$0.57) + 2 * (\$9.67 + \$0.57)) + \$49 =$ 2687.40 2811.00
 1.00 ERC : $10 * (12 * (\$25.93 + \$0.57) + 2 * (\$12.08 + \$0.57)) + \$49 =$ 3332.40 3479.60

Combined (Water & Wastewater) :

0.33 ERC : $10 * (12 * (\$7.46 + \$8.56 + \$0.57) + 2 * (\$2.49 + \$3.99 + \$0.57)) + \$185 + \$49 + \$49 =$ 2311.60 2414.80
 0.80 ERC : $10 * (12 * (\$18.10 + \$20.74 + \$0.57) + 2 * (\$6.05 + \$9.67 + \$0.57)) + \$185 + \$49 + \$49 =$ 5105.40 5338.00
 1.00 ERC : $10 * (12 * (\$22.61 + \$25.93 + \$0.57) + 2 * (\$7.46 + \$12.08 + \$0.57)) + \$185 + \$49 + \$49 =$ 6297.60 6578.40

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

5 Testing Meter at Customer's Request

a Test result showing meter reads high		No Charge	No Charge
b Test result showing meter reads correctly or reads slow.			
	5/8" X 3/4"	42	44
	1"	53	56
	1-1/2"	80	84
	2"	111	116
	Above 2" Meter	Cost determined by OUA Exec Dir or designee	

6 Damaging, tampering with OUA property or unauthorized procedure(s)		
a Tampering 1 - See detailed description as shown in Resolution 15-01, or latest edition	27	28
b Tampering 2 - See detailed description as shown in Resolution 15-01, or latest edition	109	114
c Tampering 3 - See detailed description as shown in Resolution 15-01, or latest edition	147	153
d Tampering 4 - See detailed description as shown in Resolution 15-01, or latest edition	640	669
7 Developer/owner changing meter from one location to another without OUA's permission; per occurrence, per meter.	136	142
8 Destruction of meter and or related equipment		
Charge based upon actual replacement cost (labor, equipment and materials) plus a 15% administrative charge, per occurrence		
9 Returned check		
Prevailing amount per Florida Statute Section 832.07 as follows:		
Amount of check up to \$50.00,	25.00	25.00
Amount of check over \$50.00 up to \$300.00,	30.00	30.00
Amount of check over \$300.00, OR	40.00	40.00
An amount equal to 5% of the face value of the check, whichever is greater.		
Plus other applicable fees in the event service is discontinued.		
10 Account record history, requested by customer		
a Certified/Notarized Copy (per page)	2.50	2.50
b One-sided copy (per page)	0.50	0.50
c Two-sided copy (per page)	0.66	0.70
d Research of Records (per 1/4 hr. or fraction thereof with a minimum of \$7.55 per request)	7.55	7.89
11 Recording easements, annexation agreements, etc. (per page)	13.59	14.20
12 Project plan review		
The Okeechobee Utility Authority will review all plans and specifications of all proposed water and/or sewer facilities and the owner or developer will pay a one-time fee of \$75.00 per page of drawing. Project plans will not be approved until full payment of fee is received.		
13 Project inspection		
All projects must be inspected by OUA and the owner or developer shall pay fees at the rate of \$50.00 per hour during regular office hours and 1-1/2 times that rate after regular office hours billed monthly and paid before Certificate of Occupancy (C.O.) is approved.		
14 Miscellaneous charges for services not included above.		
Charge based upon actual replacement cost (materials, labor and equipment hours used) required for the service plus an administrative charge of 15% to be determined by OUA personnel.		
15 Fee on delinquent accounts		
10% per month on delinquent amount due to date account is closed, or meter removed.		
16 Interest charged on closed accounts		
After the account is closed, simple interest is applied to the unpaid balance at the rate of 1-1/2% per month for a period not to exceed one (1) year.		
17 Laboratory testing		
Laboratory testing for a developer or individual at the following prices:		
B.O.D.	18	19
Suspended Solids	11	11
Chlorine residual	14	14
Fecal Coliform	26	27
Total Coliform	26	27
Chloride	11	12
Fluoride	17	18
pH	14	14
Total dissolved solids	11	12
Dissolved oxygen	8	9
Turbidity	21	22
The above testing may be done in OUA's laboratory. Any other testing will be sent to a certified lab and the developer or individual will be billed for the cost of the testing plus a 15% administrative charge. All samples must be delivered to the OUA laboratory in approved containers. If the OUA collects samples or performs testing in the field, then actual cost of labor plus a 15% administrative charge will be added to the above fees.		
18 Adjustment(s) to customer accounts		
Credit or debit adjustments on customer accounts may occur when the customer or OUA, has knowingly or unknowingly, caused an account to be inaccurate. Credit or debit adjustments may be made up to three (3) months from the date of notice to the customer.		
19 Guaranteed Revenue Charges (GRC)		
During the period that a residential, non-residential or master meter account is off for billing purposes (inactive status), it will still be accruing the monthly base facility charge usually billed prior to inactive status. The GRC fees due will be included in the Reconnection Fee calculation defined above.		
20 Meter Treated As Removed (MTAR)		
When an account has been off and reached an inactive status, rather than actually pulling the meter, the meter may be turned off, left in place and treated as removed for billing purposes. Reconnection calculation will not include a cost for reinstall of the meter.		

21 Accrued Guaranteed Revenue Charges (AGRC)

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

22 Glades County Franchise Fee

The above rates, fees and charges do not reflect the franchise fee (currently set at 6%) which is imposed on customers residing within Glades County.

RESOLUTION 23-02

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING THE SCHEDULE OF RATES, FEES AND CHARGES FOR FISCAL YEAR 2024 AND THEREAFTER; AND PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the OUA Board, in a duly advertised public hearing held September 19, 2023, reviewed, discussed and received comments from staff and the public on the schedule of rates, fees and charges, and

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

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

1. The attached schedule of rates, fees and capital connection charges, for services provided by the Okeechobee Utility Authority is hereby adopted.

2. A copy of the schedule of rates, fees and capital connection charges shall be filed with the Authority's Clerk and Executive Director and will be available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.

3. Upon its adoption, this Resolution shall take effect October 1, 2023.

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 19th day of September 2023.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: _____
Tommy Clay, Chairman

Attest:

John F. Hayford
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution this 19th day of September 2023.

Tom W. Conely, III, Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

SEPTEMBER 19, 2023

PUBLIC HEARING

RESOLUTION 23-03

FY24 CAPITAL CONNECTION CHARGES AND INSTALLATION FEES FOR WATER AND WASTEWATER

Please find Resolution 23-03 attached.

- Open Public Hearing: concerning a discount to Capital Connection Charges and the Meter Installation Fees
- Presentation by OUA Staff and the reading by title of Resolution 23-03
- Comments from the Public
- Comments from the OUA Board
- Close the Public Hearing
- Motion to approve Resolution 23-03

Presentation

For FY23 the OUA Board approved Resolution 22-04 to reduce the meter Installation Fee and the Capital Connection Charge for water and sewer by 75%. The Resolution 22-04 has a sunset clause of September 30, 2023. If no action is taken today, the current fees and charges will revert to the fees and charges approved in Resolution 23-02, without the 75% discount.

Attached is a summary comparison of the water and wastewater rates for FY24 as provided for in Resolution 23-03 with Capital Connection Charges and the Meter Installation Fees discounted by 75%.

While the discount is a welcome gesture by OUA's customers, staff cannot confirm if the 75% discount has realized any new customers. For the Board to consider continuing the 75% reduction for the next fiscal year ending September 30, 2024, actual experience for the 11-month period (10/1/22-08/31/23) were as follows:

- 1.) There were 105 new water connections versus a budget of 25,
- 2.) There were 60 new wastewater connections versus a budget of 12, and

The FY24 Final Budget is based on 105 new water connections, 112 new wastewater connections and a reduction of 75% to the meter installation fee and the Capital Connection Charges for both water and wastewater.

After review, discussions, questions & answers, staff is requesting a motion to approve Resolution 23-03, which provides for a 75% reduction in the Capital Connection Charges and the Meter Installation Fees for water and wastewater for FY24 (October 1, 2023 – September 30, 2024), as presented.

OKEECHOBEE UTILITY AUTHORITY
 SCHEDULE OF RATES, FEES AND CHARGES
 PROPOSED TO THE BOARD ON 09/19/23, RESOLUTION 23-02
 EFFECTIVE DATE: OCTOBER 1, 2023
 RATE SCHEDULE 23-02

3.50% 4.50%

FY 23 Actual	FY 24 Actual	FY 23 75% Reduction	FY 24 75% Reduction
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A WATER RATES, FEES & CHARGES

1 Meter Installation Fees (service line installed by OUA)

a	Residential Meter Size: (includes check value)	5/8" X 3/4" 1"	\$1,063.94 \$1,221.30	\$1,111.82 \$1,276.26	266 305	278 319
b	Non Residential Meter Size: (includes backflow prevention)	5/8" X 3/4" 1" 1-1/2" 2" 3" 4" Larger than 4" - Cost determined by OUA Exec Dir or designee	\$1,508.38 \$1,692.03 \$4,506.50 \$4,886.86 \$10,034.81 \$12,126.60	\$1,576.25 \$1,768.17 \$4,709.30 \$5,106.76 \$10,486.38 \$12,672.30	377 423 1,127 1,222 2,509 3,032	394 442 1,177 1,277 2,622 3,168
c	Meter Size (service line, meter box and check valve installed by Developer or re-install fee)	5/8" X 3/4" 1" Larger than 1" - Cost determined by OUA Exec Dir or designee	177 261	185 273	177 261	185 273
d	Inspection of Water Service		47	49	47	49
2	Water System Capital Connection Charge (any meter size) Per Equivalent Residential Connection (ERC); minimum one (1) ERC (beginning 1/1/10)		1,725	1,803	431	451
3	Accrued Guaranteed Revenue Charge (AGRC) capped at \$250 effective 10-1-18 Per Equivalent Residential Connection (ERC); minimum one (1) ERC Definition of AGRC is on page 7, #21. *** Board approved elimination of the AGRC fee on September 13, 2021.		0 ***	0 ***	0 ***	0 ***

4 Water Base Facility Charge

a	Residential Meter (single meter per family or detached dwelling unit)	Minimum 0.33 ERC * Minimum 0.80 ERC * Minimum 1.00 ERC Minimum 2.50 ERC Minimum 5.00 ERC Minimum 8.00 ERC	5/8" X 3/4" 5/8" X 3/4" 5/8" X 3/4" 1" 1-1/2" 2"	21.64 21.64 21.64 54.10 108.18 173.09	22.61 22.61 22.61 56.53 113.05 180.88	21.64 21.64 21.64 54.1 108.18 173.09	22.61 22.61 22.61 56.53 113.05 180.88
* These categories meet the requirements specified in the latest OUA Resolution for General Policies & Procedures for reduced ERC on residential meters							
b	Non Residential Meter (minimum per meter size includes hotels, motels & single unit)	Minimum 1.00 ERC Minimum 2.50 ERC Minimum 5.00 ERC Minimum 8.00 ERC Minimum 16.00 ERC Minimum 25.00 ERC Minimum 50.00 ERC Minimum 80.00 ERC	5/8" X 3/4" 1" 1-1/2" 2" 3" 4" 6" 8"	26.75 66.92 133.84 214.13 428.26 669.16 1,338.32 2,141.29	27.95 69.93 139.86 223.77 447.53 699.27 1,398.54 2,237.65	26.75 66.92 133.84 214.13 428.26 669.16 1,338.32 2,141.29	27.95 69.93 139.86 223.77 447.53 699.27 1,398.54 2,237.65
c	Master Meter (any size; charge per unit connected to meter)	< 400 square feet ≥ 400 and < 900 square feet >900 square feet	<u>Equivalency Factor</u> .33 ERC .80 ERC Minimum 1.00 ERC	7.14 17.32 21.64	7.46 18.10 22.61	7.14 17.32 21.64	7.46 18.1 22.61

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

a	All except master meter	Block 1 Block 2	4.68 7.04	4.89 7.36	4.68 7.04	4.89 7.36
b	Master Meter (unit based per ERC)	0 - 3,000 Above 3,000	0.55 0.55 per ERC	0.57 0.55 per ERC	0.55 0.55 per ERC	0.57 0.55 per ERC

6 Irrigation meter (water only; no sewer)

Base & consumption billed at non residential rate per meter size

7 Fire Hydrant Fund Fee (\$0.57 per residential meter per month)

Fire Hydrant Fund Fee (\$0.57 per ERC per master meter per month)	(calculate)	0.55	0.57	0.55	0.57
Fire Hydrant Fund Fee (\$1.79 per nonresidential meter per month)		1.71	1.79	1.71	1.79

B WASTEWATER RATES, FEES & CHARGES

1 Wastewater Line Fees

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

a	Connection to an existing service lateral	4" 6" Larger than 6" Connection to Existing Gravity Main Line	2,218.23 2,828.25	2,318.05 2,955.52	555 707	580 739
b	Installation of new service lateral	Cost determined by OUA Exec Dir or designee				
c	Inspection of Service line	4" or 6"	47	49	47	49
d	Installation of Valve Pit on Vacuum Sewer System:	Cost determined by OUA Exec Dir or designee				
e	Service Line connected to Vacuum Sewer System	4" 6"	2,295.88 2,908.11	2,399.19 3,038.97	574 727	600 760
f	Connection to Force Main	Cost determined by OUA Exec Dir or designee				

2 Wastewater System Capital Connection Charge (any meter size)		3,353	3,504	838	876
Per Equivalent Residential Connection (ERC); minimum one (1) ERC					
3 Accrued Guaranteed Revenue Charge (AGRC) capped at \$500 effective 10-1-18		0 ***	0 ***	0 ***	0 ***
Per Equivalent Residential Connection (ERC); minimum one (1) ERC					
Definition of AGRC is on page 7, #21. *** Board approved elimination of the AGRC fee on September 13, 2021.					
4 Wastewater Base Facility Charge					
a Residential Meter (single meter per family or detached dwelling unit)					
Minimum 0.33 ERC *	5/8" X 3/4"	24.81	25.93	24.81	25.93
Minimum 0.80 ERC *	5/8" X 3/4"	24.81	25.93	24.81	25.93
Minimum 1.00 ERC	5/8" X 3/4"	24.81	25.93	24.81	25.93
Minimum 2.50 ERC	1"	62.00	64.79	62.00	64.79
Minimum 5.00 ERC	1-1/2"	124.00	129.58	124	129.58
Minimum 8.00 ERC	2"	198.41	207.34	198.41	207.34
* These categories must also meet the requirements specified in the latest OUA Resolution for General Policies & Procedures for reduced ERC on residential meters					
b Non Residential Meter (minimum per meter size includes hotels, motels & single unit)					
Minimum 1.00 ERC	5/8" X 3/4"	31.73	33.16	31.73	33.16
Minimum 2.50 ERC	1"	79.37	82.94	79.37	82.94
Minimum 5.00 ERC	1-1/2"	158.74	165.88	158.74	165.88
Minimum 8.00 ERC	2"	253.98	265.41	253.98	265.41
Minimum 16.00 ERC	3"	507.95	530.81	507.95	530.81
Minimum 25.00 ERC	4"	793.68	829.40	793.68	829.40
Minimum 50.00 ERC	6"	1,587.36	1,658.79	1,587.36	1,658.79
Minimum 80.00 ERC	8"	2,539.76	2,654.05	2,539.76	2,654.05
c Master Meter (any size; charge per unit connected to meter)	<u>Equivalency Factor</u>				
< 400 square feet	.33 ERC	8.19	8.56	8.19	8.56
≥ 400 and < 900 square feet	.80 ERC	19.85	20.74	19.85	20.74
>900 square feet	Minimum 1.00 ERC	24.81	25.93	24.81	25.93
5 Gallonage Rates (per 1,000 gallons)					
a Residential		7.72	8.07	7.72	8.07
b Non Residential		7.98	8.34	7.98	8.34
c Master Meter		7.72	8.07	7.72	8.07
6 Reclaimed Water					
Volumetric charges for reclaimed water based upon meter consumption per 1,000 gallons and billed monthly determined and approved by OUA Board					
7 Septage					
Septage charges per 1,000 gallons	Cost Determined by OUA Board	N/A	N/A	N/A	N/A
8 Industrial Wastewater					
To be determined and approved by OUA Board on an individual basis according to volume and characteristics of wastewater by special agreement.					
9 High Strength Industrial Wastewater Surcharge					
To be determined and approved by OUA Board on an individual basis according to volume and characteristics of wastewater by special agreement.					
C FIRE LINE CHARGES					
1 Sole Proprietary Fire Protection Systems (Sprinkler Systems); based on size of line					
Fire line charges are approximately 1/12 of the water meter charges.					
	2"	17.83	18.63	17.83	18.63
	3"	35.68	37.29	35.68	37.29
	4"	55.46	57.96	55.46	57.96
	6"	110.91	115.90	110.91	115.90
	8"	178.38	186.41	178.38	186.41
	10"	293.40	306.60	293.40	306.60
2 Hydrant Meters (charges for temporary water service delivered via a fire hydrant)					
a Set-up Charge		86	90	86	90
b Monthly Service Charge					
	5/8 X 3/4" Meter	34.38	35.93	34.38	35.93
	1" Meter	68.77	71.86	68.77	71.86
	2" Meter	206.30	215.58	206.30	215.58
	3" Meter	412.59	431.16	412.59	431.16
c Consumption Rate per 1,000 gallons (see A 6 (a) for block allowances by meter size)	Block 1	5.79	6.05	5.79	6.05
	Block 2	8.69	9.08	8.69	9.08
d Meter relocation (per move)		58	60	58	60
e Removal of meter by other than OUA		177	185	177	185
f Deposit required based on hydrant meter size and appropriate non residential meter rates referenced in D-3					
g Fire Flow Test (per test)		97	101	97	101
D DEPOSITS FOR SERVICE (MINIMUM)					
The required deposit listed below may be reduced by one half of the value shown if the customer elects to pay the monthly bill through the direct debit payment method.					
1 Residential (Property Owner as Occupant)					
a Water Service Only	3/4"	108	112	108	112
b Wastewater Service Only	3/4"	120	125	120	125
c Water & Wastewater Service	3/4"	227	238	227	238
d Water Service Only	1"	151	158	151	158
e Wastewater Service Only	1"	169	176	169	176
f Water & Wastewater Service	1"	320	334	320	334
2 Residential (Non Owner)					
a Water Service Only	3/4"	169	176	169	176
b Wastewater Service Only	3/4"	169	176	169	176
c Water & Wastewater Service	3/4"	337	352	337	352
d Water Service Only	1"	238	249	238	249
e Wastewater Service Only	1"	258	269	258	269
f Water & Wastewater Service	1"	496	518	496	518

3 Non-Residential and Master Meters

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

Meter Size				
5/8" X 3/4"	169	176	169	176
1"	271	283	271	283
1-1/2"	510	533	510	533
2"	810	847	810	847
3"	1,614	1,686	1,614	1,686
4"	2,517	2,631	2,517	2,631
6"	5,036	5,262	5,036	5,262
8"	8,052	8,414	8,052	8,414

D DEPOSITS FOR SERVICE (MINIMUM) - (continued)

Meter Size				
5/8" X 3/4"	169	176	169	176
1"	299	312	299	312
1-1/2"	576	602	576	602
2"	923	965	923	965
3"	1,846	1,929	1,846	1,929
4"	2,884	3,013	2,884	3,013
6"	5,751	6,010	5,751	6,010
8"	9,206	9,620	9,206	9,620

Meter Size				
5/8" X 3/4"	338	353	338	353
1"	571	597	571	597
1-1/2"	1,087	1,136	1,087	1,136
2"	1,730	1,808	1,730	1,808
3"	3,460	3,616	3,460	3,616
4"	5,401	5,644	5,401	5,644
6"	10,787	11,272	10,787	11,272
8"	17,258	18,034	17,258	18,034

E SPECIAL SERVICE CHARGES, PER OCCURRENCE

1	Turn-on fee, except for new meter installations	16	17	16	17
2	Performance of service after regular office hours.	62	65	62	65

3 Reconnection Fee

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

Tier 1 - Inactive Account for months 1 through 12:

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

Water				
1 ERC	21.64	22.61	21.64	22.61
0.33 ERC	7.14	7.46	7.14	7.46
0.8 ERC	17.32	18.10	17.32	18.10
Wastewater				
1 ERC	24.81	25.93	24.81	25.93
0.33 ERC	8.19	8.56	8.19	8.56
0.8 ERC	19.85	20.74	19.85	20.74

Tier 2 - Inactive Account for months 13 through 120:

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

33.4% per Water ERC

Water				
1 ERC	7.22	7.54	7.22	7.54
0.33 ERC	2.38	2.49	2.38	2.49
0.8 ERC	5.78	6.04	5.78	6.04

46.6% per Wastewater ERC

Wastewater				
1 ERC	11.56	12.08	11.56	12.08
0.33 ERC	3.82	3.99	3.82	3.99
0.8 ERC	9.25	9.67	9.25	9.67

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

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

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

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

Residential & Non-Residential

Water (only) : 12 * (\$22.61 + \$0.57) + 2 * (\$7.46 + \$0.57) + \$185 + \$49 = 505.66 528.22 505.66 528.22

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

Wastewater (only) : (12 * \$25.93) + (2 * \$12.08) + \$49 = 367.84 384.32 367.84 384.32

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

Combined (Water & Wastewater) : 12*((\$22.61+\$0.57+\$25.93)+2*((\$7.46+\$0.57+\$12.08)+\$185+\$49+\$49 = 873.50 912.54 873.50 912.54

Residential Master Meter		(Example uses 10 units & 14 months)			
Water (only) :					
0.33 ERC :	10 * (12 * (\$7.46 + \$0.57) + 2 * (\$2.49 + \$0.57)) + \$185 + \$49 =	1205.40	1258.80	1205.40	1258.80
0.80 ERC :	10 * (12 * (\$18.10 + \$0.57) + 2 * (\$6.05 + \$0.57)) + \$185 + \$49 =	2495.00	2606.80	2495.00	2606.80
1.00 ERC :	10 * (12 * (\$22.61 + \$0.57) + 2 * (\$7.46 + \$0.57)) + \$185 + \$49 =	3042.20	3176.20	3042.20	3176.20
Wastewater (only) :					
0.33 ERC :	10 * (12 * (\$8.56 + \$0.57) + 2 * (\$3.99 + \$0.57)) + \$49 =	1183.20	1235.80	1183.20	1235.80
0.80 ERC :	10 * (12 * (\$20.74 + \$0.57) + 2 * (\$9.67 + \$0.57)) + \$49 =	2687.40	2811.00	2687.40	2811.00
1.00 ERC :	10 * (12 * (\$25.93 + \$0.57) + 2 * (\$12.08 + \$0.57)) + \$49 =	3332.40	3479.60	3332.40	3479.60
Combined (Water & Wastewater) :					
0.33 ERC :	10*(12*(\$7.46+\$8.56+\$0.57)+2*(\$2.49+\$3.99+\$0.57))+185+\$49+\$49=	2311.60	2414.80	2311.60	2414.80
0.80 ERC :	10*(12*(\$18.10+\$20.74+\$0.57)+2*(\$6.05+\$9.67+\$0.57))+185+\$49+\$49=	5105.40	5338.00	5105.40	5338.00
1.00 ERC :	10*(12*(\$22.61+\$25.93+\$0.57)+2*(\$7.46+\$12.08+\$0.57))+185+\$49+\$49=	6297.60	6578.40	6297.60	6578.40
4	At the customer's request, the maximum reconnection charge will be based on the lower of the amount as computed in Section E 3 Reconnection Fee immediately above or the total cost of a new water and/or wastewater service installation as computed in Sections A & B.				
5	Testing Meter at Customer's Request				
a	Test result showing meter reads high	No Charge	No Charge	No Charge	No Charge
b	Test result showing meter reads correctly or reads slow.				
	5/8" X 3/4"	42	44	42	44
	1"	53	56	53	56
	1-1/2"	80	84	80	84
	2"	111	116	111	116
	Above 2" Meter	Cost determined by OUA Exec Dir or designee			
6	Damaging, tampering with OUA property or unauthorized procedure(s)				
a	Tampering 1 - See detailed description as shown in Resolution 15-01, or latest edition	27	28	27	28
b	Tampering 2 - See detailed description as shown in Resolution 15-01, or latest edition	109	114	109	114
c	Tampering 3 - See detailed description as shown in Resolution 15-01, or latest edition	147	153	147	153
d	Tampering 4 - See detailed description as shown in Resolution 15-01, or latest edition	640	669	640	669
7	Developer/owner changing meter from one location to another without OUA's permission; per occurrence, per meter.	136	142	136	142
8	Destruction of meter and or related equipment Charge based upon actual replacement cost (labor, equipment and materials) plus a 15% administrative charge, per occurrence				
9	Returned check Prevailing amount per Florida Statute Section 832.07 as follows: Amount of check up to \$50.00, Amount of check over \$50.00 up to \$300.00, Amount of check over \$300.00, OR An amount equal to 5% of the face value of the check, whichever is greater. Plus other applicable fees in the event service is discontinued.	25.00 30.00 40.00	25.00 30.00 40.00	25.00 30.00 40.00	25.00 30.00 40.00
10	Account record history, requested by customer				
a	Certified/Notarized Copy (per page)	2.50	2.50	2.50	2.50
b	One-sided copy (per page)	0.50	0.50	0.50	0.50
c	Two-sided copy (per page)	0.66	0.70	0.66	0.70
d	Research of Records (per 1/4 hr. or fraction thereof with a minimum of \$7.55 per request)	7.55	7.89	7.55	7.89
11	Recording easements, annexation agreements, etc. (per page)	13.59	14.20	13.59	14.20
12	Project plan review The Okeechobee Utility Authority will review all plans and specifications of all proposed water and/or sewer facilities and the owner or developer will pay a one-time fee of \$75.00 per page of drawing. Project plans will not be approved until full payment of fee is received.				
13	Project inspection All projects must be inspected by OUA and the owner or developer shall pay fees at the rate of \$50.00 per hour during regular office hours and 1-1/2 times that rate after regular office hours billed monthly and paid before Certificate of Occupancy (C.O.) is approved.				
14	Miscellaneous charges for services not included above. Charge based upon actual replacement cost (materials, labor and equipment hours used) required for the service plus an administrative charge of 15% to be determined by OUA personnel.				
15	Fee on delinquent accounts 10% per month on delinquent amount due to date account is closed, or meter removed.				
16	Interest charged on closed accounts After the account is closed, simple interest is applied to the unpaid balance at the rate of 1-1/2% per month for a period not to exceed one (1) year.				
17	Laboratory testing Laboratory testing for a developer or individual at the following prices:				
	B.O.D.	18	19	18	19
	Suspended Solids	11	11	11	11
	Chlorine residual	14	14	14	14
	Fecal Coliform	26	27	26	27
	Total Coliform	26	27	26	27
	Chloride	11	12	11	12
	Fluoride	17	18	17	18
	pH	14	14	14	14
	Total dissolved solids	11	12	11	12
	Dissolved oxygen	8	9	8	9
	Turbidity	21	22	21	22

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

18 Adjustment(s) to customer accounts

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

19 Guaranteed Revenue Charges (GRC)

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

20 Meter Treated As Removed (MTAR)

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

21 Accrued Guaranteed Revenue Charges (AGRC)

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

22 Glades County Franchise Fee

The above rates, fees and charges do not reflect the franchise fee (currently set at 6%) which is imposed on customers residing within Glades County.

Okeechobee Utility Authority FY24 Budget
 Projected General In-Fill Revenue
 Approved Rates from Resolution 23-02, Effective October 1, 2023

08/28/2023

WATER	WASTEWATER
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Capital Connection Charge Revenue

Projected Connections Added in FY24	Revenue Per CC	Total CC Revenue	Projected Connections Added in FY24	Revenue Per CC	Total CC Revenue	WHAT IF
105	\$431.00	<u>\$45,255.00</u>	112	\$838.00	<u>\$93,856.00</u>	

Install Fee Revenue

Revenue Per Residential Mtr	Total Install Fee Revenue	Revenue Per Connection	Total Install Fee Revenue	Credit None
105	<u>\$27,930.00</u>	112	<u>\$62,160.00</u>	

		AGRC Per 1 ERC Connection	Total AGRC Revenue			ERC Connection	Total AGRC Revenue	
								25%
Oct-19	2	0.00	0.00	1	0.00	0.00		75%
Nov-19	2	0.00	0.00	1	0.00	0.00		
Dec-19	2	0.00	0.00	1	0.00	0.00		
Jan-20	2	0.00	0.00	1	0.00	0.00		
Feb-20	2	0.00	0.00	1	0.00	0.00		
Mar-20	2	0.00	0.00	1	0.00	0.00		
Apr-20	2	0.00	0.00	1	0.00	0.00		
May-20	2	0.00	0.00	1	0.00	0.00		
Jun-20	2	0.00	0.00	1	0.00	0.00		
Jul-20	2	0.00	0.00	1	0.00	0.00		
Aug-20	2	0.00	0.00	1	0.00	0.00		
Sep-20	3	0.00	0.00	1	0.00	0.00		
Totals	25		<u>\$0.00</u>	12			<u>\$0.00</u>	

Statistical Data:		
	<u>Water</u>	<u>Wastewater</u>
Projected Number of active connections		
Beginning of previous Fiscal Year	9649	4492
Beginning of Fiscal Year	9792	4579
Projected In-fill Growth rate	0.255%	0.262%
Average cost per new connection	\$697	\$1,393

* AGRC was discontinued by OUA Board action on Sept. 13, 2021

= SCENARIOS

Install Fee +			Install Fee +			
W CCC	Infill	Revenue	WW CCC	Infill	Revenue	<u>Combined</u>
	<u>at 25 ERC's</u>	<u>Impact</u>		<u>at 12 ERC's</u>	<u>Impact</u>	
\$ 2,788	\$ 292,740	na	\$ 5,572	\$ 624,064	na	\$ 916,804
\$ 2,091	\$ 219,555	\$ (73,185)	\$ 4,179	\$ 468,048	\$ (156,016)	\$ 687,603
\$ 1,394	\$ 146,370	\$(146,370)	\$ 2,786	\$ 312,032	\$(312,032)	\$ 458,402
\$697.00	\$ 73,185	\$(219,555)	\$1,393.00	\$ 156,016	\$(468,048)	\$ 229,201
					Net	<u><u>\$ 687,603</u></u>

RESOLUTION 23-03

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING THE SCHEDULE OF CAPITAL CONNECTION CHARGES AND METER INSTALLATION FEES FOR FISCAL YEAR 2023-24; PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the OUA Board, in a duly advertised public hearing held September 19, 2023, reviewed, discussed and received comments from staff and the public on the schedule of Capital Connection Charges and Meter Installation Fees, and

WHEREAS, the schedule of Capital Connection Charges and Meter Installation Fees for services provided by the Authority appear to be sufficient to generate revenues necessary to make all of the payments required by the terms of the bonds issued pursuant to Resolution No. 99-3 dated March 9, 1999, and to continue to provide for the operation and maintenance of the OUA System.

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

1. The attached schedule of Capital Connection Charges and Meter Installation Fees for services provided by the Okeechobee Utility Authority is hereby adopted and shall remain in effect from October 1, 2023 through September 30, 2024 and unless future OUA Board action directs otherwise, shall return to on October 1, 2024 to the rates, fees and charges approved in Resolution 23-02.

2. A copy of the schedule of Capital Connection Charges and Meter Installation Fees shall be filed with the Authority’s Clerk and Executive Director and will be available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.

3. This Resolution shall take effect October 1, 2023, 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 19th day of September 2023.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: _____
Tommy Clay, Chairman

Attest:

John F. Hayford
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution this 19th day of September 2023.

Tom W. Conely, III, Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

SEPTEMBER 19, 2023

PUBLIC HEARING

RESOLUTION 23-04

FY23 ADOPTION OF FY24 BUDGET

Public Hearing Agenda

- Open Public Hearing - concerning the establishment of the FY24 Budget
- Presentation by OUA Staff and the reading by title of Resolution 23-04
- Comments from the Public
- Comments from the OUA Board
- Close Public Hearing
- Motion to approve Resolution 23-04

Presentation

Attached is a copy of FY24 budget as presented by staff.

The budget was compiled with the following key assumptions:

- 4.5% Rate Adjustment applied which is proposed to take effect October 1, 2023.
- Total Operating Revenue for FY24 is estimated at estimated at \$12,930,823, representing a 8.1% increase over FY23 budget.
- Non-operating Revenue is estimated at \$424,889 in FY24 budget.
- Total Labor and O&M is estimated at \$10,157,323 or an increase of 15.39% over previous year's budget.
- A list of departmental and major projects is highlighted in section D section O.

At the time of the budget presentation, both the draft and final reports from Evergreen Solution LLC (Salary and Benefit Compensation Survey contractor) were still outstanding, therefore the following items are not included in the budget presented and are deferred to after the presentation of Evergreen and review by the Board:

- Elimination of single shift.
- Implementation of PTO as a replacement of Sick & Vacation time-off.
- Change in Employee Licensing Policy.
- Implementation of Retention Program

OUA staff concurs with the recommended budget and requests the Board to approve Resolution 23-04 thereby adopting FY24 Budget.

Okeechobee Utility Authority

FY24 Budget

Table of Contents

FY24		
Budget Document		
Tab	Pages	
A	A-1	Significant Budgetary Assumptions
	A-2 to A-3	Notes to the Budget Summary of Sources & Uses Funds Statement
	A-4 to A-7	Budget Summary of Sources & Uses Funds Statement
B	B-1	Notes to Revenue Summary
	B-2	Comparative Revenue Summary
	B-3 to B-4	Revenue Detail
C	C-1	Notes to Operating Expense Summary
	C-2	Comparative Expense Summary
	C-3	Operating Expense Summary by Department
	C-4 to C-17	Operating Expenses Detail by Department and Account
	C-18 to C-19	Non Operating Expenditures and Transfers
D	D-1	Additional Departmental O&M and Capital Expenditures
	D-2	Five Year Capital Improvement Plan Expenditure Detail (CIP)
E	E-1	Analysis of RR&I Fund (Required 5% Prev Fiscal Yr Sys Oper Rev)
F	F-1	Analysis of Emergency Reserve Fund Transfer (Req 30 Days of O&M)
G	G-1	Analysis of Operating Reserve Fund Transfer (Strive for 60 Days of O&M)
H	H-1	Analysis of Fire Hydrant Fund
J	J-1	Analysis of CIP (Capital Improvement) Fund
K	K-1	Debt Service Summary Truist Bank, SRF and USDA Combined
	K-2	Truist Bank Debt Service Summary Series 2020 A & 2020 B
	K-3	SRF Debt Service Summary
	K-4	USDA Debt Summary.
L	L-1	Notes to Labor Costs
	L-2	Projected Labor Costs by Department
N	N-1	Projected General In-fill revenue from: Water CCC, WW CCC & Install Fees
O	O-1	Projected Fund Balances and Expenditures for Capital Projects
R	R-1	Budget Recap for Newspaper

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

FY24 water and sewer utility revenue have been projected utilizing OUA's actual revenues for 10-1-22 to 5-31-23 and estimated revenues for 06-01-23 to 9-30-23

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

Proposed Rate Increase for Water Utility Revenue:

Proposed Rate Increase for Wastewater Utility Revenue:

In summary, total operating revenue as presented is greater than the previous years budgeted level by:

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

Electric (FPL) Services:	\$	(25,000)	-5.40%
Chemical Expenses:	\$	52,000	4.00%
Fuels, gasoline & diesel expense:	\$	(15,000)	-3.60%
Total change of O&M Expenses, including labor	\$	1,354,364	15.39%

Labor related expenses reflect the following:

Total for Cost of Living Adjustment:	\$0	0.00%
Total cost for Employee Merit Increase:	\$103,176	2.50%
Total cost for Employee Bonus, including FICA	\$65,913	1.50%
Total cost for Employee Health Care:	\$844,800	46.7%
Current Monthly Health Care Cost Per Employee	\$750	\$531,000
FY24 Monthly Health Care Cost Per Employee	\$1,100	\$844,800
Cost of Plant workers Uniform \$450/employee (Up from \$300/employee & includes shoes)		\$27,200
Increase in Labor Cost for Employees by \$1.00/hr.	\$155,730	\$1.0/hour
Annual Pension Contribution Budget & Rate from Actuaries	\$294,646	9.10%
Total labor expense is higher/ (less) than the previous year budget by:		34.78%

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

Page	Line		
A-4	7	General Utility Operating Revenue <u>not including</u> incremental revenue from the FY10 & FY11 rate increases shown below:	\$ 11,831,283
A-4	46	Net Incremental Rate Revenue from both the FY10 and FY11 rate increases is shown separately under Other Sources of Funds and is projected to total:	\$ 449,540
		Total operating revenues are greater than the previous year's budgeted amount by: 8.1%	\$ 969,109
A-4	10	Total Operating Expenses is composed of five departmental totals as is shown in Expenditures Summary C-2 lines 6 through 26.	\$ 10,157,323
		Total operating expenses (including labor) as presented is higher than the previous years' budgeted amount by: 15.39%	\$1,354,364
A-4	13	Senior Debt Service consists Truist series 2020A, series 2020B and USDA Promissory Notes.	\$ 1,853,851
		See Tab K for the detail for each debt issue.	
A-4	33 & 34	Total capital connection revenue in the amount of: (1)	\$ 139,111
		is derived from 105 new water and 112 wastewater capital connection charges (including Pine Ridge) .	
A-4	9	As presented, the Budget projects utilization of FY10 & FY11 rate increase in the amount of:	\$ 650,000
A-4	26	Annual Junior Debt Service consists of the SRF #1 loan:	\$ 682,862
		See Tab K pages K-3 for the detail on each indebtedness.	

(1) Resolution 22 - 04 (dated Aug. 18, 2022) is for the period October 1, 2022 to September 30, 2023. All discount will end unless action is taken by OUA Board.

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

Page	Line		
A-4	39	Total interest income revenue on restricted account balances has been projected based on current yields on qualified public funds accounts and with the expectation that these yield will likely will experience reduction during the proposed budget cycle.	\$ 190,772
A-4	40	Restricted revenues are credited to their respective fund balances during the fiscal year. They are detailed in the Other Sources of Funds section of the Budget Summary and for the fiscal year total:	\$ 424,889
A-4	21	As presented, the Budget Summary anticipates that the portion of the projected additional revenue derived from both the FY10 and FY11 rate increases that will be used for current year SRF Debt Service totals:	\$ 449,540
A-4	70	The remaining revenue may be transferred to the Rate Stabilization Fund:	\$ 179,996
A-4	64	As presented the Budget projects utilization of Operating Funds to adjust the Emergency Reserve Fund to its minimum requirement by adding/(subtrating) funds in the amount of:	\$ 36,369
A-5	101	Total Projected Fund Balances at October 1, 2023	\$ 8,993,826
		See worksheet in section O row 6 for a detailed analysis of the projected balances	
A-5	117	Projected Net Additions to Fund Balances From Transfers.	\$ 939,104
		This amount represents the expected transfers to the individual funds as further detailed in the worksheet in tab O.	
A-6	183	Proposed Capital Improvement Projects and Departmental Capital Expenditures total:	\$ 23,301,669
		Proposed capital expenditures are listed on A-6 (rows 123-154),and also on Tab D sheets D-1 and D-2 and Tab O	
		The proposed expenditures are not listed in any order of priority.	
A-6	203	Total Projected Fund Balances at September 30, 2024	\$ 4,073,944
		See worksheet in Tab O for a detailed analysis of the projected balances	

A	B	C	D	E	F	G	H
1			Okeechobee Utility Authority			Water	4.50%
2			FY24 Budget			Sewer	4.50%
3			Budget Summary				
4			Sources & Uses of Funds Statement				08/28/2023
5							
6	FUNDS FROM GENERAL UTILITY OPERATING REVENUE SOURCES:			FY24 Budget			
7			General Utility Operating Revenue (Not including revenue from FY10 & 11 rate increases)	11,831,283			
8			Funds needed from Rate Stabilization Fund				
9			FY10 rate increase utilized to fund Truist Debt Service	650,000			
10			Total Operating Expenses	(10,157,323)			
11							
12			Net General Utility Operating Revenue (Available for Truist Bank Debt Service)		2,323,960		
13			Total Truist & USDA Debt Service Payments and Budgeted DSC Ratio (%)		(1,853,851)		125.4%
14			Remaining General Utility Oper Revenue Available for SRF Debt Service		470,109		
15	FUNDS PROVIDED FROM RESTRICTED REVENUE SOURCES:						
16	Transfers In From Restricted Funds to Meet SRF Debt Service:						
17			Transfer in From 10/20 WW CCC Fund	0			
18			Transfer in from RR&I Fund Surplus (See Tab E, cell B16)	0			
19			Transfer in from Emergency Reserve Fund Surplus (See Tab F, cell B16)	0			
20			Transfer in from Operating Reserve Fund Surplus (See Tab G, cell B16)				
21			FY10 Rate Increase Revenue used for current SRF Debt Service	624,540			
22			Total Restricted Funds used for SRF Debt Service		624,540		
23			Less Senior Lien Coverage Factor at 10% (only utilized in DSC calculation)		(185,385)		
24			Less Junior Lien Coverage Factor at 15% (only utilized in DSC calculation)		(102,429)		
25			Sub-Total		806,834		
26			Total SRF Debt Payments and Budgeted DSC Ratio (%)		(682,862)		118.2%
27			Sub-Total		123,972		
28							
29			Remaining General Operating Revenue and Funds from both Debt Coverage Ratios		411,787		
30							
31	OTHER SOURCES OF FUNDS:						
32	Restricted Revenue:						
33			Water Capital Connection Charge Revenue From Infill	45,255			
34			Wastewater Capital Connection Charge Revenue From Infill	93,856			
38			Fire Hydrant Fund Fees	95,006			
39			Restricted Interest Income	190,772			
40			Sub-Total Restricted Revenue		424,889		
41							
42	Incremental Rate Revenue from FY10 & FY11 Rate Increases:						
43			Continuing Revenue From FY10, 6% Rate Increase	679,427			
44			Continuing Revenue From FY11, 3.5% Rate Increase	420,113			
45			FY10 & FY11 Rate Adjustment used to meet Senior Debt Coverage	(650,000)			
46			Net Incremental Revenue from FY10 & FY11 Rate Increases	449,540			
47							
48			Amount earmarked towards current SRF Debt Service Payments	(449,540)			
49			Subtotal	0			
50							
51							
52							
53			Total Funds Available for Required & Discretionary Capital Transfers			836,675	
54							
55	Required Capital Transfers:						
56			Transfer Into Fire Hydrant Fund	(95,006)			
57			Transfer of Interest Income Shown Above Into Respective Restricted Funds	(190,772)			
58			Transfer to Operating Reserve Fund (strive to maintain 60 days of O&M) see tab G	(317,180)			
59			Transfer Into Water CCC Fund (from Water in-fill Revenue)	(45,255)			
60			Transfer Into Water CCC Fund (from Water 10/20 Plan)	0			
61			Transfer Into WW CCC Fund (from WW in-fill Revenue)	(93,856)			
62			Transfer Into WW CCC Fund (from 10/20 Plan After SRF Debt Service Payments)	0			
63			Transfer Into RR&I Fund (to be maintained at 5% of Prior Year System Revenue) see tab E	19,329			
64			Transfer Into Emergency Reserve Fund (to be maintained at 30 days Oper Exp) see tab F	(36,369)			
65			Total Funds Used for Required Capital Transfers		(759,108)		
66							
67	Discretionary Capital Transfers:						
68			Transfer to Operating Reserve Fund (strive to maintain 60 days of O&M)	102,429			
69			Inter-fund Transfer to Future CIP	0			
70			Interfund Transfer to Rate Stabilization Fund	(179,996)			
71							
72			Total Funds Used for Discretionary Capital Transfers		(77,567)		
73							
74			Total Funds Used for Required & Discretionary Capital Transfers			(836,675)	
75							
76	REMAINING REVENUE FUNDS AVAILABLE FOR OTHER LAWFUL PURPOSES						0
77							A-4

	A	B	C	D	E	F	G	H	
78	FUNDING SOURCES:				FY24 Budget				
79	Fund Balance at October 1, 2023 (Projected):								
80	Restricted by Bond Covenants/Loan Documents:								
81				RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	599,424				
82				Capital Connection Fund-Water	532,790				
83				Capital Connection Fund-Sewer	57,315				
84				Capital Connection Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	367,983				
86				Debt Servicing Reserve	190,589				
87				Sub-Total	1,748,102				
88	Designated by Board Resolution:								
91				Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	677,195				
92				Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,346,185				
93				Fire Hydrant Fund	393,214				
94				Rate Stabilization Fund	1,865,455				
95				Sub-Total	4,282,049				
96	Not Restricted:								
97				General Operating Funds	1,725,538				
98				PTO Account Fund	100,462				
99				Future CIP Funding (Strive to maintain at 8% of Prior Year System Revenue)	1,137,675				
100				Sub-Total	2,963,675				
101				Total Fund Balance at October 1, 2023 (Projected)		8,993,826			
102									
103	Changes to Fund Balance (From Transfers Projected for FY23):								
104				Transfer into RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	(19,329)				
105				Transfer into CCC Fund-Water (from in-fill)	45,255				
106				Transfer into CCC Fund-Water (from 10/20 Plan)	0				
107				Transfer into CCC Fund-Sewer (from in-fill)	93,856				
108				Transfer into CCC Fund-Sewer 10/20 Plan	0				
109				Transfer into Fire Hydrant Fund	95,006				
110				Transfer into PTO Account Fund (Net of withdrawals)	0				
111				Transfer into Emergency Reserve Fund (Must be maintained at 30 days Oper Exp)	36,369				
112				Transfer into Operating Reserve Fund (Strive to maintain at 60 days of O & M)	317,180				
113				Transfer into Future CIP Funding (Strive to maintain at 8% of Prior Year Gross Rev)	0				
114				Transfer into Discretionary Rate Stabilization Funds	179,996				
115				Transfer into Future CIP Fund Earmarked:					
116				Transfers into Restricted Accounts from Interest Income	190,772				
117				Total Additions into Fund Balance (From Transfers in FY23)		939,104			
118									
119				Total Fund Balances (Projected)		9,932,930			
120	Funding Sources for Proposed Construction Project Expenditures:								
121				Net Income from Operation	236,787				
122				OSTDS Grant from FDEP for connection of Home to Sewer Line	2,500,000				
123				FDEP- Project 1 MFM - Construction	244,393				
124				FDEP - Project 1 MPS - Construction	429,913				
125				FDEP - Project 1 SE2 Intercon.- Const.	560,302				
126				EPA Grant - Treasure Cost Waste Water Project	363,923				
127				FDEP Grant - Treasure Cost Waste Water Project	2,180,385				
128				FDEP Grant - Project 2 SW Septic System	86,336				
129				USDA Loan Project 2 - Construction	4,882,240				
130				FDEP Project 3 (Design & CEI)	482,612				
131				FDEP Grant Okee-Tantie	2,759,272				
132				FDEP Grant Pine Ridge Park Wastewater + Water	1,077,613				
133				FDEP Grant - SW5	1,703,583				
134				Total Funding Sources from Grants & Loans		17,507,358			
135	TOTAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES & FUND BALANCES						27,440,288		
136									

A	B	C	D	E	F	G	H
137	PROPOSED CAPITAL EXPENDITURES DURING FY24:			FY24 Budget			
138	Funded by Grants and Loans			0			
139			Pine Ridge Park wastewater - Grant Funded	859,253			
140			Pine Ridge Park Water - Funded by OUA	218,360			
141			SW Section WW Project 1 - Grant Funded	1,234,608			
142			SW Section WW Project 2 - Grant Funded	0			
143			SW Section WW Project 2 - Loan Funded	4,968,576			
144			Okeechobee Tantie WW Project 3 - Grant Funded	3,241,884			
145			SW 5th Ave - Septic to Sewer - Grant Funded	1,703,583			
146			Treasure Island Waste Water Project - Design - Grant Funded	2,544,308			
147			OSTDS - Connection (Home to Line)	2,500,000			
148			Capital Improvement Project Expenditures (primarily grant/loan funded)		17,270,572		
149							
150			SW Service Area - Project 2 Asbestos Piping Removal	255,000			
151			Water Main Installation (System Wide)	300,000			
152			Wastewater Repair & Replacement (System Wide)	150,000			
158			Generator - Lift Stations (General)	60,000			
159			Vac. Station #2 150KW generator \$150,000	125,000			
160			Gravity Sewer Repair & Rehabilitation	100,000			
161			Lift Station Rehabilitations NW18, NW4, SW13; & SE7	100,000			
162			Manhole Rehabilitations	72,000			
163			Scada System	25,000			
164			Engineering Service for RFP - 24" Water Main Replacement (State Road 78)	318,115			
165			Engineering Service for RFP - GWTP Water Stability	75,000			
166			Engineering Service for RFP - To replace Vac Station # 2 & WWTP	48,100			
167			Lift Station Pump Replacements	32,000			
168			Lift Station Rehabilitations SE3, SW6, SW8, NE1, NE4, NE6	100,000			
169			Vacuum Pump Replacement	25,000			
170			Generators Replacement - WWTP	210,000			
173			Sub-total	1,995,215			
174			Total CIP Expenditures/Equipment Replacement & Rehab Proposed		1,995,215		
175							
176			Proposed Departmental Capital Expenditures: (Detail on D-1)				
177			Administration	925,000			
178			Maintenance	1,006,495			
179			Water	689,087			
180			Wastewater	1,325,300			
181			Meter Reading	110,000			
182			Total Proposed Departmental Capital Expenditures		4,035,882		
183							
184			Grand Total of Proposed Capital Funds Expenditures		23,301,669		
185							
186	PROJECTED RESERVES END OF FISCAL YEAR						
187	Fund Balance Reserves at September 30, 2024 (Projected):						
188	Restricted by Bond Covenants/Loan Documents:						
189			RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	617,415			
190			Capital Connection Charge Fund-Water	53,045			
191			Capital Connection Charge Fund-Sewer	4,171			
192			Capital Connection Charge Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	6,590			
193			Fire Hydrant Fund	488,220			
194			Sub-Total	1,169,442			
195	Restricted by Board Policy & General Operating Funds						
196			General Operating Funds	3,586			
197			PTO Account Fund	100,462			
198			Debt Servicing Reserve	190,589			
199			Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	687,162			
200			Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,352,517			
201			Future CIP Funding (Strive to maintain at 6% of Prior Year System Revenue)	271,827			
202			Rate Stabilization Fund	298,358			
203			Sub-Total	2,904,502			
204			Fund Balance Reserves at September 30, 2024 (Projected)		4,073,944		
205							
206			TOTAL PROPOSED CAPITAL EXPENDITURES AND FUND BALANCES			27,375,613	
207							
208			REMAINING FUNDS			\$64,676	
212							A-6

	A	B	C	D	E	F	G	H
213				Okeechobee Utility Authority				
214				FY24 Budget				
215				Budget Summary				08/28/2023
216				Debt Service Coverage Tests				
217								
218				Senior Lien Debt Service Coverage Analysis (110% Required)				
219								
220				General Utility Operating Revenue (line 9 above)		12,481,283		
221				Less Total Oper Exp (line 10 above)		(10,157,323)		
222				Funds needed from Rate Stabilization Fund		0		
223				Net General Utility Operating Revenue			2,323,960	
224								
225				Total Current Year Operating Revenue for Senior Lien Coverage Test			2,323,960	
226								
227				Senior Lien Debt Service		(1,853,851)		125.4%
228								
229				Remaining General Utility Oper Rev After Truist Bank Debt Service			470,109	
230								
231				Senior Lien Coverage				
232								
233				Junior Lien Debt Coverage Analysis (115% for SRF) (120% for RSF)		FOR SRF COVERAGE		
234								
235				Remaining General Utility Oper Revenue After Truist Bank Debt Service		470,109		
236				Less Senior Lien Coverage Factor at 10%		(185,385)		
237				Less Junior Lien Coverage Factor at 15%		(102,429)		
238				Incremental Rate Revenue from FY10 & FY11 rate increases added above		624,540		
239				Available Revenue for SRF (Junior Lien) DSC Calculation		806,834		118.2%
240								
243				SRF (Junior Lien) Debt Service		682,862		
244				Dollars required to satisfy SRF (Junior Lien Coverage) per Board Policy of 115%		102,429		
245				Total Operating Funds required to meet SRF (junior lien) debt coverage ratio		785,292		
246								
247								A-7

FY24 water and sewer utility revenue have been projected utilizing actual revenues for 10-1-22 to 07-31-23 and budgeted revenues for 08-01-23 to 09-30-23

Page	Line		
B-2	8 to 11	Grand Total Operating Revenue is composed of four classifications of operating income shown in Revenue Summary tab B2 lines 8 through 11.	12,930,823
B-3	18	Total Water Utility Revenue	7,878,008
B-3	15	Total water utility revenue above includes the ongoing effect from the FY10 rate increase with projected incremental water utility revenue totaling:	419,285
B-3	16	Also, total water utility revenue includes the ongoing effect from the FY11 rate increase with projected incremental water utility revenue totaling:	259,258
B-3	29	Total Sewer Utility Revenue	4,856,228
B-3	26	Total sewer utility revenue above includes the ongoing effect from the FY10 rate increase with projected incremental sewer utility revenue totaling:	260,142
B-3	27	Also, total sewer utility revenue includes the ongoing effect from the FY11 rate increase with projected incremental sewer utility revenue totaling:	160,855
B-3	31	Penalties & Late Charges	77,729
B-3	34	Miscellaneous	115,352
B-4	63	Total Capital Connection Charges	139,111
		As previously noted on Page A, the growth rate in new capital connections from in-fill is projected at approximately 0.26% and includes Pine Ridge Park (80 new Water & 100 new Wastewater customers)	0.26%

	A	B1	G	H	J
1	Okeechobee Utility Authority				4.50%
2	FY24 Budget				4.50%
3	Revenue Summary				08/28/2023
4					
5			FY23		FY24
6			Budget		Budget
7	Operating Revenue:				
8	Total Water Utility Revenue (see B-3 Line 18)		7,335,575		7,878,008
9	Total Sewer Utility Revenue (see B-3 Line 29)		4,425,602		4,856,228
10	Penalties & Late Charges		124,605		77,729
11	Miscellaneous Revenue		75,931		118,857
13	Grand Total Operating Revenue (see B-3 Line 40)		11,961,713		12,930,823
14					
15	Non-Operating Revenue:				
16	Gain/Loss Sale of Fixed Assets		0		0
17	Fire Hydrant Fund Fees		94,205		95,006
18	Total Restricted Interest (see B-4 Line 56)		32,433		190,772
19	Total CCC Revenue (Direct) (see B-4 Line 62)		20,831		139,111
22	Rate Stabilization Fund Transfer (see B-4 Line 71)		0		0
23	Grand Total Non-Operating Revenue (see B-4 Line 72)		147,469		424,889
24					
25	Grants, Loans & CIP Funding:				
26	Internal Funding for CIP & Departmental Capital Expenditures		2,413,550		6,031,097
27	Internal Funding (Rate Stabilization Fund) for SRF Debt Service + funding for Operating Reserve and for Emergency Reserve Funds		0		0
28	External Funding for Construction Projects		8,235,097		14,770,572
29	Total Grants, Loans & CIP Funding (see B-4 Line 80)		10,648,647		20,801,669
30					
31	GRAND TOTAL REVENUE (see B-4 Line 82)		22,757,829		34,157,380
32					
33					B-2

	A	H	N	O	P
1	Okeechobee Utility Authority			08/28/2023	
2	FY24 Budget				
3	Revenue Detail				
4		FY23		FY24	
5	(1) revenue budget assumes capital connection charges and installation fees will remain at 75% discount levels.	Budget		Budget	
6		Amount		Amount	
7	OPERATING REVENUE				
8	Water Utility Revenue	6,508,071		6,988,087	
9	Water AGRC Revenue (from in-fill connections)	0		0	
10	Water GRC Revenue	24,742		18,001	
11	Install Fees Water	6,650		27,930	(1)
12	Private Fire Protection	89,671		96,413	
13	Turn On/Off Fees	59,580		53,886	
14	Other Revenue Water	14,928		15,148	
15	Incremental Water Rev From 6.0% Rate Increase in FY-10	390,484		419,285	
16	Incremental Water Rev From 3.5% Rate Increase in FY-11	241,449		259,258	
18	Total Water Utility Revenue	7,335,575		7,878,008	
19					
20	Wastewater Utility Revenue	3,997,274		4,335,705	
21	Wastewater AGRC Revenue (from in-fill connections)	0		0	
22	Wastewater GRC Revenue	11,214		12,730	
23	Install Fees Wastewater	6,660		62,160	(1)
24	Kings Bay Wastewater Maintenance Fee	20,251		20,606	
25	Other Revenue Wastewater	2,068		4,031	
26	Incremental Wastewater Rev From 6.0% Rate Increase in FY-10	239,836		260,142	
27	Incremental Wastewater Rev From 3.5% Rate Increase in FY-11	148,299		160,855	
29	Total Wastewater Utility Revenue	4,425,602		4,856,228	
30					
31	Penalties & Late Charges	124,605		77,729	
32	Merchant Revenue	51,006		61,994	
33	Ag Land Lease	3,515		3,505	
34	Miscellaneous Revenue	75,931		115,352	
35					
36	Interest Operating Account	0		0	
37	Interest on 10/20 Extended Payment Plan	0		0	
38	Interest Payroll Account	0		0	
39	Total Unrestricted Interest Revenue	0		0	
40					
41	GRAND TOTAL FROM OPERATING REVENUE	11,961,713		12,930,823	
42	Resolution 22 - 04 (dated Aug. 18, 2022) which approved a 75% discount on Capital Connection Charges (CCC) and Installation Fees, reduce budgeted in-fill CCC and install fees by \$687,603.			(1)	

	A	H	N	O	P
1	Okeechobee Utility Authority			08/28/2023	
2	FY24 Budget				
3	Revenue Detail				
4		FY23		FY24	
5	(1) revenue budget assumes capital connection charges and installation fees will remain at 75% discount levels.	Budget		Budget	
43	NON-OPERATING REVENUE	Amount		Amount	
44	Gain/Loss Sale of Fixed Asset	0		0	
45					
46	Fire Hydrant Fund Fees	94,205		95,006	
47					
49	Interest Operating Account	16,175		136,172	
50	Interest Payroll Account	522		2,407	
51	Interest-RR&I Funding Required	2,889		17,991	
54	Interest-Rate Stabilization Fund & Debt Service Fund	3,338		17,903	
55	Interest-Operating Reserve Fund (60 day O&M) accrued	6,332		6,332	
56	Interest-Emergency Reserve Fund (30 day O&M) accrued	3,176		9,967	
57	Total Restricted Interest	32,433		190,772	
58					
59	Water CCC from in-fill	10,775		45,255	(1)
60	Wastewater CCC from in-fill	10,056		93,856	(1)
61	Water CCC from 10/20 Plan (Net assessment received from developer)	0		0	
62	WWTP CCC 10/20 Plan (Net assessment received from developer)	0		0	
63	Total Water & WW CCC Revenue (Direct)	20,831		139,111	
73	GRAND TOTAL NON-OPERATING REVENUE	147,469		424,889	
74					
75	GRANTS, LOANS & CIP FUNDING				
76	Internal Funding for CIP Expenditures	1,184,250		1,995,215	
77	Internal Funding for SRF Debt Service (from Restricted Funds)	0		0	
78	Internal Funding for Departmental Capital Expenditures	1,229,300		4,035,882	
79	External Funding-State Programs	7,035,097		9,888,332	
80	External Funding from loan	1,200,000		4,882,240	
81	GRAND TOTAL GRANTS & INTERNAL FUNDING	10,648,647		20,801,669	
82					
83	GRAND TOTAL SOURCES OF FUNDS	22,757,829		34,157,380	
84					
85	Resolution 22 - 04 (dated Aug. 18, 2022) which approved a 75% discount on Capital Connection Charges (CCC) and Installation Fees, reduce budgeted in-fill CCC and install fees by \$687,603.			(1)	
86					

Notes to Operating Expense Summary:

Page Line

C-2	26	Total Departmental Operating Expense:	\$10,457,323
		Total Operating expense (including labor) as presented is higher than the previous years budgeted amount by: \$ 1,354,364	15.39%
C-4 to C-17		In the detailed expense listing shown on pages C-4 through C-17, most expense classifications have been assigned a budgetary value based on either a specific contract amount or an analysis of the year-to-date operating expenses. However, several selected O&M expense classifications in each department have been historically subject to market fluctuations.	
A-1	27	Electric (FPL) expenses are assigned a specific budgetary value or an adjusted amount based on a projected rate increase/(decrease) of:	-5.40%
A-1	29	Chemicals are assigned a specific budgetary value and a percent change based on supplier's price adjustments ('22-'23):	4.00%
A-1	31	Fuel, gas, diesel & general petroleum based commodities have been assigned a specific budgetary value and a percent change based on inflation estimates:	-3.60%

	A	B	C	D	F	G
1	Okeechobee Utility Authority					
2	FY24 Budget					08/28/2023
3	Expenditures Summary					
4						
5	Operating Expenses		FY23 Budget			FY24 Budget
6	Admin/Exec. Labor, (includes \$27,851 for Urgent Care Services)		1,239,984			1,680,240
7	Admin/Exec. O & M		1,007,648			1,241,077
8	Total Administration / Executive Expenses		2,247,632			2,921,317
9						
10	Maintenance Labor		1,384,916			1,932,802
11	Maintenance O & M		1,131,406			1,024,700
12	Total Maintenance Expenses		2,516,322			2,957,502
13						
14	Water Labor		642,484			867,334
15	Water O & M		1,409,025			1,381,950
16	Total Water Expenses		2,051,509			2,249,284
17						
18	Wastewater Labor		609,266			751,856
19	Wastewater O & M		692,500			607,300
20	Total Wastewater Expenses		1,301,766			1,359,156
21						
22	Meter Labor		245,988			324,313
23	Meter O & M		49,950			45,750
24	Total Meter Reader Expenses		295,938			370,063
25						
26	Grand Total Operating Expenses		8,413,167			10,157,323
27						
28	Non-Operating Expenses					
29	Debt Service Interest Expense		318,753			383,094
30	Amortization Expense		12,600			12,600
31	Depreciation Expense		2,700,000			2,700,000
32	Grand Total Non-Operating Expenses		3,031,353			3,095,694
33						
34	Transfers					
35	Debt Service Principal Payments		2,113,253			2,153,619
36	Required Transfers to Restricted Revenue Funds		122,865			424,889
38	Discretionary Transfers From Restricted Funds		791,688			236,787
39	Other Transfers		10,648,647			23,538,456
40	Grand Total Transfers		13,676,453			26,353,750
41						
42	GRAND TOTAL EXPENDITURES		25,120,973			39,606,767
43						
44	GRAND TOTAL EXPENDITURES WITHOUT NON-CASH AMORTIZATION & DEPRECIATION EXPENSE		22,408,373			36,894,167

	A	B	D	E	I	M
1	Okeechobee Utility Authority					
2	FY24 Budget					08/28/2023
3	Operating Expense	Summary by Department				
4						
5			FY23		FY2023	FY24
6			Budget		10 Month	Budget
7		Department	Amount		Actual	Amount
8	Summary Labor:	Administration	1,239,984		849,564	1,680,240
9		Maintenance	1,384,916		1,116,784	1,932,802
10		Water	642,484		460,485	867,334
11		Wastewater	609,266		411,661	751,856
12		Meter	245,988		187,901	324,313
13		Total Labor	4,122,638		3,026,394	5,556,545
14						
15						
16	Summary O & M:	Administration	1,007,648		859,350	1,241,077
17		Maintenance	1,131,406		751,427	1,024,700
18		Water	1,409,025		1,094,934	1,381,950
19		Wastewater	692,500		535,208	607,300
20		Meter	49,950		21,965	45,750
21		Contingency	389,791			300,000
22		Total O & M	4,680,320		3,262,884	4,600,777
23						
24						
25						
26	Summary Dept Total:	Administration	2,247,632		1,708,914	2,921,317
27		Maintenance	2,516,322		1,868,211	2,957,502
28		Water	2,051,509		1,555,418	2,249,284
29		Wastewater	1,301,766		946,869	1,359,156
30		Meter	295,938		209,866	370,063
31		Contingency	389,791			300,000
32		Total Department Expenses	8,802,958		6,289,279	10,157,323
33						
34						
35						
36						
37	FY24 Operating Expense Budget higher than Final FY23, as amended					1,354,364
38	Percent change					15.39%
39						
40						
41						

	A	B	D	E	I	M
42	Okeechobee Utility Authority					
43	FY24 Budget					08/28/2023
44	Operating Expense	Detail by Department and Account				
45						
46			FY23		FY 2023	FY24
47	Administration Labor:		Budget		10 Month	Budget
48	Account Number	Account Description	Amount		Actual	Amount
49	401-3-513-1100-100	Executive Salaries	146,328		79,477	153,799
50	401-3-513-1101-100	Supervisor salaries	124,072		88,022	208,220
51	401-3-513-1200-100	Regular Salaries	409,614		285,584	503,379
52	401-3-513-1201-100	Non-pension admin	260,000		188,978	320,000
53	401-3-513-1202-100	Bonus Pay Admin	14,100		0	17,339
54	401-3-513-1300-100	Accrued Payout PTO (cash paym	0		3,178	21,590
55	401-3-513-1400-100	Overtime	7,195		4,720	7,375
56	401-3-513-1600-100	Accrued Wages and FICA	0		0	0
57	401-3-513-1610-100	Accrued Benefits & FICA (vacatio	17,437		23,247	
58	401-3-513-2100-100	FICA	74,874		47,738	94,225
59	401-3-513-2200-100	Retirement	0		0	85,133
60	401-3-513-2300-100	Health Insurance	144,000		100,960	224,400
61	401-3-513-2301-100	Disability Insurance	3,085		1,948	4,004
62	401-3-513-2302-100	Life Insurance	3,684		2,584	3,918
63	401-3-513-2400-100	Workmens Compensation	1,543		1,101	1,777
64	401-3-513-2500-100	Unemployment Compensation	0		0	0
65	401-3-513-3400-213	Urgent Care Services	27,851		22,026	34,080
66	401-3-513-2400-101	COLA Increase	0		0	0
67	401-3-513-1620-100	Accrued OPEB	1,000		0	1,000
68	401-3-513-1201-102	Janitorial Services	5,200		0	0
69					0	0
70					0	0
71						
72		Admin Labor Subtotal	1,239,984		849,564	1,680,240
73						
74						

	A	B	D	E	I	M
75			FY23		FY 2023	FY24
76	Administration O&M:		Budget		10 Month	Budget
77	Account Number	Account Description	Amount		Actual	Amount
78	401-3-513-5100-101	Office Equipment	2,000		1,504	3,500
79	401-3-513-4905-201	Collection Agency Expense	0		0	0
80	401-3-513-3100-200	Legal Service-General Counsel	35,000		48,420	72,000
81	401-3-513-3100-202	Legal Serv-Dev Matters-Other	2,500		0	2,500
82	401-3-513-3100-203	Legal Serv-Easement Matters	2,500		19	2,500
83	401-3-513-3100-204	Legal Serv-EEOC			0	
84	401-3-513-3100-210	Legal Serv- USDA	0		9,048	10,000
85					0	
86					0	
87	401-3-513-3100-208	Legal Serv-Gadsden	0		0	0
88	401-3-513-3100-204	Legal Serv-Land Trust v OUA	0		0	0
89	401-3-513-3101-200	Engineering Fees	20,000		1,350	10,000
90	401-3-513-3101-201	Eng Fees-Water General	20,000		30,142	40,000
91	401-3-513-3101-202	Eng Fees-Water Quality Improv.	15,000		0	10,000
92	401-3-513-3101-203	Eng Fees-WW General	20,000		0	10,000
93	401-3-513-3200-200	Accounting & Auditing	26,000		22,000	23,000
94	401-3-513-3400-200	Other contracts(surveys, 1095C,	25,000		13,102	15,000
95	401-3-513-3400-201	Utility Serv Co (moved to water dept)			0	
96	401-3-513-3400-202	Financial Advisor	2,500		0	-
97	401-3-513-3400-203	Rate Consultant Services	10,000		0	2,000
98	401-3-513-3400-204	CAS & Assoc-Legislative Serv	45,000		26,250	45,000
99	401-3-513-3400-205	Thorn Run-Legislative Serv	55,000		35,000	50,000
100	401-3-513-3400-206	One-Call Serv	5,500		3,749	4,800
101	401-3-513-3400-207	ADP-Payroll Services	31,200		23,298	31,200
102	401-3-513-3400-212	ADP-Easy Labor Management Fe	4,200		3,221	4,200
103	401-3-513-3400-208	Random Drug Program Costs	7,500		770	7,500
104	401-3-513-3400-210	Safety Matters-Consulting Serv	2,500		1,935	2,500
105	401-3-513-3400-211	Pension Related Matters	1,500		0	1,500
106	401-3-513-3400-216	Bank Service Fee CSB	300		30	300
107	401-3-513-3400-217	Trasaction Fee - Springbrook	24,000		14,833	20,000
108	401-3-513-3400-218	Merchant Processing Fee	60,000		47,895	72,000
109	401-3-513-4000-100	Travel and Per Diem	2,500		133	1,861
110	401-3-513-4100-100	Communication Service	0		0	0
111	401-3-513-4100-101	Com Serv-Comcast	10,100		5,063	10,100
112	401-3-513-4100-102	Com Serv- Cellular	1,500		514	1,500
113	401-3-513-4100-104	Com Serv-Reimbursements	1,500		1,008	1,500
114	401-3-513-4100-105	Com Serv-Ans Services	0		0	0
115	401-3-513-4100-106	SLERS Radio Service Fee (7x\$9)	850		540	850
116	401-3-513-4100-108	SLER R & M - Admin	3,500		323	1,000
117	401-3-513-5208-101	COVID-19 Exp	2,500		0	1,500
118	401-3-513-4100-108	SLERS R&M - Admin	3,500		0	3,500
119	401-3-513-5215-100	Safety Supplies	1,750		0	1,750
120	401-3-513-4200-100	Postage and Transportation	45,000		41,529	50,000
121	401-3-513-4300-100	Utilities-FPL	8,500		6,339	8,500
122	401-3-513-4301-100	Utilities Waste Management	1,750		1,660	1,750

	A	B	D	E	I	M
123			FY23		FY 2023	FY24
124	Administration O&M:		Budget		10 Month	Budget
125	Account Number	Account Description	Amount		Actual	Amount
126	401-3-513-4400-101	Pitney Bowes Post Mach Lease	1,100		513	1,100
127	401-3-513-4400-102	Copier Usage Costs	5,000		3,135	5,000
128	401-3-513-4500-200	Insurance-Prop, Cas & Gen Liab	386,812		318,981	518,889
129	401-3-513-4500-201	Insurance-Pollution Policy	12,777		10,648	12,777
130	401-3-513-4500-202	Insurance-Storage Tank Policy	2,000		1,393	2,000
131	401-3-513-4600-100	R&M Vehicles	2,500		80	2,500
132	401-3-513-4609-100	R&M Building Admin	10,000		5,509	10,000
133	401-3-513-4611-100	R&M Equipment	1,250		269	750
134	401-3-513-4612-100	R&M Comp Equipment	1,500		1,268	1,500
135	401-3-513-4613-100	R&M Comp Software (Springbrk)	40,000		41,058	50,000
136	401-3-513-4613-101	Comp Sys, HW/SW Upgrades& I	7,500		1,213	7,500
137	401-3-513-4613-102	IT Outsourced Services	11,400		9,500	12,000
138	401-3-513-4615-100	Lawn Service Admin	750		100	500
139	401-3-513-5208-101	Shrinkage Expense	0		0	0
140	401-3-513-4700-200	Printing and Binding	25,000		20,230	25,000
141	401-3-513-4901-100	Education-Springbrook & Genera	3,500		864	3,500
142	401-3-513-4902-200	Advertising	10,000		3,990	6,000
143	401-3-513-4902-201	Website/Webhosting Exp E-billing	0		20	2,500
144	401-3-513-4905-200	Bad Debt Expense	0		(338)	-
145	401-3-513-4906-100	Taxes and Fines	0		1,072	2,000
146	401-3-513-4908-100	Hurricane Expense	0		75,942	10,000
147	401-3-513-4909-100	Staff Awards & Luncheon	10,000		1,355	5,000
148	401-3-513-5100-100	Office Supplies	7,500		8,317	12,500
149	401-3-513-5201-100	Fuel Gas & Diesel - Vehicles	2,000		495	1,000
150	401-3-513-5203-100	Uniforms	1,500		194	1,500
151	401-3-513-5207-100	Tools	250		14	250
152	401-3-513-5208-100	Supplies Administration	7,500		2,078	4,000
153	401-3-513-5215-100	Safety Supplies	1,750		2,037	2,500
154	401-3-513-5400-100	Books, Dues and Publications	7,500		5,083	7,500
155	401-3-513-6400-100	Capital Outlay Admin	13,200		4,659	7,000
156	401-3-513-9000-200	Contingencies	200,000		0	150,000
157	401-3-513-9000-200	Contingencies - FY22	64,791		0	0
158	401-3-513-4907-100	Loan Cost of Issuance	0		0	3,000
159		Admin O & M Subtotal	1,272,439		859,350	1,391,077
160		Admin Dept Totals	2,512,423		1,708,914	3,071,317

	A	B	D	E	I	M
164			FY23		FY 2023	FY24
165	Maintenance Labor:		Budget		10 Month	Budget
166	Account Number	Account Description	Amount		Actual	Amount
167	401-4-536-1101-100	Supervisor Salaries Maint	79,560		67,300	91,185
168	401-4-536-1200-100	Regular Salaries	823,402		667,736	1,115,414
169	401-4-536-1201-100	Non-pension	70,000		59,038	70,000
170	401-4-536-1201-101	On Call	13,200		10,303	13,530
171	401-4-536-1400-100	Overtime Maint	40,800		41,370	40,800
172	401-4-536-1600-100	Accured Wages and FICA Maint	0		0	0
173	401-4-536-1610-100	Accrued Benefits & FICA (vacatio	10,000		21,705	23,020
174	401-4-536-2100-100	FICA Maint	80,046		53,384	105,084
175	401-4-536-2200-100	Retirement Maint	0		0	109,184
176	401-4-536-2300-100	Health Insurance Maint	189,000		151,022	303,600
177	401-4-536-2301-100	Disability Insurance Maint	3,142		2,344	4,345
178	401-4-536-2302-100	Life Insurance Maint	4,434		4,049	4,902
179	401-4-536-2400-100	Workmens Compensation Maint	46,867		33,433	31,065
180	401-4-536-2500-100	Unemployment Comp Maint	1,000		0	1,000
181	401-4-536-1300-100	Accrued Payout PTO (cash paym	7,871		5,100	
182	401-4-536-1202-100	Bonus Pay-Maint	14,594		0	18,674
183	401-4-536-2601-100	Accrued OPEB Maint	1,000		0	1,000
184						
185		Maintenance Labor Subtotal	1,384,916		1,116,784	1,932,802
186						
187						-20
188						
189						
190						
191						
192						
193						
194						
195						
196						
197						
198						

	A	B	D	E	I	M
202			FY23		FY 2023	FY24
203	Maintenance O&M:		Budget		10 Month	Budget
204	Account Number	Account Description	Amount		Actual	Amount
205						
206						
207	401-4-536-3400-209	GPS Tracking	4,500		3,442	4,500
208	401-4-536-4000-100	Travel and Per Diem Maint	1,000		0	1,000
209	401-4-536-4100-101	Com Serv-Comcast Maint	4,500		4,085	4,500
210	401-4-536-4100-102	Com Serv-Cellular Maint	1,250		1,297	2,000
211	401-4-536-4100-104	Com Serv-Reimbursements Main	1,500		1,008	1,500
212	401-4-536-4100-300	Communications AirVac	1,000		545	1,000
213	401-4-536-4100-106	SLERS Radio Maint Fee-Maint (3	3,500		2,790	3,500
214	401-4-513-4100-108	SLERS R&M Maintenance	2,000		323	1,000
215	401-4-536-4200-100	Postage Transportation Maint	500		89	500
216	401-4-536-4300-100	Utilities-FPL Maintenance	5,500		4,141	5,500
217	401-4-536-4300-200	Utilities-FPL Pump Stations	70,000		59,261	77,000
218	401-4-536-4300-300	Utilities AirVac	55,000		41,758	55,000
219	401-4-536-4301-100	Utilities Waste Management Maint	4,500		3,780	4,500
220	401-4-536-4301-101	Utilities Waste Mngmt-tipping fee	4,000		630	2,000
221	401-4-536-4400-100	Equipment Rental Maint	4,500		629	2,000
222	401-4-536-4600-100	R&M Vehicles Maint	25,000		15,690	20,000
223	401-4-536-4605-200	R&M Pump Stations	95,000		29,336	45,000
224	401-4-536-4605-201	R&M Pump Stations Electrical	20,000		610	10,000
225	401-4-536-4605-300	R&M Air Vac	90,000		48,079	73,000
226	401-4-536-4605-400	R&M Water Distribution Maint	155,000		103,436	125,000
227	401-4-536-4605-500	R&M Sewer Collection Maint	20,000		5,434	15,000
228	401-4-536-4605-600	R&M Kings Bay	8,500		7,465	8,500
229	401-4-536-4605-700	R&M SCADA	15,000		5,486	15,000
230	401-4-536-4609-100	R&M Building Maintenance	3,500		879	3,500
231	401-4-536-4611-100	R&M Equipment Maintenance	25,000		6,729	25,000
232	401-4-536-4611-200	R&M Equipment Pump Stations	12,500		0	12,500
233	401-4-536-4611-300	R&M Generators	12,500		13,258	15,000
234	401-4-536-4612-100	R&M Computer Equipment Maint	1,000		0	1,000
235	401-4-536-4613-100	R&M Computer Software Maint	1,000		1,174	1,000
236	401-4-536-4614-100	R&M Copier Usage Maint	1,000		206	1,000
237	401-4-536-4615-200	Lawn Serv Pump Stations	1,750		3,890	6,800
238	401-4-536-4615-300	Lawn Serv Air Vac	3,000		5,455	9,400
239	401-4-536-4616-100	Testing and Lab Service	5,500		2,625	5,500
240	401-4-536-4901-100	Education maint	3,500		5,667	6,500
241	401-4-536-4909-100	Staff Awards & Luncheon	1,500		676	1,500
242	401-4-536-4501-100	Small Equipment	2,500		0	1,500
243	401-4-536-5100-100	Office Supplies Maint	3,250		1,620	3,250
244						

	A	B	D	E	I	M
246					FY 2023	Budget
247	Maintenance O&M:		Budget		10 Month	FY24
248	Account Number	Account Description	Amount		Actual	
249	401-4-536-5201-100	Fuel: Gas, Diesel - Vehicles	55,000		34,233	45,000
250	401-4-536-5202-100	Fuel Other Maint	15,000		5,166	9,000
251	401-4-536-5203-100	Uniforms Maint	5,500		3,913	7,000
252	401-4-536-5206-100	Meters and Meter Boxes	200,000		154,145	180,000
253	401-4-536-5207-100	Tools Maint	12,500		4,293	7,500
254	401-4-536-5207-200	Tools Pump Stations	1,000		245	1,000
255	401-4-536-5207-300	Tools Air Vac	500		97	500
256	401-4-536-5207-400	Tools Water Dist Maint	500		0	250
257	401-4-536-5207-500	Tools Sewer Collection Maint	500		399	500
258	401-4-536-5207-600	Tools Kings Bay Maint	500		0	500
259	401-4-536-5208-100	Supplies Maint	30,000		15,779	15,000
260	401-4-536-5208-200	Supplies Pump Stations	1,000		1,085	1,500
261	401-4-536-5208-300	Supplies Air Vac	1,250		1,200	1,500
262	401-4-536-5208-400	Supplies Water Dist Maint	7,500		10,419	15,000
263	401-4-536-5208-500	Supplies Sewer Collection Main	1,500		1,847	2,000
264	401-4-536-5208-600	Supplies Kings Bay Maint	250		0	250
265	401-4-536-5209-200	Chemicals Pump Stations	96,000		123,518	150,000
266	401-4-536-5215-100	Safety Supplies	12,500		11,075	9,000
267	401-4-536-5400-100	Books, Dues and Publ Maint	750		0	750
268	401-4-536-6400-100	Capital Outlay Maint	20,406		3,995	8,000
269	401-4-536-9000-100	Contingency-Maint	25,000		0	50,000
270	401-4-536-9999-100	Return To Stock	0		(1,474)	0
271						
272		Maintenance O & M Subtotal	1,156,406		751,427	1,074,700
273		Maintenance Dept Totals	2,541,322		1,868,211	3,007,502
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	A	B	D	E	I	M
282			FY23		FY 2023	FY24
283	Water Labor:		Budget		10 Month	Budget
284	Account Number	Account Description	Amount		Actual	Amount
285	401-5-533-1101-100	Supervisor Salaries SWTP	50,261		42,780	84,295
286	401-5-533-1101-200	Supervisor Salaries GWTP	21,540		18,334	0
287	401-5-533-1200-100	Regular Salaries SWTP	283,840		222,101	424,753
288	401-5-533-1200-200	Regular Salaries GWTP	42,598		0	0
289	401-5-533-1300-100	Accrued Payout SWTP	7,260		7,255	10,044
290	401-5-533-1300-200	Accrued Payout GWTP	0		0	0
291	401-5-533-1201-103	Part Time Employee SWTP	0		0	0
292	401-5-533-1201-100	Non Pension Employee SWTP	50,000		36,864	50,000
293	401-5-533-1202-100	Bonus Pay SWTP	6,400		0	8,178
294	401-5-533-1202-200	Bonus Pay GWTP	323		0	
295	401-5-533-1400-100	Overtime SWTP	11,642		16,865	13,120
296	401-5-533-1400-200	Overtime GWTP	1,833		0	0
297	401-5-533-1610-100	Accured Benefits and FICA SWTP	20,000		15,984	20,000
298	401-5-533-1610-200	Accured Benefits and FICA GWTP	0		0	0
299	401-5-533-2500-100	Unemployment Comp SWTP	0		0	0
300	401-5-533-2500-200	Unemployment Comp GWTP	0		0	0
301	401-5-533-2100-100	FICA SWTP	31,320		20,149	45,074
302	401-5-533-2100-200	FICA GWTP	5,071		1,307	0
303	401-5-533-2200-100	Retirement SWTP	0		0	47,088
304	401-5-533-2200-200	Retirement GWTP	0		0	
305	401-5-533-2300-100	Health Insurance SWTP	81,000		66,110	145,200
306	401-5-533-2300-200	Health Insurance GWTP	9,000		0	
307	401-5-533-2301-100	Disability Insurance SWTP	1,341		792	1,888
308	401-5-533-2301-200	Disability Insurance GWTP	130		0	
309	401-5-533-2302-100	Life Insurance SWTP	1,866		1,741	2,274
310	401-5-533-2302-200	Life Insurance GWTP	204		0	
311	401-5-533-2400-100	Workmens Comp SWTP	13,138		9,372	13,321
312	401-5-533-2400-200	Workmens Comp GWTP	1,165		831	0
313	401-5-533-1600-100	Accured Wages and FICA SWTP	0		0	0
314	401-5-533-1600-200	Accured Wages and FICA GWTP	0		0	0
315	401-5-533-2601-100	Accured OPEB SWTP	2,100		0	2,100
316	401-5-533-2601-200	Accured OPEB GWTP	450		0	
317		Water Labor Subtotal	642,484		460,485	867,334

	A	B	D	E	I	M
324			FY23		FY 2023	FY24
325	Water O & M:		Budget		10 Month	Budget
326	Account Number	Account Description	Amount		Actual	Amount
327	401-5-533-3400-201	American Tank / Elev Strg Tank F	18,000		14,138	18,000
328	401-5-533-4100-108	SLERS R & M SWTP	0		0	1,000
329	401-5-533-4100-208	SLERS R & M GWTP	0		0	250
330	401-5-533-3400-209	GPS Tracking	1,500		658	1,000
331	401-5-533-4000-100	Travel and Per Diem SWTP	500		0	500
332	401-5-533-4000-200	Travel and Per Diem GWTP	250		0	100
333	401-5-533-4100-101	Com Serv-Comcast SWTP	5,000		4,110	5,000
334	401-5-533-4100-103	Com Serv-Sprint SWTP	150		0	150
335	401-5-533-4100-104	Com Serv-Reimburse. SWTP	750		504	750
336	401-5-533-4100-200	Communications GWTP	2,000		1,391	2,000
337	401-5-533-4100-106	SLERS Radio Maint Fee SWTP (	750		450	750
338	401-5-533-4100-206	SLERS Radio Maint Fee GWTP (	350		180	350
339	401-5-533-4100-107	SLERS Tower Maint Fee SWTP (	0		0	0
340	401-5-533-4100-207	SLERS Tower Maint Fee GWTP (	0		0	0
341	401-5-533-4200-100	Postage Transportation SWTP	200		552	750
342	401-5-533-4200-200	Postage Transportation GWTP	100		0	50
343	401-5-533-4300-100	Utilities-FPL SWTP	250,000		174,362	230,000
344	401-5-533-4300-200	Utilities-FPL GWTP	42,000		28,062	40,000
346	401-5-533-4301-100	Utilities Waste Mgmt SWTP	4,500		3,405	4,500
347	401-5-533-4301-200	Utilities Waste Mgmt GWTP	250		0	500
348	401-5-533-4400-100	Equipment Rental SWTP	1,500		1,235	2,000
349	401-5-533-4400-200	Equipment Rental GWTP	250		0	500
350	401-5-533-4600-100	R&M Vehicles SWTP	3,750		1,188	2,500
352	401-5-533-4602-100	R&M SWTP	50,000		32,307	50,000
353	401-5-533-4602-200	R&M GWTP	3,500		435	2,500
354	401-5-533-4611-101	R&M Generator SWTP	25,000		4,390	15,000
356	401-5-533-4611-100	R&M Equipment SWTP	65,000		71,766	80,000
357	401-5-533-4611-200	R&M Equipment GWTP	10,000		1,930	3,000
358	401-5-533-4611-201	R&M Generators GWTP	5,000		1,360	5,000
359	401-5-533-4612-100	R&M Computer Equip SWTP	2,500		207	1,500
360	401-5-533-4612-200	R&M Computer Equip GWTP	250		0	-
361	401-5-533-4613-100	R&M Computer Software SWTP	1,000		324	1,000
362	401-5-533-4613-200	R&M Computer Software GWTP	250		0	500
363	401-5-533-4615-100	Lawn Service SWTP	9,500		11,535	18,200
364	401-5-533-4615-200	Lawn Service GWTP	6,500		7,870	12,400
366	401-5-533-4616-100	Testing and Lab Service SWTP	20,000		13,871	20,000
367	401-5-533-4616-200	Testing and Lab Service GWTP	500		0	10,000
369	401-5-533-4619-100	C2i Annual Maintenance	12,500		6,699	12,500
370	401-5-533-4620-100	R&M Ozone Water System Inc S	45,000		101,064	25,000
371	401-5-533-4901-100	Education SWTP	2,500		2,311	5,000
372	401-5-533-4901-200	Education GWTP	250		0	2,500
373						

	A	B	D	E	I	M
374					FY 2023	FY24
375	Water O & M:	Description	Budget		10 Month	Budget
376	Account Number		Amount		Actual	Amount
377	401-5-533-4909-100	Staff Awards & Luncheon	1,500		195	1,000
378	401-5-533-4909-200	Miscellaneous GWTP	250		0	250
379	401-5-533-4950-100	Permits SWTP	250		0	250
380	401-5-533-4950-200	Permits GWTP	250		0	250
381	401-5-533-5100-100	Office Supplies SWTP	1,250		1,012	1,250
382	401-5-533-5100-200	Office Supplies GWTP	250		0	250
383	401-5-533-5201-100	Fuel: Gas, Diesel - Vehicles SWT	3,800		2,793	3,800
384	401-5-533-5201-200	Fuel: Gas, Diesel - Vehicles GWT	300		0	300
385	401-5-533-5202-100	Fuel Other Equipment SWTP	15,000		9,197	15,000
386	401-5-533-5202-200	Fuel Other Equipment GWTP	3,000		3,114	4,000
387	401-5-533-5203-100	Uniforms SWTP	750		1,192	3,500
388	401-5-533-5203-200	Uniforms GWTP	250		0	250
389	401-5-533-5204-100	Lab Supplies SWTP	10,000		8,880	10,000
390	401-5-533-5204-200	Lab Supplies GWTP	1,500		767	3,000
391	401-5-533-5207-100	Tools SWTP	500		403	500
392	401-5-533-5207-200	Tools GWTP	250		15	300
393	401-5-533-5208-100	Supplies SWTP	2,250		1,816	2,250
394	401-5-533-5208-200	Supplies GWTP	250		0	500
395	401-5-533-5209-100	Chemicals SWTP	750,000		542,881	700,000
396	401-5-533-5209-200	Chemicals GWTP	15,000		31,178	45,000
397	401-5-533-5209-700	Chemicals PRP	0		0	0
398	401-5-533-5215-100	Safety suppliesSWTP	1,250		5,157	7,000
399	401-5-533-5215-200	Safety supplies GWTP	250		30	250
400	401-5-533-5400-100	Books, Dues and Pub SWTP	250		0	250
401	401-5-533-5400-200	Books, Dues and Pub GWTP	125		0	50
403	401-5-533-6400-100	Capital Outlay SWTP	9,500		0	8,000
404	401-5-533-6400-200	Capital Outlay GWTP	0		0	0
405	401-5-533-9000-100	Contingency-Water	50,000			50,000
406		Water O & M Subtotal	1,459,025	0	1,094,934	1,431,950
407		Water Dept Totals	2,101,509	0	1,555,418	2,299,284

	A	B	D	E	I	M
410			FY23		FY 2023	FY24
411	Wastewater Labor:		Budget		10 Month	Budget
412	Account Number	Account Description	Amount		Actual	Amount
413	401-6-535-1101-100	Supervisor Salaries WW	73,216		62,176	84,679
414	401-6-535-1200-100	Regular Salaries WW	366,527		236,786	413,517
415	401-6-535-1201-103	Part-time Salaries WW	12,000		5,037	0
416	401-6-535-1201-100	On Call WW wages	0		0	3,000
417	401-6-535-1202-100	Bonus Pay WW	6,596		0	7,287
418	401-6-535-1300-100	Accrued Payout WW	7,728		7,212	8,983
419	401-6-535-1400-100	Overtime WW	14,942		20,837	16,811
420	401-6-535-1600-100	Accrued Wages and FICA WW	0		0	0
421	401-6-535-1610-100	Accrued Benefits and FICA WW	0		(4,367)	0
422	401-6-535-2100-100	FICA WW	35,879		21,277	40,528
423	401-6-535-2200-100	Retirement WW	0		0	40,698
424	401-6-535-2300-100	Health Insurance WW	75,000		52,415	118,800
425	401-6-535-2301-100	Disability Insurance WW	1,800		786	1,682
426	401-6-535-2302-100	Life Insurance WW	2,040		1,485	2,508
427	401-6-535-2400-100	Workmens Compensation WW	11,237		8,016	11,062
428	401-6-535-1620-100	Accrued OPEB WW	2,300			2,300
429			0			0
430			0			0
431			0			0
432			0			0
433						
434	401-6-535-2500-100	Unemployment Comp WW	0	0		0
435						
436		Wastewater Labor Subtotal	609,266		411,661	751,856
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	A	B	D	E	I	M
452			FY23		FY 2023	FY24
453	Wastewater O & M:		Budget		10 Month	Budget
454	Account Number	Account Description	Amount		Actual	Amount
455	401-6-535-3400-209	GPS Tracking	1,750		878	1,500
456					0	
457	401-6-535-4000-100	Travel and Per Diem WW	750		0	750
458	401-6-535-4100-108	SLERS R&M WWTP	250		0	250
459	401-6-535-4100-101	Com Serv-Embarq WW	4,000		2,809	4,000
460	401-6-535-4100-104	Com Serv-Reimbursements WW	650		504	650
461	401-6-535-4100-106	SLERS Radio Maint Fee WW (10	1,250		900	1,250
462	401-6-535-4100-107	SLERS Tower Maint Fee WW 10	0		0	0
463	401-6-535-4200-100	Postage Transportation WW	250		138	250
464	401-6-535-4300-100	Utilities WW	200,000		149,600	190,000
465	401-6-535-4300-200	Utilities LVTP	4,500		6,253	7,500
466	401-6-535-4300-300	Utilities OTTP	2,500		1,020	2,000
467	401-6-535-4300-400	Utilities ETP	2,500		1,239	2,000
468	401-6-535-4300-500	Utilities KBTP	4,250		2,368	3,500
469	401-6-535-4300-700	Utilities PRTP	0		0	0
470	401-6-535-4301-100	Utilities Waste Mgmt WW	7,500		7,010	8,000
471	401-6-535-4400-100	Equipment Rental WW	500		0	500
472	401-6-535-4600-100	R&M Vehicles WW	5,250		3,080	4,500
473	401-6-535-4602-100	R&M WWTP	36,000		16,819	30,000
474	401-6-535-4602-200	R&M Lakeview	1,500		564	1,000
475	401-6-535-4602-300	R&M OTTP	500		541	1,000
476	401-6-535-4602-400	R&M ETP	750		70	750
477	401-6-535-4602-500	R&M KB TP	750		0	750
478	401-6-535-6400-100	Sand Removal-Digesters & Clarif	0		0	0
479	401-6-535-4609-100	R&M Building WWTP	3,500		608	3,500
480	401-6-535-4611-100	R&M Equipment WWTP	15,000		12,147	20,000
481	401-6-535-4611-200	R&M Equipment LVTP	1,000		0	1,000
482	401-6-535-4611-300	R&M Equipment OTTP	500		0	500
483	401-6-535-4611-400	R&M Equipment ETP	500		0	500
484	401-6-535-4611-500	R&M Equipment KBTP	4,000		1,352	3,000
485	401-6-535-4611-600	R&M Equipment PRTP	0		0	0
486	401-6-535-4611-800	R&M Generator WWTP	3,500		6,468	8,000
487	401-6-535-4612-100	R&M Computer & Office Equip W	2,500		295	2,000
488	401-6-535-4613-100	R&M Computer Software WW	1,500		264	1,000
489	401-6-535-4615-100	Lawn Service WWTP	12,500		16,450	26,000
490	401-6-535-4615-200	Lawn Service LVTP	1,500		1,020	1,600
491	401-6-535-4615-300	Lawn Service OTTP	1,500		1,540	2,400
492	401-6-535-4615-400	Lawn Service ETP	1,500		1,540	2,400
493	401-6-535-4615-500	Lawn Service KBTP	0		0	0
495			324,400	0		
496						

	A	B	D	E	I	M
497			FY23		FY 2023	FY24
498	Wastewater O & M:		Budget		10 Month	Budget
499	Account Number	Account Description	Amount		Actual	Amount
500	401-6-535-4616-100	Testing and Lab Service WWTP	20,000		22,086	25,000
501	401-6-535-4616-400	Testing and Lab Services ETP	1,500		989	1,500
502	401-6-535-4616-500	Testing and Lab Services KBTP	1,500		921	1,500
503	401-6-535-4616-700	Testing and Lab Services PRP	0		0	0
504	401-6-535-4617-100	Residual Management WWTP	70,000		74,800	85,000
505	401-6-535-4901-100	Education WW	1,500		1,507	1,500
506	401-6-535-4909-100	Staff Awards & Luncheon	1,500		195	1,500
507	401-6-535-4950-100	Permits WW Cemetery Rd	148,500		98,250	20,000
508	401-6-535-4950-200	Permits LVTP	0		0	0
509	401-6-535-4950-300	Permits OTTP	0		0	0
510	401-6-535-4950-400	Permits ETP	0		0	0
511	401-6-535-4950-500	Permits KBTP	0		0	0
512	401-6-535-4950-600	Permits - Injection	0		0	0
513	401-6-535-5100-100	Office Supplies WW	1,250		362	1,000
514	401-6-535-5201-100	Fuel: Gas, Diesel - Vehicles	6,000		3,805	5,000
515	401-6-535-5202-100	Fuel Other WW	5,000		4,924	7,000
516	401-6-535-5203-100	Uniforms WW	1,500		1,173	4,000
517	401-6-535-5204-100	Lab Supplies WW	2,000		1,398	2,000
518	401-6-535-5207-100	Tools WW	2,500		1,712	2,500
519	401-6-535-5208-100	Supplies WW	3,500		2,946	3,500
520	401-6-535-5209-100	Chemicals WWTP	75,000		76,582	95,000
521	401-6-535-5209-200	Chemicals LVTP	4,500		1,183	2,500
522	401-6-535-5209-300	Chemicals OTTP	2,000		1,258	2,000
523	401-6-535-5209-400	Chemicals ETP	1,750		1,173	1,750
524	401-6-535-5209-500	Chemicals KBTP	3,500		1,797	3,500
525	401-6-535-5209-600	Chemicals PRP TP	0		0	0
526	401-6-536-5215-100	Safety Supplies	2,250		2,642	2,250
527	401-6-535-5400-100	Books, Dues and Publications	250		30	250
528	401-6-535-6400-100	Capital Outlay WW	12,600		0	7,000
530	401-6-535-9000-100	Contingency-WW	50,000		0	50,000
531		Wastewater O & M Subtotal	742,500		535,208	657,300
532		Wastewater Dept Totals	1,676,166	0	946,869	1,409,156
539						

	A	B	D	E	I	M
540			FY23		FY 2023	FY24
541	Meter Labor:		Budget		10 Month	Budget
542	Account Number	Account Description	Amount		Actual	Amount
543	401-7-513-1101-100	Supervisor Salaries MR	58,074		51,105	70,217
544	401-7-513-1200-100	Regular Salaries MR	103,326		83,622	134,284
545	401-7-513-1202-100	Bonus Pay	2,447		0	3,018
546	401-7-513-1300-100	Accrued Payout	2,977		1,157	3,709
547	401-7-513-1201-100	Non Pension wages MR	0		0	0
548	401-7-513-1201-102	Custodial services	18,720		6,655	19,636
549	401-7-513-1400-100	Overtime	2,160		1,633	2,434
550	401-7-513-1600-100	Accrued Wages and FICA	0		0	0
551	401-7-513-1610-100	Accrued Benefits and FICA	0		4,812	0
552	401-7-513-2100-100	FICA	14,359		10,911	17,830
553	401-7-513-2200-100	Retirement	0		0	12,542
554	401-7-513-2300-100	Health Insurance	36,000		22,960	52,800
555	401-7-513-2301-100	Disability Insurance	535		337	697
556	401-7-513-2302-100	Life Insurance	846		754	846
557	401-7-513-2400-100	Workmens Compensation	5,545		3,956	5,299
558	401-7-513-2500-100	Unemployment Comp MR				0
559						0
560						0
561						
562						
563	401-7-513-1620-100	Accrued OPEB MR	1,000			1,000
564		Meter Labor Subtotal	245,988		187,901	324,313
565						
566						
567						
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	A	B	D	E	I	M
584					FY 2023	FY24
585	Meter O & M:		Budget		10 Month	Budget
586	Account Number	Account Description	Amount		Actual	Amount
587	401-7-513-3400-209	GPS Tracking	1,500		878	1,500
588	401-7-513-4618-100	Backflow recalibration fees&repa	0		0	0
589	401-7-513-4000-100	Travel and Per Diem	250		0	250
590	401-7-513-4200-100	Postage, Freight & Shipping MR	150		29	150
591	401-7-513-4200-100	SLERS Radio Service Fee MR (8	1,000		0	1,000
592	401-7-513-4100-106	SLERS Tower Maint Fee MR (8x\$	1,000		720	1,000
593	401-7-513-4100-107	SLERS Tower Service Fee	0		0	0
594	401-7-513-4100-108	SLERS R&M	750		0	750
595	401-7-513-4600-100	R&M Vehicles	10,000		3,058	5,000
596	401-7-513-4611-100	R&M Meter Reading Equipment	2,500		2,770	3,500
597	401-7-513-4613-100	R&M Computer Software Sensus	4,250		1,979	4,250
598	401-7-513-4618-100	BackFlow Equipment Testing	0		0	0
599	401-7-513-4901-100	Education	500		115	500
600	401-7-513-4909-100	Staff Awards & Luncheon	800		45	800
601	401-7-513-5201-100	Fuel: Gas, Diesel - Vehicles	15,000		8,713	15,000
602	401-7-513-5203-100	Uniforms	1,000		523	1,800
603	401-7-513-5207-100	Tools	1,000		400	1,000
604	401-7-513-5208-100	Supplies	2,500		1,795	2,500
605	401-7-513-5400-100	Books, Dues and Publications	500		0	500
606	401-7-513-6400-100	Capital Outlay	3,500		0	3500
607	401-7-513-6399-100	Insect Services	3,000		940	2,000
608	401-7-513-5215-100	Safety	750		169	750
609	401-7-535-6400-100	Capital Outlay MR	0			0
610		Meter O & M Subtotal	49,950		21,965	45,750
611		Meter Dept Totals	295,938		209,866	370,063
612						

	A	B	C	D	E	F	G
1				Okeechobee Utility Authority			08/28/2023
2				FY24 Budget			
3				Proposed Departmental Capital Expenditures			
4						Operating	Capital
5				DEPARTMENT TOTALS			
6				ADMINISTRATION		13,400	925,000
7				MAINTENANCE		5,000	1,006,495
8				WATER		14,000	669,087
9				WASTEWATER		12,600	1,325,300
10				METER		4,000	110,000
11					TOTALS	49,000	4,035,882
12				Administration			
13				Water master plan			175,000
14				WasteWater master plan			175,000
15				Administration Office Restoration			350,000
16				Motorola Solution replacement of Siers Radio			225,000
17				Springbrook Training		12,000	
20				New computer		1,400	
21					Sub Total Administration	13,400	925,000
22				Maintenance			
28				Lift Station Rehabilitations NW4; SE7, NW18, SW13	(included on schedule D2)		
29							
30				Replace truck 531 Silverado 3500 HD			58,000
31				Replace truck 406 Silverado 3500HD			58,000
32				Replace truck 517 Silverado double cab			37,355
33				Replace Vac Tanker Truck			263,140
34				Replace Vac - Con Truck (imploded)			500,000
35				New Forklift			75,000
36				Wireless Cameras			15,000
37				Handheld Tablets		5,000	
38							
39					Sub Total Maintenance	5,000	1,006,495
40				Water			
41							
42				2 Filter valve actuators			30,000
43				8' high Chain fence with Gate Opener			180,277
44				Replacement of Caustic Skid			41,676
45				EMP Lighting Defense (1 large & 1 small			26,995
46				Chemical pumps		6,000	
47				Turbidity meter		3,500	
48				Outdoor kitchen Cabinet for Lab.			19,496
49				New Air Condition Unit for Lab.			3,500
50				Office Chairs		1,500	
51				GWTP chlorine skid			29,000
52				GWTP Fencing adjustment		3,000	
53				2 Ozone panelview plus HMI with programming & installation			268,143
54				Wireless Cameras			20,000
55				Chiller			50,000
56							
57					Sub Total Water	14,000	669,087
58				Wastewater			
59				Clarifier rebuild			227,800
60				8' high Chain fence with Gate Opener			500,000
61				Bar Screen Auger repair		7,600	
62				Replace return activated sludge valve			16,000
63				Okee-Tantie Lift Station new pump & rails			10,000
64				Utility trailer		5,000	
65				Replace office AC			25,000
66				Replace truck 436			45,000
67				Replace & Relocate MCC 200			150,000
68				Replace MCC 300,400, 500 & 600			200,000
69				King's Bay Lift Station			20,000
70				Entrance road paving work			106,500
71				Wireless Cameras			25,000
72					Sub Total Wastewater	12,600	1,325,300
73				Meter			
74							
75				Truck to replace 409			35,000
76				Building to test, repair & store up to 4 inch meters			75,000
77				Portable Meter Testers		4,000	
78					Sub Total Meter	4,000	110,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
1															
2	Okeechobee Utility Authority													08/28/2023	
3	FY24 Budget														
4	Five Year Capital Improvement Plan Expenditure Detail													Total	
5							FY24	FY25	FY26	FY27	FY28	FY24-FY28			
8	UPGRADE	SCADA System					25,000	25,000	25,000	25,000	25,000	125,000			
9		Generator - Lift Stations (General)						50,000			50,000	100,000			
10		Generator Replacements totaling \$210k as follows:					210,000					210,000			
11		Vac Station #2 150KW Generator \$125,000					125,000					125,000			
12		WWTP Generator \$60,000					60,000					120,000			
13		Engineering to replace Vac Station #2 & WWTP \$25,000					48,100	25,000	25,000	25,000	25,000	173,100			
14		Gravity Sewer Repair & Rehabilitation					100,000	50,000	100,000	50,000	100,000	400,000			
15		Lift Station Rehabilitations NW18, NW4, SW13 & SE7					100,000	75,000	100,000	75,000	100,000	450,000			
16		Lift Station Rehabilitations SE3, SW6, SW8, NE1, NE4 & NE6					100,000	100,000	100,000	100,000	100,000	500,000			
17		Lift Station Electrical Panels - 7 Stations										0			
18		Manhole Rehabs (30 x \$2,400)					72,000	72,000	72,000	72,000	72,000	360,000			
19		Lift Station Pump Replacements					32,000	32,000	32,000	32,000	32,000	160,000			
20		Vacuum Pump Replacement					25,000	25,000	25,000	25,000	25,000	125,000			
22		Wastewater Main Repair & Replacement (System Wide)					150,000	150,000	150,000	150,000	150,000	750,000			
23		Water Main Repair & Replacement (System Wide)					300,000	300,000	300,000	300,000	300,000	1,500,000			
25		24" Water Main - Engineering work (Survey & Design)					318,115	0	0	0	0	318,115			
26		GWTP Engineering Fee for RFP - Well Water Stability					75,000	0	0	0	0	75,000			
27	DEPARTMENTAL CAPITAL REQUESTS:											0			
28												0			
29		Administration (See D-1)					925,000	300,000	300,000	300,000	300,000	2,125,000			
30		Maintenance (See D-1)					1,006,495	50,000	50,000	50,000	50,000	1,206,495			
31		Water (See D-1)					669,087	50,000	50,000	50,000	50,000	869,087			
32		Wastewater (See D-1)					1,325,300	25,000	25,000	25,000	25,000	1,425,300			
33		Meter Reader (See D-1)					110,000	5,000	5,000	5,000	5,000	130,000			
34		TOTAL					5,776,097	1,334,000	1,359,000	1,334,000	1,359,000	11,247,097			
35															
36	D-2		Project	FY23 Costs	Balance to										
37			Budget	at 5.31.23	Fund	FY23	FY24	FY25	FY26	FY27	FY28	FY24-FY28			
38			MAJOR PROJECTS												
40			Lakeview Estates: experimental WWTF grant LP47012 of \$1M	977,950	988,621	-10,671	-						0		
41			Lakeview Estates: experimental WWTF grant LP47012 of \$1M	22,050	22,050	0	-						0		
42			Treasure Island Waste Water Project	33,180,385	0	33,180,385	636,077	2,544,308	3,000,000	10,000,000	8,000,000	9,636,077	33,180,385		
44			24" Water Main Replacement - State Road 78 (FDOT Rail)	0	0	0	-	-	2,791,465	-	-	-	2,791,465		
45			Orange Loop BHR Gravity Collection System	253,672	241,010	12,662	12,662	-					0		
46			US 441SE (King's Bay) Wastewater Extention	175,000	16,314	158,686	50,000	108,686					108,686		
47			SW 5th Avenue Wastewater	3,785,741	231,193	3,554,548	378,574	1,703,583	1,472,391				3,175,974		
48		Pine Ridge Park Water Install	844,068	442,139	401,929	200,965	200,965					200,965			
49		Pine Ridge Park wastewater with FDEP grant of \$2,750,000	4,298,932	2,580,427	1,718,505	859,253	859,253	-	-			859,253			
50		Eckler Design	404,145	288,174	115,971	98,575	17,396					17,396			
51		Total	43,941,943	4,809,928	39,132,015	2,236,105	5,434,190	7,263,856	10,000,000	8,000,000	9,636,077	40,334,123			
57		SWSA Project 1	6,320,303	3,771,370	2,548,933	940,492	1,234,608	373,833	-			1,608,441			
58		SWSA Project 2	13,735,252	2,634,449	11,100,803	2,718,483	4,968,576	3,413,744	-			8,382,320			
59		SWSA Project 3 Okee-Tantie Total	10,033,652	232,814	9,800,838	120,653	2,759,272	4,000,000	2,920,913			9,680,185			
60		Total SWSA	30,089,207	6,638,633	23,450,574	3,779,628	8,962,456	7,413,744	2,920,913			19,670,946			
61		Total of FDEP Grants LP47021 & LPQ008	22,068,837												
62		USDA Loan & Grant	8,020,370												
63															
64		Net Diff	-												

	A	B
1	Okeechobee Utility Authority	
2	FY24 Budget	08/28/2023
3	Analysis of RR&I Fund	
4		
5	Funding is required to be maintained at 5% of Previous Year System Operating Revenue.	
6		
7		
8	FY23 System Operating Revenue (Projected)	\$11,961,713
9		
10	FY23 Funding Required at 5% (Fund Balance Required)	598,086
11		
12	Fund Balance at September 30, 2024 (Projected)	617,415
13		
14	Fund Surplus (Deficit)	19,329
15		
16		
17		
18	Remaining Fund Surplus (Deficit)	\$19,329
19		
20		

	A	B
1	Okeechobee Utility Authority	
2	FY24 Budget	08/28/2023
3	Analysis of Emergency Reserve Fund	
4		
5	(Maintained at 30 days of current year System O & M)	
6		
7		
8	FY23 System Operating Expenses (Budgeted)	\$8,802,958
9		
10	FY23 30 Days O & M Expenses (Fund Balance Required)	723,531
11		
12	Fund Balance at September 30, 2024 (Projected)	687,162
13		
14	Fund Surplus (Deficit)	(36,369)
15		
16		
17		
18	Remaining Fund Surplus (deficit)	(\$36,369)
19		
20	30 calendar days of the preceeding year O & M (FY23) expenses.	

	A	B
1	Okeechobee Utility Authority	
2	FY24 Budget	08/28/2023
3	Analysis of Operating Reserve Fund	
4		
5	(Maintain at 60 days expenses of current year System O & M)	
6		
7		
8	FY23 System Operating Expenses (Budgeted)	\$10,157,323
9		
10	FY23 60 Days O & M Expenses	1,669,697
11		
12	Fund Balance at September 30, 2024 (Projected)	1,352,517
13		
14	Fund Surplus (Shortage)	(317,180)
15		
16	(Resolution 22 - 05 lowered requirement to 60 days).	
17		
18	Remaining Fund Surplus (deficit)	(317,180)

Okeechobee Utility Authority
FY24 Budget
Analysis of Fire Hydrant Fund

08/28/2023

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

Fund Balance at September 30, 2023 (Projected)	\$393,214
Budgeted Additional Revenue in FY24	\$95,006
Interest Earnings Added to Fund Balance (Projected)	\$0
Budgeted Hydrant Replacement Expenditures in FY24	\$0
Projects (TBD)	<u>\$0</u>
Projected Fire Hydrant Fund Balance at September 30, 2024	\$488,220

Okeechobee Utility Authority	
FY24 Budget	08/28/2023
Analysis of CIP Fund	
Strive to Begin the Fiscal Year with a minimum Fund balance of 6% of Projected System Operating Revenue	
FY24 System Operating Revenue (Projected)	\$12,930,823
FY24 Funding Projected	\$1,034,466
Fund Balance at September 30, 2023 (Projected)	1,137,675
Deficit to be Funded	

Debt Service Summary

FYE Ending	Truist D/S Sub Total		SRF D/S Sub Total		USDA D/S Sub Total		Total Annual Debt Service
	Int.	Prin.	Int.	Prin.	Int.	Prin.	
9/30/23	244,143	1,505,000	74,609	608,253			2,432,006
9/30/24	216,616	1,534,000	63,243	619,619	103,235	0	2,536,714
9/30/25	188,506	1,581,000	51,665	631,198	103,235	0	2,555,603
9/30/26	159,029	1,540,000	39,870	642,993	102,283	151,499	2,635,673
9/30/27	127,254	1,580,000	27,854	655,008	100,186	153,595	2,643,898
9/30/28	94,556	1,635,000	15,615	667,248	98,061	155,721	2,666,201
9/30/29	60,885	1,670,000	3,146	338,285	95,906	157,875	2,326,097
9/30/30	26,445	1,715,000	0	0	93,722	160,060	1,995,227
Totals	1,388,521	14,236,000	361,768	4,759,700	696,628	778,751	20,745,989

Okeechobee Utility Authority
 Debt Service Summary - Truist Bank Debt

Last Updated

02/14/22

FYE Ending	Truist 2020A		Truist 2020B		Truist Total Debt Service
	Int. 1.79%	Prin.	Int. 2.05%	Prin.	
Refunded \$16,390,000 on 4/1/2020					
4/1/2023	36,650.25	667,000.00	88,816.25	80,000.00	872,466.50
9/30/2023	30,680.60	673,000.00	87,996.25	85,000.00	876,676.85
4/1/2024	24,657.25	679,000.00	87,125.00	85,000.00	875,782.25
9/30/2024	18,580.20	685,000.00	86,253.75	85,000.00	874,833.95
4/1/2025	12,449.45	691,000.00	85,382.50	95,000.00	883,831.95
9/30/2025	6,265.00	700,000.00	84,408.75	95,000.00	885,673.75
4/1/2026			83,435.00	765,000.00	848,435.00
9/30/2026			75,593.75	775,000.00	850,593.75
4/1/2027			67,650.00	785,000.00	852,650.00
9/30/2027			59,603.75	795,000.00	854,603.75
4/1/2028			51,455.00	815,000.00	866,455.00
9/30/2028			43,101.25	820,000.00	863,101.25
4/1/2029			34,696.25	830,000.00	864,696.25
9/30/2029			26,188.75	840,000.00	866,188.75
4/1/2030			17,578.75	850,000.00	867,578.75
9/30/2030			8,866.25	865,000.00	873,866.25
	400,199.25	7,340,000.00	1,444,225.00	9,050,000.00	18,234,424.25

K - 2

Okeechobee Utility Authority
Debt Service Summary - SRF Debt

Last Updated
 02/14/22

FYE	SRF # 1		SRF Total Debt Service
	Int. 1.86%	Prin.	
Ending			
9/30/23	74,609	608,253	682,862
9/30/24	63,243	619,619	682,862
9/30/25	51,665	631,198	682,862
9/30/26	39,870	642,993	682,862
9/30/27	27,854	655,008	682,862
9/30/28	15,615	667,248	682,862
9/30/29	3,146	338,285	341,431
9/30/30	0	0	0
Totals	2,265,920	10,410,183	24,562,017

K-3

USDA Loan (7.508mil) Amortization

Original Amount of Indebtedness (funds disb \$ 7,508,000.00
 Capitalized Interest (added to indebte \$ -

Last Updated
 02/14/22

\$ 7,508,000.00

Initial Date of Obligation = 09/30/24

Financing Rate = 1.375%

Loan CRITICAL

Pymt ACTION

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

Notes to Labor Costs

Page Line

L-2	Z 163	Total Budgeted Labor costs as presented:	\$5,530,261
		The above amount includes labor costs for all positions expected to be utilized in fiscal year.	
		A Cost of Living Allowance has been included in the accompanying Budget totaling:	\$0
		A 2.5% Merit increase has been included in the accompanying Budget totaling:	\$103,176
		A 1.5% Bonus has been included in the accompanying Budget totaling:	\$65,913
		The Health Care Cost for employee to OUA has been included in the accompanying Budget totaling:	\$844,800
		Increase in Labor Cost for Employees by \$1.00/hr.	\$155,730
		Total change in Budgeted Labor cost vs. previous year's budget.	1,433,907
		Pension Contribution for the year total:	\$294,646

	A	B	C	D	E	F	G	H	I
1	Okeechobee Utility Authority			FY24 Budget					
2	Projected General In-Fill Revenue							08/28/2023	
3	Approved Rates from Resolution 22-04, Effective October 1, 2022								
4									
5		WATER				WASTEWATER			
6									
7		Capital Connection Charge Revenue							
8		Projected Connections Added in	Revenue	Total CC		Projected Connections Added in	Revenue	Total CC	
9		FY24	Per CC	Revenue		FY24	Per CC	Revenue	
10		105	\$431.00	\$45,255.00		112	\$838.00	\$93,856.00	
11									
12		Install Fee Revenue							
13			Revenue Per	Total Install			Revenue Per	Total Install	
14			Residential Mtr	Fee Revenue			Connection	Fee Revenue	
15		105	\$266.00	\$27,930.00		112	\$555.00	\$62,160.00	
16									
17									
18			AGRC Per 1 ERC	Total AGRC			AGRC Per 1 ERC	Total AGRC	
19			Connection	Revenue			Connection	Revenue	
20	Oct-19	2	0.00	0.00		1	0.00	0.00	
21	Nov-19	2	0.00	0.00		1	0.00	0.00	
22	Dec-19	2	0.00	0.00		1	0.00	0.00	
23	Jan-20	2	0.00	0.00		1	0.00	0.00	
24	Feb-20	2	0.00	0.00		1	0.00	0.00	
25	Mar-20	2	0.00	0.00		1	0.00	0.00	
26	Apr-20	2	0.00	0.00		1	0.00	0.00	
27	May-20	2	0.00	0.00		1	0.00	0.00	
28	Jun-20	2	0.00	0.00		1	0.00	0.00	
29	Jul-20	2	0.00	0.00		1	0.00	0.00	
30	Aug-20	2	0.00	0.00		1	0.00	0.00	
31	Sep-20	3	0.00	0.00		1	0.00	0.00	
32									
33	Totals	25		\$0.00		12		\$0.00	
34									
35		Statistical Data:							
36						Water	Wastewater		
37		Projected Number of active connections							
38		Beginning of previous Fiscal Year				9649	4492		
39		Beginning of Fiscal Year				9792	4579		
40		Projected In-fill Growth rate				0.255%	0.262%		
41		Average cost per new connection				\$697	\$1,393		
42									
43	* AGRC was discontinued by OUA Board action on Sept. 13, 2021								

	L	M	N	O	P	Q	R	S	T
1									
2									
3									
4									
5									
6									
7			105				112		
8									
9	WHAT IF SCENARIOS								
10		Install Fee				Install Fee			
11		+				+			
12	<u>Credit</u>	<u>W CCC</u>	<u>Infill</u>	<u>Revenue</u>		<u>WW CCC</u>	<u>Infill</u>	<u>Revenue</u>	<u>Combined</u>
13	None	\$ 2,788	\$ 292,740	na		\$ 5,572	\$ 624,064	na	\$ 916,804
14									
15									
16									
17	25%	\$ 2,091	\$ 219,555	\$ (73,185)		\$ 4,179	\$ 468,048	\$ (156,016)	\$ 687,603
18									
19	50%	\$ 1,394	\$ 146,370	\$ (146,370)		\$ 2,786	\$ 312,032	\$ (312,032)	\$ 458,402
20									
21	75%	\$697.00	\$ 73,185	\$ (219,555)		\$1,393.00	\$ 156,016	\$ (468,048)	\$ 229,201
22									
23									
24								Net	\$ 687,603
25									
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**Okeechobee Utility Authority
Budget Summary**

Fiscal Year October 1, 2023 to September 30, 2024

REVENUES

WATER UTILITY REVENUE	\$	7,878,008
WASTEWATER UTILITY REVENUE		4,856,228
OTHER GENERAL REVENUE		482,364
RATE STABILIZATION FUNDS		0
CAPITAL CONNECTION REVENUE		139,111
CAPITAL ASSET/CAPITAL IMPROVEMENT PROJECTS-INTERNAL FUNDING		6,031,097
CAPITAL IMPROVEMENT PROJECTS-GRANT/LOAN FUNDING		17,507,358
TOTAL REVENUES	\$	<u>36,894,167</u>

EXPENSES (Not Including Depreciation or Amortization)

OPERATING EXPENSES-WATER DEPT	\$	2,249,284
OPERATING EXPENSES-MAINTENANCE DEPT		2,957,502
OPERATING EXPENSES-WASTEWATER DEPT		1,359,156
OPERATING EXPENSES-ADMINISTRATIVE DEPT		2,921,317
OPERATING EXPENSES-METER READER DEPT		370,063
CONTINGENCY		300,000
DEBT SERVICE-INTEREST PAYMENTS		383,094
DEBT SERVICE-PRINCIPAL PAYMENTS		2,153,619
TRANSFERS & RESTRICTIONS		6,692,772
GRANT & LOAN FUNDED CIP EXPENDITURES		17,507,358
TOTAL EXPENSES	\$	<u>36,894,167</u>

BUDGETED SURPLUS OR (DEFICIT)	\$	<u>-</u>
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RESOLUTION 23-04

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the OUA Board, in duly advertised public hearings held September 19, 2023, reviewed, discussed and received comments from staff and the public on the appropriations and estimated revenues for the budget for Fiscal Year 2024, and

WHEREAS, the budget for the Fiscal Year 2024 makes adequate provision for the fees, rates and charges for services provided by the Authority to be sufficient to make all the payments required by the terms of the bonds issued pursuant to Resolution No. 99-3 dated March 9, 1999, and to continue to provide for the operation and maintenance of the OUA System.

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

1. The attached budget for the Okeechobee Utility Authority for the FY24 (October 1, 2023 to September 30, 2024) is hereby adopted.
2. A copy of the budget for the FY24 shall be filed with the Authority’s Clerk and Executive Director and available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.
3. This Resolution shall take effect on October 1, 2023, 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 19th day of September 2023.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: _____
Tommy Clay, Chairman

Attest:

John F. Hayford
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution the 19th day of September 2023.

Tom W. Conely, III, Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

SEPTEMBER 19, 2023

WORKSHOP MINUTES

Attached are copies of the minutes from the Workshop held on August 28, 2023.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the workshop minutes from August 28, 2023 as presented.

**OKEECHOBEE UTILITY AUTHORITY
WORKSHOP MINUTES**

Monday, August 28, 2023 6:00 P.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Clay called the meeting to order at 6:15 P.M.

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

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

Board Members:

Tommy Clay
John Gilliland
Harry Moldenhauer
Steve Nelson
Tabitha Trent

Alternates:

Tom Conely
Michelle Willoughby

Absent:

Melanie Anderson
Glenn Sneider

OUA Members:

John Hayford
Lauriston Hamilton
Jamie Mullis

Chairperson Clay addressed Agenda Item No. 2 ‘OUA Project Worklist’ Executive Director Hayford discusses that at the last OUA Board meeting, a tentative listing and ranking of projects for 2024 was developed. Executive Director Hayford discusses the ranking for the FDEP Grant wastewater projects:

- SWSA Project 3 – Okee-Tantie
- SW 5th Avenue
- Lakefront Estates WWTF
- Treasure Island Expansion to include Kings Bay
- Basswood Septic to Sewer Project
- Whispering Pines

Executive Director Hayford discusses that he tried to complete a cost estimate of the projects. Executive Director Hayford discusses that after speaking with Connie VanAsche it was determined that there is not a large amount of money available. Executive Director Hayford discusses that the projects were prioritized with the first two projects; SWSA Project 3 – Okee-Tantie and SW 5th Avenue as they projects are currently in progress. Executive Director

discusses that that the only other project under consideration is Lakefront Estates, however the developer has not been forthcoming with information. Executive Director Hayford discusses options for the remaining projects.

Chairperson Clay discusses that after the meetings with Lakefront Estates, the developer was to provide paperwork to the OUA. Chairperson Clay that as of the date of this workshop the developer has not provided any information or paperwork to the OUA.

Attorney Conley discusses that Glades County is not a party to the Interlocal Agreement.

Attorney Conley discusses that the Glades County Franchise Agreement was with Okeechobee Beachwater and it only addressed water. Attorney Conley discusses that it was a non-exclusive agreement which means Glades County could franchise with additional service providers.

Attorney Conley advises the Board that this agreement expired in May of 2023. Chairperson Clay that this issue was addressed at a recent meeting with Glades County and the developer for Lakefront Estates. Chairperson Clay discusses that the rate of flow for water that is available from current OUA infrastructure. Chairperson Clay discusses the type of wastewater system that the developer plans to incorporate into the project.

Executive Director Hayford discusses that the OUA should be focusing on existing projects in Okeechobee County. The primary projects are SWSA Project 3 - Okee-Tantie and SW 5th Avenue. Executive Director informs the board that city came forward with a mandatory connection policy.

Executive Director Hayford discusses a FDOT Resurfacing and Guardrail Project on State Road 78 that runs from the intersection of 441 and 78 all the way to Limkin Creek. This project will affect approximately 2000 feet of our 8" watermain. Executive Director Hayford discusses that this FDOT project is almost tipping our hand at putting in a new watermain. Executive Hayford discusses that this may be installing a new 24" watermain to serve current customers and some future development. Chairperson asks about where the watermain would stop. Executive Director Hayford discusses the watermain would extend to just past Limkin Creek. Executive Directive Hayford discusses the costs that will be involved in installing a new 24" watermain. Executive Director discusses that this project will be in the Summer of 2024. Executive Director Hayford discusses that we will need to engage an engineer for this project. Harry Moldenhauer asks if the FDOT Project can be included in the FDEP Portal submissions. Executive Director Hayford discusses that the FDEP Portal funds are for wastewater projects only.

Chairperson Clay addressed Agenda Item No. 3 'FY24 Budget Review' Executive Director Hayford explains to the Board that the preliminary FY24 Budget will be discussed at this workshop. Executive Director Hayford discusses that staff can review each section of the budget if the board so desires. Chairperson Clay asks where is the actual expenditures from 2022/2023 budget. Finance Director Hamilton explains that actual expenditures were used to develop FY24 Budget. Executive Director Hayford discusses that at the start of the development of the FY24 budget staff used actual numbers for the first six months of the current year and compared them to where the OUA was budget wise in FY23. Staff did have to project the remaining six months

of the fiscal year. Chairperson Clay asks staff to provide six months of actual expenditures broken down in detail. Finance Director Hamilton informs the board that staff will provide the requested information to the board at the next meeting.

Chairperson Clay asks staff if the elimination of the single person shift was included in the proposed budget. Finance Director Hamilton informs the board that this item was not included in the budget. Executive Director Hayford discusses that there are a number of items that have been deferred until the completion of the Salary Survey Study. Chairperson Clay requests that staff provide the board with the costs of the staff related issues that have been previously discussed; elimination of single person shift, licensing, pay rates, etc. Board Member Trent requests actual budget numbers for the next meeting.

Finance Director Hamilton gave a detailed presentation of the FY24 Budget and answered questions from Board member as they arose.

Chairperson Clay addressed Agenda Item No. 4 ‘Public Comments’ There were none.

There being no other business, meeting adjourned at 7:39 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. 7

SEPTEMBER 19, 2023

MEETING MINUTES

Attached are copies of the minutes from the meeting held on August 18, 2023.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from August 18, 2023 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Tuesday, August 15, 2023 8:30 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Clay called the meeting to order at 8:29 A.M.

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

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

Board Members:

Tommy Clay*

John Gilliland*

Harry Moldenhauer*

Steve Nelson*

Alternates:

Melanie Anderson

Glenn Sneider**

Absent:

Tabitha Trent

*Voting Board Members

**Voting in Tabitha Trent's absence

OUA Members:

John Hayford

Lauriston Hamilton

Jamie Mullis

Tom Conely

Kristy Arnold

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

Chairperson Clay addressed Agenda Item No. 3 'Meeting Minutes from July 18, 2023.' Motion by Steve Nelson to approve the Meeting Minutes from July 18, 2023 as presented. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.

Chairperson Clay addressed Agenda Item No. 4 'Department Supervisor Updates'

SWTP: Kevin Rogers gave an update on the SWTP. Advised that two employees have passed their exams but one still needs his On-The-Job training time to be fully licensed. Tommy Clay asked Kevin Rogers to bring back an update on the inspection list that Tabitha Trent previously presented to the Board.

Maintenance: Jess Manson gave an update on the Maintenance Department. Advised that the moral is good and the new employees are doing good.

WWTP: Jamie Gamiotea gave an update of the WWTP. Advised that a trainee has passed his exam and two trainees have started.

Jamie Mullis gave an overall update of all departments.

Chairperson Clay addressed Agenda Item No. 5 ‘Consent Agenda’ Motion by Steve Nelson to approve the Consent Agenda as presented:

- Consent Agenda Item No. 6 ‘Invoice from Sumner Engineering & Consulting, Inc – SW Wastewater Service Area Project (Part B & C) in the amount of \$2,766.17’**
- Consent Agenda Item No. 7 ‘Invoice from Sumner Engineering & Consulting, Inc – SW Wastewater Service Area Project (Part E) in the amount of \$21,845.98’**
- Consent Agenda Item No. 8 ‘Invoice from Sumner Engineering & Consulting, Inc – Okee-Tantie Utility System Improvements in the amount of \$4,549.94**
- Consent Agenda Item No. 9 ‘Invoice from Hinterland Group, Inc. – SWSA Project 2 in the amount of \$1,064,874.13**
- Consent Agenda Item No. 10 ‘Invoices from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements in the amounts of \$175,633.18 and \$52,984.35’**
- Consent Agenda Item No. 11 ‘Invoice from Florida Design Drilling Corporation – Injection Well Integrity Testing in the amount of \$69,850.00’**
- Consent Agenda Item No. 12 ‘Invoice from McNabb Hydrogeologic Consulting, Inc in the amount of \$11,200.00’**
- Consent Agenda Item No. 13 ‘Invoices from Kimley Horn And Associates, Inc. – Treasure Island Septic to Sewer Project in the amount of \$36,215.50’**
- Consent Agenda Item No. 14 ‘Invoice from Go Underground Utilities, LLC – SWTP Pipe Replacement in the amount of \$16,300’**
- Consent Agenda Item No. 15 ‘Invoice from Thorn Run Partners in the amount of \$3,500.00’**
- Consent Agenda Item No. 16 ‘Invoice from MacVicar in the amount of \$250.00’**

Second by Glenn Sneider. Vote unanimous (5-0), motion carried.

Chairperson Clay addressed Agenda Item No. 17 ‘Finance Report’ Finance Director Hamilton reviews the Finance Report for period ending July 31, 2023. The Board requested a workshop to further discuss the FY24 Budget. After a brief discussion, the Board set a Budget Workshop for August 28, 2023 at 6:00PM. *Glenn Sneider out at 8:54AM.* **Motion by Steve Nelson to approve the Finance Report for period ending July 31, 2023. Second by John Gilliland. Vote unanimous (4-0). Motion carried.**

Chairperson Clay addressed Agenda Item No. 18 ‘Staffing Compliment’ Finance Director Hamilton presented the current employment openings and advised that the new HR Manager, Jerry Miller has been hired. Tommy Clay advised that he recently had a meeting with Tom Conely, David Hazellief and Dowling Watford to find out how they are hiring for their top positions within the City and County. The County recently used A League of Cities to recruit the current County Administrator. He further advised that the OUA should contact this organization for assistance with recruitment.

This item was for informational purposes only.

Chairperson Clay addressed Agenda Item No. 19 ‘OUA Employee Pension Investment Policy - Updated’ Pension Chairperson Mullis advised that Government Ron DeSantis recently signed into law, House Bill 3. Due to this law a change was required in the current OUA Employee Pension Investment Policy. Brad Hess of AndCo Consulting, presented the change to the Board via Zoom. Mr. Hess advised that the law prevents a board of trustees of a local government retirement plan from considering environmental, social and governance factors in their investment decisions. The law amends certain sections of Chapter 112, Florida Statutes, that affect the operation of the Okeechobee Utility Authority Employees’ Retirement System. **Motion by Harry Moldenhauer to approve the revised OUA Employee Pension Investment Policy as presented. Second by Steve Nelson. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 20 ‘SWSA Project 1 Master Pump Station Substantial Completion’ Executive Director Hayford gave an update on the SWSA Project 1 Master Pump Station. A Substantial Completion date of July 5, 2023 has been presented. There was a delay in the project due to equipment delivery. This delay did not harm the OUA since the flow to this station is still month away. **Motion by Steve Nelson to approve the Certificate of Substantial Completion with a date of July 5, 2023 and to authorize the Chairman to execute, as presented. Second by John Gilliland. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 21 ‘SWSA Project 1 Master Force Main Substantial Completion’ Executive Director Hayford gave an update on the SWSA Project 1 Master Force Main. A Substantial Completion date of July 20, 2023 has been presented. There was a delay in the project due to the gopher tortoise habitat within the piping alignment. This delay did not harm the OUA since the flow to this station is still month away. **Motion by Steve Nelson to approve the Certificate of Substantial Completion with a date of July 20, 2023 and to authorize the Chairman to execute, as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 22 ‘SWSA Project 2 Asbestos Cement Pipe Removal’ Executive Director Hayford advised that there is 4,000 LF of abandoned-in-place asbestos piping along SW 24th Avenue. The OUA installed a new water main along SW 24th Ave, many years ago and abandoned this asbestos piping. It has been suggested by the current contractor for the SWSA Project 2, Hinterland Group, that by removing this pipe, it will allow for more room to install the vacuum sewer main and make for a safer work environment with the AC pipe removed. Due to the potential involvement for environmental and worker safety concerns, it is being proposed as an emergency repair/removal project and it was not advertised and assigned to a bidder. A preliminary estimate of construction costs has been suggested at nearly \$250,000. After a brief discussion, Tom Conely advised that the Board handle this item with two different motions. One, declare this project an emergency and two, approve the proposal. **Motion by Steve Nelson to declare the removal of the asbestos piping along SW 24th Ave an emergency. Second by John Gilliland. Vote unanimous, (4-0), motion carried. Motion by Steve Nelson to approve the proposal from Hinterland Group in the amount of \$255,000 as presented. Second by John Gilliland. Vote unanimous, (4-0), motion carried.**

Chairperson Clay addressed Agenda Item No. 23 ‘FDEP Wastewater Grant Portal Applications’ Executive Director Hayford advised Connie Vanassche of CAS Governmental Services has made staff aware of the August 31st deadline to apply for FDEP Wastewater Grants. Staff has two projects for

Consideration, SWSA Project with respect to Okee-Tantie Force Main tie-ins of the package treatment plants, mobile home parks, businesses and other miscellaneous points of wastewater connections and SW 5th Avenue Wastewater Septic to Sewer Project. After a discussion between Board Members, staff and County Commissioner Hazellief the three projects were added to the list and the five were ranked as follows:

- 1.) SWSA Project -Okee-Tantie Force Main tie ins.
- 2.) SW 5th Avenue Wastewater Septic to Sewer Project
- 3.) 441 SE Wastewater Expansion
- 4.) Basswood Water & Wastewater Expansion
- 5.) Whispering Pines Wastewater Expansion

Motion by Steve Nelson to approve the list and rankings of OUA projects for the FDEP Wastewater Grant Application. Second by John Gilliland. Vote unanimous (4-0), motion carried.

Chairperson Clay addressed Agenda Item No. 24 ‘Public Comments’

Eddie Trent addressed the Board concerning the SW 5th Avenue Wastewater Septic to Sewer Project.

Melanie Anderson out at 9:55 AM.

County Commissioner, David Hazellief recommended that the OUA draft a letter to the City Council concerning Mandatory Sewer Connections so it will be read into record at their meeting this evening.

Chairperson Clay addressed Agenda Item No. 25 ‘Items from the Attorney’ Tom Conely advised that he has emailed the Executive Director’s Evaluation forms to all Board Members and has received one back. He requested that the evaluations be returned quickly so it can be presented at the September 2023 Board Meeting.

Chairperson Clay addressed Agenda Item No. 26 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Chairperson Clay addressed Agenda Item No. 27 ‘Items from the Board’ There were none.

There being no other business, meeting adjourned at 10:09 A.M.

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

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

SEPTEMBER 19, 2023

DEPARTMENT SUPERVISOR UPDATES

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

SEPTEMBER 19, 2023

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:
 10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B and C)
 11. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 12. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 13. Invoice from McNabb Hydrogeologic Consulting, Inc – IW Mechanical Integrity Testing Professional Services
 14. Invoice from CHA – Pine Ridge Park Utility System
 15. Invoices from CHA – SWTP pH Evaluation
 16. Invoices from Hinterland Group, Inc. – SWSA Project 2
 17. Invoices from Lewis Longman Walker – USDA Loan
 18. Invoice from Holtz Consulting Engineers, Inc. – AC Pipe Removal
 19. Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project
 20. Invoice from Evergreen Solutions, LLC – Employee Classification and Compensation Survey
 21. Invoice from Thorn Run Partners
 22. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SW WATERWATER SERVICE AREA PROJECT (PART B AND C)

Please find attached the invoice in the amount of \$1,700.00 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
					\$724,136.00
Apr-20	1	Apr-20		\$48,503.60	\$675,632.40
May-20	2	May-20		\$38,802.88	\$636,829.52
Jun-20	3	Jun-20		\$33,952.52	\$602,877.00
Aug-20	4	Aug-20		\$87,306.48	\$515,570.52
Sep-20	5	Sep-20		\$43,653.24	\$471,917.28
Nov-20	6	Nov-20		\$77,605.76	\$394,311.52
Jan-21	7	Jan-21		\$38,802.88	\$355,508.64
Feb-21	8	Feb-21		\$38,802.88	\$316,705.76
Apr-21	9	Apr-21		\$43,653.24	\$273,052.52
Jul-21	9	Jul-21		\$19,401.44	\$253,651.08
Oct-21	10	Oct-21		\$7,275.54	\$246,375.54
Dec-21	11	Dec-21		\$10,592.40	\$235,783.14
Jan-22	12	Jan-22		\$13,491.60	\$222,291.54
Mar-22	13	Mar-22		\$27,996.69	\$194,294.85
Mar-22	Change Order		\$36,220.00		\$230,514.85
Apr-22	14	Apr-22		\$18,959.03	\$211,555.82
May-22	15	May-22		\$14,778.68	\$196,777.14
Jun-22	16	Jun-22		\$20,965.08	\$175,812.06
Jul-22	17	Jul-22		\$12,173.00	\$163,639.06
Aug-22	18	Aug-22		\$3,756.38	\$159,882.68
Sep-22	19	Sep-22		\$7,843.75	\$152,038.93
Oct-22	20	Oct-22		\$6,609.13	\$145,429.80
Jan-23	21	Jan-23		\$20,175.13	\$125,254.67
Feb-23	22	Feb-23		\$7,617.63	\$117,637.04
Mar-23	23	Mar-23		\$12,447.75	\$105,189.29
Apr-23	24	Apr-23		\$9,852.61	\$95,336.68
May-23	25	May-23		\$5,039.50	\$90,297.18
Jun-23	26	Jun-23		\$3,015.00	\$87,282.18
Jul-23	27	Jul-23		\$6,965.88	\$80,316.30
Aug-23	28	Aug-23		\$2,766.17	\$77,550.13
Sep-23	29		\$1,700.00		\$75,850.13

Staff recommends approval of this invoice in the amount of \$1,700.00 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

September 4, 2023

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

Invoice No. 1597

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

Part B – SWSA Project 1 Design, Permitting & Bidding, and Part C – Construction Phase Services

OUA Purchase Order No. 10264

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$505,036	98%	\$494,935.28	\$494,935.28	\$0.00
• <i>Original Authorization</i>	<i>\$485,036</i>				
• <i>Change Order</i>	<i>\$20,000</i>				
B2 – Bidding Services	\$43,380	76%	\$32,968.80	\$32,968.80	\$0.00
• <i>Original Authorization</i>	<i>\$27,160</i>				
• <i>Change Order</i>	<i>\$16,220</i>				
C – Construction Services	\$211,940	T&M	\$156,601.79	\$154,901.79	\$1,700.00
				TOTAL:	\$1,700.00

Total Purchase Order Amount: \$760,356.00

Total Billed to Date: \$684,505.87

Total Billed this Invoice: \$ 1,700.00

For services rendered through July 30 – September 2, 2023.

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



CEI Backup

BILL TO

19-04.Task C - Project 1
Construction Phase Services
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida 34974

INVOICE # 1597
DATE 09/04/2023
DUE DATE 09/04/2023
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/04/2023	Hours - Sumner, Jeffrey M MFM as-built review; MPS generator call	3:00	170.00	510.00
08/08/2023	Hours - Sumner, Jeffrey M Close-out docs, agenda items	3:00	170.00	510.00
08/09/2023	Hours - Sumner, Jeffrey M Close-out docs, agenda items	3:00	170.00	510.00
09/01/2023	Hours - Sumner, Jeffrey M Phone w/ Felix, pay app review	1:00	170.00	170.00

TOTAL OF NEW CHARGES 1,700.00
BALANCE DUE **\$1,700.00**

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

SEPTEMBER 19, 2023

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$44,912.50 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

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

Staff recommends approval of this invoice in the amount of \$44,912.50 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

September 4, 2023

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

Invoice No. 1598

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	96.5%	\$459,563.88	\$459,563.88	\$0.00
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	38.5%	\$56,787.50	\$30,975.00	\$25,812.50
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)	\$57,150.00	\$38,050.00	\$19,100.00
				TOTAL:	\$44,912.50

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

Total Billed to Date: \$ 821,145.78

Total Billed this Invoice: \$ 44,912.50

For services rendered July 30 – September 2, 2023.

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



Project 2 – RPR Backup

BILL TO

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

INVOICE # 1598
DATE 09/04/2023
DUE DATE 09/04/2023
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/31/2023	Resident Project Representative:Inspector	7:00	100.00	700.00
08/01/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/02/2023	Resident Project Representative:Inspector	7:00	100.00	700.00
08/03/2023	Resident Project Representative:Inspector	7:00	100.00	700.00
08/04/2023	Resident Project Representative:Inspector	6:30	100.00	650.00
08/07/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/08/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/09/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/10/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/11/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/14/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/15/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/16/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/17/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/18/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/21/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/22/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/23/2023	Resident Project Representative:Inspector	7:30	100.00	750.00
08/24/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/25/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/28/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/29/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
08/30/2023	Resident Project Representative:Inspector	4:00	100.00	400.00
08/31/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
09/01/2023	Resident Project Representative:Inspector	8:00	100.00	800.00

TOTAL OF NEW
CHARGES

19,100.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

SEPTEMBER 19, 2023

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$30,211.58 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		\$321,447.96
May-23	11	May-23		\$13,548.06	\$307,899.90
Jun-23	12	Jun-23		\$51,791.28	\$256,108.62
Aug-23	13	Aug-23		\$4,549.94	\$251,558.68
Sep-23	14		\$30,211.58		\$221,347.10

Staff recommends approval of this invoice in the amount of \$30,211.58 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

September 4, 2023

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

Invoice No. 1600
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	54%	\$3,159.00	\$2,925.00	\$234.00
B1 – Design and Permitting	\$431,594.00	35%	\$151,057.90	\$120,846.32	\$30,211.58
• <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:	\$30,211.58

Total Purchase Order Amount: \$831,444.00
Total Billed to Date: \$319,366.90
Total Billed this Invoice: \$ 30,211.58

For services rendered July 30 – September 2, 2023.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM MCNABB HYDROGEOLOGIC CONSULTING, INC.

Please find attached the invoice in the amount of \$4,150.00 submitted by McNabb Hydrogeologic Consulting, Inc. Staff is aware of the work currently being done by McNabb Hydrogeologic Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$22,000.00
Mar-23	1	Mar-23		\$6,650.00	\$15,350.00
Aug-23	2	Aug-23		\$11,200.00	\$15,350.00
Sep-23	3		\$4,150.00		\$11,200.00

Staff recommends approval of this invoice in the amount of \$4,150.00 to by McNabb Hydrogeologic Consulting, Inc.



4600 Military Trail, Suite 116
Jupiter, Florida 33458
Phone: 561-891-0763

September 1, 2023

Ms. Paige Van Hassel
Okeechobee Utility Authority
Accounts Payable
100 S.W. 5th Avenue
Okeechobee, FL 34974-4221

RE: IW-1 Mechanical Integrity Testing Professional Services Payment Application #3

Enclosed for your review and processing is McNabb Hydrogeologic Consulting, Inc., Payment Application No. 1 in the amount of \$4,150.00 for services related to the Mechanical Integrity Testing (MIT) of deep injection well IW-1 at Okeechobee Utility Authority Cemetery Road Wastewater Treatment Plant. This is the final invoice for this project. Should you have any questions regarding the attached payment application or require any additional information, please contact me at (561) 891-0763.

Sincerely,

McNabb Hydrogeologic Consulting, Inc.

A handwritten signature in blue ink, appearing to read "David McNabb", is written over the printed name.

David McNabb, P.G.
President

Cc: John Hayford/OUA



**McNabb
Hydrogeologic
Consulting, Inc.**

**4600 Military Trail, Suite 116
Jupiter, Florida 33458
Phone: 561-891-0763**

Payment Application #3 - Final

To: Ms. Paige Van Hassel
Okeechobee Utility Authority
Accounts Payable
100 S.W. 5th Avenue
Okeechobee, FL 34974-4221

Date: September 1, 2023

Purchase Order No.: 00000011378

OUA Wastewater Treatment Plant Deep Injection Well IW-1 MIT
Professional Services through August 31, 2023

Task	Contract Amount	% Complete	Amount to Date	Previously Billed	This Invoice
1- MIT Plan Preparation	\$4,000	100%	\$4,000.00	\$4,000.00	\$0.00
2 – Technical Specifications Preparation and Contract Documents	\$5,300	100%	\$5,300.00	\$5,300.00	\$0.00
3 – Field Services	\$4,400	100%	\$4,400.00	\$4,400.00	\$0.00
4 – MIT Report	\$8,300	100%	\$8,300.00	\$4,150.00	\$4,150.00
Sub-Total	\$22,000	100%	\$22,000.00	\$17,850.00	\$4,150.00

Remarks: Please contact me at (561) 891-0763 should you have any questions regarding this payment application.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM CHA – PINE RIDGE PARK UTILITY SYSTEM IMPROVEMENTS

Please find attached invoice in the amounts of \$27,655.32 submitted by CHA. Staff is aware of the work currently being done by CHA. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$5,143,000.00
Jul-22	Change Order		\$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
Aug-23	9	Aug-23		175633.18	\$2,023,409.74
Aug-23	10	Aug-23		52984.35	\$1,970,425.39
Sep-23	11		\$27,655.32		\$1,942,770.07

Staff recommends approval of the invoices from CHA in the amounts of \$27,655.32.



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

August 23, 2023
Project No: 001034.000
Invoice No: 1034-12

Project 001034.000 Pine Ridge Park Utility System Upgrade -SDC

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

Professional Services from May 27, 2023 through July 28, 2023

Professional Personnel

			Hours	Rate	Amount
Engineer 1					
Tahaoglu, Ahmet	6/19/2023	Monthly report assistance.	.50	87.00	43.50
Tahaoglu, Ahmet	7/6/2023	Vacuum calcs review for consistency with drawings.	2.50	87.00	217.50
Tahaoglu, Ahmet	7/11/2023	Project schedule review.	1.00	87.00	87.00
Tahaoglu, Ahmet	7/20/2023	Vacuum tightness/pressure test onsite.	8.00	87.00	696.00
Tahaoglu, Ahmet	7/21/2023	Site visit/pressure test report.	2.00	87.00	174.00
Tahaoglu, Ahmet	7/26/2023	Project drawings/shop drawings review.	1.50	87.00	130.50
Engineer 4					
Bortz, Stephanie	5/30/2023	235-006.03 Meeting with Hinterland, Discussion with OUA Staff, Review and Prepare responses for RFT	5.50	123.00	676.50
Bortz, Stephanie	5/31/2023	235-006.03 Review of RFT and reviewing project history to provide response.	2.00	123.00	246.00
Bortz, Stephanie	6/1/2023	235-006.03 RFT Response and Shop Drawing Review.	1.50	123.00	184.50
Bortz, Stephanie	6/2/2023	235-006.03 Shop Drawing Review	1.00	123.00	123.00
Bortz, Stephanie	6/5/2023	235-006 Pine Ridge Park RFI response and RFT review	1.00	123.00	123.00
Bortz, Stephanie	6/6/2023	235-006.03 RFT Response and RFP Review, CO#2 Response, RFP #1 Resopnse, RFI #4 Response	3.50	123.00	430.50
Bortz, Stephanie	6/7/2023	235-006.03 Shop Drawing Review and Coordination with Contractor. As Built Review.	1.00	123.00	123.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc.

Account #: 4011254230 ABA #: 021313103

Supporting remittance information should be sent via email to remittances@chacompanies.com

PO Box 845746, Boston, MA 02284-5746, Worksource - 845746

T 518.453.4500 • F 518.458.1735 • www.chacompanies.com

Project	001034.000	235-006.03_Pine Ridge Park Utility Syste		Invoice	1034-12
Bortz, Stephanie	6/13/2023	2.00	123.00	246.00	
235-006.03 Pine Ridge Park Shop Drawig Review, CO #2, Invoice #8, Structural Deficiency Coordination					
Bortz, Stephanie	6/14/2023	2.00	123.00	246.00	
235-006.03 AutoCAD submittal and RFP #01 Review, revised electrical sheets review and coordination.					
Bortz, Stephanie	6/16/2023	2.00	123.00	246.00	
235-006.03 Bacteriological Test Review and Comments, Final Vacuum Test Coordination, RFP #01 Review and Submittal, Project Coordination					
Bortz, Stephanie	6/19/2023	2.50	123.00	307.50	
235-006.03 Pine Ridge Park, AA#2, Survey Coordination, Shop Drawing Reivew, Monthly Progress Report Submittal					
Bortz, Stephanie	6/22/2023	1.00	123.00	123.00	
235-006.03 Pine Ridge Park 4-hr Vac Test coordination and contractor coordination, CO#3 Contractor Coordination and Submittal					
Bortz, Stephanie	6/23/2023	1.00	123.00	123.00	
235-006.03 Pine Ridge Park Construction Deficiencies Submittal Review and Response					
Bortz, Stephanie	6/26/2023	5.00	123.00	615.00	
235-006.03 As Built Review & Submittal for FDEP WM Permit, Pay Request #9 Review, Change Order #3 Submittal, 4HR Vacuum Test Coordination					
Bortz, Stephanie	6/27/2023	1.00	123.00	123.00	
235-006.03 Leak Discussion and Review of SII					
Bortz, Stephanie	6/29/2023	2.00	123.00	246.00	
235-006.03 Leak Inspection Coordination					
Bortz, Stephanie	6/30/2023	1.00	123.00	123.00	
235-006.03 Shop Drawing Review					
Bortz, Stephanie	7/3/2023	1.50	123.00	184.50	
235-006.03 RFI #006 Response and Coordination with OUA, meeting to review pending items of project. Structure Discussion and Prepare agenda items for inspection meeting.					
Bortz, Stephanie	7/5/2023	1.00	123.00	123.00	
235-006.03 Response to Email Coordination, review and response of RFI 007.					
Bortz, Stephanie	7/6/2023	1.00	123.00	123.00	
235-006.03 Structural Inspection #1 of Vacuum Pump Station and project site visit.					
Bortz, Stephanie	7/7/2023	1.00	123.00	123.00	
Contractor Coordination, Site Inspection Review and File.					
Bortz, Stephanie	7/10/2023	1.00	123.00	123.00	
235-006.03 Shop Drawing Review and Submittal					
Bortz, Stephanie	7/13/2023	2.00	123.00	246.00	
235-006.03 FDEP WM Clearance Packet Submittal					
Bortz, Stephanie	7/14/2023	1.50	123.00	184.50	
235-006.03 Shop Drawing Review, RFP Coordination, FDEP WM Submittal					
Bortz, Stephanie	7/17/2023	1.00	123.00	123.00	
235-006.03 Bacteriological Test Portal Submittal and coordination with FDEP					
Bortz, Stephanie	7/18/2023	2.00	123.00	246.00	
235-006.03 Shop Drawing Reviewing and Submittal, As built Field Review comments and coordination with HGI					
Bortz, Stephanie	7/20/2023	1.00	123.00	123.00	
235-006.03 Project coordination with Contractor, Invoice Review, As Built Review, Water Main Connection Coordination with Contractor					
Bortz, Stephanie	7/24/2023	1.50	123.00	184.50	
235-006.03 HGI Schedule Review, Pay Request #9 Submittal, Monthly Report Submittal.					

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc.

Account #: 4011254230 ABA #: 021313103

Supporting remittance information should be sent via email to remittances@chacompanies.com

PO Box 845746, Boston, MA 02284-5746, Worksource - 845746

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Project	001034.000	235-006.03_Pine Ridge Park Utility Syste		Invoice	1034-12
Bortz, Stephanie	7/25/2023	1.50	123.00	184.50	
235-006.03 FO #06 and As Built Field Data Review and OUA coordination,					
Bortz, Stephanie	7/27/2023	.50	123.00	61.50	
235-006.03 Pine Ridge Park Shop Drawing Submittal & OUA Review/Coordination					
Bortz, Stephanie	7/28/2023	1.00	123.00	123.00	
235-006.03 Pine Ridge Progress Meeting Coordination and Project Overview					
Engineer 8					
Hammann, Douglas	5/30/2023	3.00	201.00	603.00	
Teams meeting with HG and follow-up meeting with J. Hayford and J. Mullis					
Hammann, Douglas	6/5/2023	2.00	201.00	402.00	
Internal review of time extension request and change order requests.					
Hammann, Douglas	6/12/2023	.50	201.00	100.50	
Respond to RFI #5 - Gutters.					
Hammann, Douglas	6/15/2023	1.00	201.00	201.00	
Review record drawing preparation status and results of bacteriological tests.					
Hammann, Douglas	6/19/2023	1.00	201.00	201.00	
Prep for items on OUA Board Agenda.					
Hammann, Douglas	6/22/2023	1.00	201.00	201.00	
Final crane system submittal review.					
Hammann, Douglas	6/27/2023	1.00	201.00	201.00	
Review vac PS wall fix email from SII.					
Hammann, Douglas	6/29/2023	1.00	201.00	201.00	
Review submittal (14636-002R1).					
Hammann, Douglas	6/30/2023	1.00	201.00	201.00	
Review submittal (14636-002R1).					
Hammann, Douglas	7/3/2023	1.00	201.00	201.00	
Review information for vacuum tank room wall meeting and road RFI.					
Hammann, Douglas	7/5/2023	1.00	201.00	201.00	
Review and respond to RFI # 07 on FPL service coordination.					
Hammann, Douglas	7/6/2023	5.00	201.00	1,005.00	
Site inspection of vacuum PS walls, prepare resolution letter and travel time.					
Hammann, Douglas	7/11/2023	1.00	201.00	201.00	
Review and respond to delegate engineer letter on pump station walls.					
Hammann, Douglas	7/14/2023	1.00	201.00	201.00	
Finalize and submit vacuum PS walls resolution letter.					
Hammann, Douglas	7/18/2023	1.00	201.00	201.00	
Final crane system submittal and railings submittal review.					
Hammann, Douglas	7/19/2023	1.00	201.00	201.00	
Review vacuum test requirements.					
Hammann, Douglas	7/25/2023	1.00	201.00	201.00	
Review water main tie connections and FPL service update.					
Technician 4					
Crick, Jeff	6/14/2023	.50	123.00	61.50	
Discussion with Stephanie about generator slab differences form original to required now. Variations in steel and concrete requirements and cost.					
Crick, Jeff	6/19/2023	1.50	123.00	184.50	
Review crane submittal per Doug, discuss crane design and submittal changes with Stephanie.					
Crick, Jeff	6/24/2023	1.25	123.00	153.75	
Phone call with Doug to disucss crane shop drawings.					
Crick, Jeff	6/29/2023	.75	123.00	92.25	
Review and markup crane shop drawings then discuss with Doug.					

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

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Project	001034.000	235-006.03_Pine Ridge Park Utility Syste		Invoice	1034-12
Crick, Jeff	7/10/2023	.75	123.00	92.25	
Review shop drawings, bridge crane, discuss with Stephanie. Update base file and 4" FM at Pine Ridge VPS, tie to manhole on north quadrant.					
Crick, Jeff	7/26/2023	.50	123.00	61.50	
Discuss overhead power lines with Doug - review aerial image and indicate on plan where the high voltage power line should be located.					
Crick, Jeff	7/27/2023	1.75	123.00	215.25	
Add revision note (FO #6) and replot C-33. Teams meeting to discuss electrical south of VPS building. Phone call with Matt Woodward to discuss VSS and PS elevations and tank elevations.					
Paez, Ricardo	6/9/2023	7.00	123.00	861.00	
As-builts for vacuum pit, wm connection locations plan and profiles.					
Paez, Ricardo	6/12/2023	5.00	123.00	615.00	
As-builts for vacuum pit, water service and connection locations.					
Paez, Ricardo	6/13/2023	5.50	123.00	676.50	
As-builts for vacuum pit, water service and connection locations. Electrical revisions to vacuum PS.					
Paez, Ricardo	6/14/2023	8.00	123.00	984.00	
As-builts for vacuum pit, water service and connection locations.					
Paez, Ricardo	6/15/2023	7.00	123.00	861.00	
As-builts for vacuum pit, water service and connection locations. Profile updates.					
Paez, Ricardo	6/26/2023	3.00	123.00	369.00	
As-builts for wm plan and profiles.					
Paez, Ricardo	6/27/2023	8.00	123.00	984.00	
Additional streets as-builts. Pit locations, vss main location and connections, wm location.					
Paez, Ricardo	6/28/2023	5.50	123.00	676.50	
Additional streets as-builts. Pit locations, vss main location and connections, wm location.					
Paez, Ricardo	6/29/2023	6.50	123.00	799.50	
Additional streets as-builts. Pit locations, vss main location and connections, wm location.					
Paez, Ricardo	6/30/2023	7.00	123.00	861.00	
Additional streets as-builts. Pit locations, vss main location and connections, wm location.					
Paez, Ricardo	7/3/2023	8.00	123.00	984.00	
As-built plan and profiles, vac pit locations.					
Paez, Ricardo	7/5/2023	6.50	123.00	799.50	
Finish as-built plan and profiles, vac pit locations and wm.					
Paez, Ricardo	7/6/2023	5.50	123.00	676.50	
Revise hydraulic information for as-builts.					
Paez, Ricardo	7/7/2023	8.00	123.00	984.00	
Receive reviewed information for as-builts. Pit locations in relation to wm. Print review set.					
Paez, Ricardo	7/10/2023	5.00	123.00	615.00	
Record drawings for FDEP submittal for wm.					
Paez, Ricardo	7/12/2023	4.50	123.00	553.50	
Record drawings for FDEP submittal for wm. Update plan and profiles.					
Paez, Ricardo	7/21/2023	2.50	123.00	307.50	
As-built comments from Hinterland. At NW 8th St and NE 32nd Ave. Clarifications on vacuum pipe constructed. Also at NE 8th St and N 30 th Ave. Update plan and profiles.					

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

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Project	001034.000	235-006.03_Pine Ridge Park Utility Syste		Invoice	1034-12
	Paez, Ricardo	7/27/2023	2.50	123.00	307.50
	Update WM alignment to avoid conflict with vacuum pits. Update plan and profiles.				
	Totals		203.50		26,305.50
	Total Labor				26,305.50
Consultants					
	Sublet Engineering				
	5/31/2023	Hudson Inspections LLC			300.00
	6/26/2023	Hudson Inspections LLC			300.00
	6/29/2023	Hudson Inspections LLC			350.00
	Total Consultants		1.0 times		950.00
Reimbursable Expenses					
	Direct Miscellaneous - Mileage				399.82
	Total Reimbursables		1.0 times		399.82
Billing Limits					
		Current	Prior	To-Date	
	Total Billings	27,655.32	96,914.02	124,569.34	
	Limit			242,100.00	
	Remaining			117,530.66	
			Total Due This Invoice:		\$27,655.32

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc.

Account #: 4011254230 ABA #: 021313103

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EXPENSE SHEET		Name:	Les Hudson		Date: 5-26-23						
DATE	PROJ. NO	CLIENT/PURPOSE	AUTO		TOLLS	PERSONAL TRAVEL			HOTEL	OTHER EXP.	TOTAL
			MI	\$		BKFAST	LUNCH	DIN			
	235-			\$ -							\$ -
5/22/23	004.03	OVA - WATER MAIN PRESS. TEST	141	\$82.48	8						\$ 90.48
		2-SITES		\$ -							\$ -
				\$ -							\$ -
	400-	PALM SPRINGS		\$ -							\$ -
5/23/23	084.03	FINAL Insp. LAST 3 STA ^{LIFT}	14	\$ 8.19							\$ 8.19-
		G-STAR - MERCURIO - PRICE ST.		\$ -							\$ -
	275-			\$ -							\$ -
5/25/23	091.03	CORAL SPRINGS	64	\$37.44	16						\$ 53.44
		REHAB LS 22A-		\$ -							\$ -
		LIFT SET VALVE BOX		\$ -							\$ -
				\$ -							\$ -
				\$ -							\$ -
				\$ -							\$ -
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TOTAL:			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152.11-

ECKLER ENGINEERING, INC. APPROVED BY: SIGNATURE:

Name: Les Hudson			
Pay Period: 5-20-2023 to 5-26-2023			
Project # 235-006.03		Project Name: OREECHOBEE PINE RIDGE PARK UTILITY SYSTEM IMPROVEMENTS WATER LINE PRESSURE TEST	
Day	Date	Hours	Description of Work
SAT	5/20/2023		
SUN	5/21/2023		
MON	5/22/2023	6	WATER MAIN PRESSURE TEST - MET W/OVA REP. PRESSURE TEST 2 LOCATIONS - 2 HR TESTING
TUE	5/23/2023		
WED	5/24/2023		
THU	5/25/2023		
FRI	5/26/2023		
Total Hrs / week			

EXPENSE SHEET											
		Name: Les Hudson				Date: 6-23-23					
DATE	PROJ. NO	CLIENT/PURPOSE	AUTO		TOLLS	PERSONAL TRAVEL MEALS			HOTEL	OTHER EXP.	TOTAL
			MI	\$		BKFST	LUNCH	DIN			
				\$ -							\$ -
	235-			\$ -							\$ -
6/22/23	006.03	GUA - SCHEDULED VACUUM TEST - FAILED	141	\$ 82.48	8						\$ 90.48
				\$ -							\$ -
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TOTAL:			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90.48

ECKLER ENGINEERING, INC.

APPROVED BY:

SIGNATURE:

Name: Les Hudson			
Pay Period: 6-17-2023 to 6-23-2023			
Project # 235-006.03		Project Name: OKEECHOBEE PINE RIDGE PARK UTILITY SYSTEM IMPROVEMENTS	
Day	Date	Hours	Description of Work
SAT	6/17/2023		
SUN	6/18/2023		
MON	6/19/2023		
TUE	6/20/2023		
WED	6/21/2023		
THU	6/22/2023	6	SCHEDULED 4 HR. VACUUM TEST - SEWER LINE - FAILED DUE TO LINE FILLED W/WATER. - RETEST NEXT WEEK
FRI	6/23/2023		
Total Hrs / week			

EXPENSE SHEET											
			Name: Les Hudson				Date: 4-29-23				
DATE	PROJ. NO	CLIENT/PURPOSE	AUTO		TOLLS	PERSONAL TRAVEL MEALS			HOTEL	OTHER EXP.	TOTAL
			MI	\$		BKFST	LUNCH	DIN			
				\$ -							\$ -
	235-	OVA - 2 ND VACUUM	141	\$ 82.48	8						\$ 90.48
6/27/23	006.43	TEST - FAILED		\$ -							\$ -
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TOTAL:			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ECKLER ENGINEERING, INC.

APPROVED BY:

SIGNATURE:

Name: Les Hudson			
Pay Period: 6-24-2023 to 6-30-2023			
Project # 235-006.03		Project Name: OKEECHOBEE PINE RIDGE PARK UTILITY SYS. IMPROVEMENTS	
Day	Date	Hours	Description of Work
SAT	6/24/2023		
SUN	6/25/2023		
MON	6/26/2023		
TUE	6/27/2023	7	SCHEDULED RE-TEST VACUUM SYSTEM - SYSTEM FAILED TO HOLD VACUUM AFTER 2 HRS - SYSTEM STILL HAD WATER IN LINE
WED	6/28/2023		
THU	6/29/2023		
FRI	6/30/2023		
Total Hrs / week			

Detailed Expense Report

Wednesday, August 23, 2023

1:18:11 PM

CHA Consulting, Inc.

Employee 08419 Tahaoglu, Ahmet B.

Signed _____

Posted

Approved Electronically by: Reeves, Marsha L. 8/14/2023 5:56:26 AM

Organization 3.I.00.WTR.WWW

Expense Report: Car Travel 7/20/23 to 8/10/23

Report Date: 8/10/2023

Line	Date	Category	Description	Project	Phase	Task	Bill	Company Paid	Credit Card	Currency Code	Amount	Payment Amount
1	7/20/2023	Mileage - 1/1/2023 .655	Vacuum Main Pressure Test	001034.000			<input checked="" type="checkbox"/>	<input type="checkbox"/>		USD	128.38	128.38
				235-006.03_Pine Ridge Park Utility Syste								
Business Reason: Vacuum Main Pressure Test				Travel From/To: Coral Springs office to job site (636 NE 30th Avenue, Okeechobee, FL 34972)			Travel: 196.00 mi @ 0.655 Originating Vendor:					

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICES FROM CHA – SWTP PH EVALUATION

Please find attached invoices in the amounts of \$4,537.50, \$1,699.50 and \$1,206.00 submitted by CHA. Staff is aware of the work currently being done by CHA. and is in agreement with this request.

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

Staff recommends approval of the invoices from CHA in the amounts of \$4,537.50, \$1,699.50 and \$1,206.00.



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

April 21, 2023
 Project No: 001036.000
 Invoice No: 1036-01

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

Professional Services through April 14, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer 1				
Tahaoglu, Ahmet	31.50	75.00	2,362.50	
Engineer 6				
Facey, Bryant	14.50	150.00	2,175.00	
Totals	46.00		4,537.50	
Total Labor				4,537.50

Billing Limits

	Current	Prior	To-Date	
Total Billings	4,537.50	3,443.00	7,980.50	
Limit			17,500.00	
Remaining			9,519.50	
			Total Due:	\$4,537.50

Billings to Date

	Current	Prior	Total
Labor	4,537.50	3,443.00	7,980.50
Totals	4,537.50	3,443.00	7,980.50

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA Account Name: CIA Consulting, Inc.
 Account #: 4011254230 ABA #: 021313103

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

May 17, 2023
 Project No: 001036.000
 Invoice No: 1

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

Professional Services through May 5, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer 1				
Tahaoglu, Ahmet	13.00	75.00	975.00	
Engineer 6				
Facey, Bryant	4.50	150.00	675.00	
Technician 4				
Paez, Ricardo	.50	99.00	49.50	
Totals	18.00		1,699.50	
Total Labor				1,699.50

Billing Limits	Current	Prior	To-Date	
Total Billings	1,699.50	7,980.50	9,680.00	
Limit			17,500.00	
Remaining			7,820.00	
			Total Due:	\$1,699.50

Outstanding Invoices

Number	Date	Balance
1036-01	4/21/2023	4,537.50
Total		4,537.50

Billings to Date

	Current	Prior	Total
Labor	1,699.50	7,980.50	9,680.00
Totals	1,699.50	7,980.50	9,680.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA Account Name: CHA Consulting, Inc.
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Billing Backup

Wednesday, May 17, 2023

CHA Consulting, Inc.

Invoice 1 Dated 5/17/2023

2:07:49 PM

Project 001036.000 SWTP pH Evaluation

Professional Personnel

			Hours	Rate	Amount
Engineer 1					
8419	Tahaoglu, Ahmet 4/18/2023		2.00	75.00	150.00
	Final evaluation report edits (schematic figure).				
8419	Tahaoglu, Ahmet 4/25/2023		1.00	75.00	75.00
	pH evaluation.				
8419	Tahaoglu, Ahmet 4/27/2023		1.00	75.00	75.00
	Addressing internal QA/QC review comments by Arnab.				
8419	Tahaoglu, Ahmet 4/28/2023		4.00	75.00	300.00
	Addressing internal QA/QC review comments by Arnab.				
8419	Tahaoglu, Ahmet 5/1/2023		3.00	75.00	225.00
	Memorandum update (response to Arnab review).				
8419	Tahaoglu, Ahmet 5/2/2023		2.00	75.00	150.00
	Memorandum update (response to Arnab review).				
Engineer 6					
8426	Facey, Bryant 4/19/2023		.50	150.00	75.00
	project correspondence, status				
8426	Facey, Bryant 4/20/2023		1.00	150.00	150.00
	evaluation memo QC				
8426	Facey, Bryant 4/26/2023		1.50	150.00	225.00
	evaluation memo QC, project correspondence				
8426	Facey, Bryant 4/27/2023		.50	150.00	75.00
	project correspondence, status				
8426	Facey, Bryant 4/28/2023		1.00	150.00	150.00
	project correspondence, status				
Technician 4					
8422	Paez, Ricardo 4/18/2023		.50	99.00	49.50
	Edited plant process flow schematic.				
	Totals		18.00		1,699.50
	Total Labor				1,699.50
				Total this Project	\$1,699.50
				Total this Report	\$1,699.50

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA Account Name: CHA Consulting, Inc.
 Account #: 4011254230 ABA #: 021313103

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

August 17, 2023
 Project No: 001036.000
 Invoice No: 1036.003

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

Professional Services through July 28, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer 2				
Tahaoglu, Ahmet	9.00	84.00	756.00	
Engineer 6				
Facey, Bryant	3.00	150.00	450.00	
Totals	12.00		1,206.00	
Total Labor				1,206.00

	Current	Prior	To-Date	
Billing Limits				
Total Billings	1,206.00	9,680.00	10,886.00	
Limit			17,500.00	
Remaining			6,614.00	
				Total Due: \$1,206.00

Outstanding Invoices

Number	Date	Balance
1	5/17/2023	1,699.50
1036-01	4/21/2023	4,537.50
Total		6,237.00

Billings to Date

	Current	Prior	Total
Labor	1,206.00	9,680.00	10,886.00
Totals	1,206.00	9,680.00	10,886.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA Account Name: CIA Consulting, Inc.
 Account #: 4011254230 ABA #: 021313103

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Project 001036.000 235-008.00_SWTP pH Evaluation Invoice 1036.003

Billing Backup

Thursday, August 17, 2023

CHA Consulting, Inc.

Invoice 1036.003 Dated 8/17/2023

12:30:22 PM

Project 001036.000 SWTP pH Evaluation

Professional Personnel

			Hours	Rate	Amount	
Engineer 2						
08419	Tahaoglu, Ahmet	5/11/2023	2.00	84.00	168.00	
	Correspondence with Arnab on comments.					
08419	Tahaoglu, Ahmet	5/12/2023	2.00	84.00	168.00	
	Finalizing pH evaluation report.					
08419	Tahaoglu, Ahmet	5/15/2023	2.00	84.00	168.00	
	Report update.					
08419	Tahaoglu, Ahmet	6/14/2023	1.00	84.00	84.00	
	Review of report internally.					
08419	Tahaoglu, Ahmet	6/15/2023	2.00	84.00	168.00	
	Review of report with Byrant internally.					
Engineer 6						
08426	Facey, Bryant	5/8/2023	.50	150.00	75.00	
	project correspondence, status					
08426	Facey, Bryant	6/9/2023	.50	150.00	75.00	
	project correspondence, status					
08426	Facey, Bryant	6/14/2023	.50	150.00	75.00	
	project correspondence, status					
08426	Facey, Bryant	6/19/2023	.50	150.00	75.00	
	project correspondence, status					
08426	Facey, Bryant	6/22/2023	1.00	150.00	150.00	
	finalize and submit memo					
	Totals		12.00		1,206.00	
	Total Labor					1,206.00
				Total this Project		\$1,206.00
				Total this Report		\$1,206.00

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA Account Name: CHA Consulting, Inc.
Account #: 4011254230 ABA #: 021313103

Supporting remittance information should be sent via email to remittance@chacompanies.com

PO Box 845746, Boston, MA 02284-5746, Worksource - 845746

T 518.453.4500 • F 518.458.1735 • www.chacompanies.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM HINTERLAND GROUP, INC. – SWSA PROJECT 2

Please find attached invoice in the amounts of \$882,815.44 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Retainage	Amount Paid	Remaining Balance
						\$11,954,105.00
Jun-23	1	Jun-23			\$302,829.81	\$11,651,275.19
Jul-23	2	Jul-23			\$559,224.49	\$11,092,050.70
Aug-23	3	Aug-23			\$1,064,874.13	\$10,027,176.57
Sep-23	4		\$882,815.44	\$147,881.26		\$8,996,479.87

Staff recommends approval of these invoice in the amounts of \$882,815.44 to Hinterland Group, Inc.



September 13, 2023

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

**RE: SWSA Project 2 – Vacuum Collection System
Hinterland Group, Inc. – Pay Application No. 4**

Mr. Hayford:

Please find attached Pay Application No. 4 for the above-referenced project, recommended for payment in the amount of \$882,815.44, which covers work confirmed to have been completed for the period from August 1 - 31, 2023, 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>4</u>	Application Date: <u>9/6/2023</u>
Application Period: From <u>8/1/2023</u> to <u>8/31/2023</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)	\$ 2,957,625.13
5. Retainage	
a. <u>5%</u> X \$ 2,210,300.74 Work Completed	\$ 110,515.04
b. <u>5%</u> X \$ 747,324.39 Stored Materials	\$ 37,366.22
c. Total Retainage (Line 5.a + Line 5.b)	\$ 147,881.26
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,809,743.87
7. Less previous payments (Line 6 from prior application)	\$1,926,928.43
8. Amount due this application	\$ 882,815.44
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 8,996,479.87

Contractor's Certification

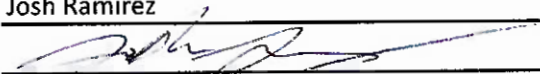
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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:** 09/13/2023

Recommended by Engineer: <u>Jeffrey M Sumner</u>	Approved by Owner: <u>Tommy Clay</u>
By: _____	By: _____
Title: <u>President</u>	Title: <u>Chairman</u>
Date: <u>September 13, 2023</u>	Date: <u>September 19, 2023</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.: 4 **Application Period:** From 08/01/23 to 08/31/23 **Application Date:** 09/06/23

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	235,729.16	20,989.58		256,718.74	33%	518,281.26
2	Indemnification	\$ 214,000.00	214,000.00	-		214,000.00	100%	-
3	As-Built Record Drawings	\$ 100,000.00	10,000.00	-		10,000.00	10%	90,000.00
4	Maintenance of Traffic	\$ 105,000.00	31,350.00	5,250.00		36,600.00	35%	68,400.00
5	Existing Utility Location / Identification	\$ 30,000.00	9,000.00	1,500.00		10,500.00	35%	19,500.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	10,500.00	1,750.00		12,250.00	35%	22,750.00
Vacuum Pump Station No. 4								
10a	Excavation and Dewatering	\$80,000.00	20,000.00	44,000.00		64,000.00	80%	16,000.00
10b	Building Shell	\$365,000.00		85,000.00		85,000.00	23%	280,000.00
10c	Roof	\$45,000.00				-	0%	45,000.00
10d	Overhead Bridge Hoist	\$65,000.00				-	0%	65,000.00
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				-	0%	150,000.00
10i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00				-	0%	525,000.00
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

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.:	4	Application Period:	From 08/01/23 to 08/31/23	Application Date:	09/06/23
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A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
10o	Odor Control	\$15,000.00				-	0%	15,000.00
10p	Plumbing	\$8,500.00				-	0%	8,500.00
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				-	0%	20,000.00
10u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	10,000.00	47,050.00		57,050.00	70%	24,450.00
Vacuum Pump Station No. 5								
11a	Excavation and Dewatering	\$80,000.00				-	0%	80,000.00
11b	Building Shell	\$365,000.00				-	0%	365,000.00
11c	Roof	\$45,000.00				-	0%	45,000.00
11d	Overhead Bridge Hoist	\$65,000.00				-	0%	65,000.00
11e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00				-	0%	45,000.00
11f	Generator	\$200,000.00				-	0%	200,000.00
11g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
11h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00				-	0%	150,000.00
11i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00				-	0%	525,000.00
11j	Interior Piping	\$65,000.00				-	0%	65,000.00
11k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
11l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
11m	HVAC	\$40,000.00				-	0%	40,000.00
11n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
11o	Odor Control	\$15,000.00				-	0%	15,000.00
11p	Plumbing	\$8,500.00				-	0%	8,500.00
11q	Bathroom	\$7,500.00				-	0%	7,500.00
11r	Doors	\$25,000.00				-	0%	25,000.00
11s	Concrete Drive	\$65,000.00				-	0%	65,000.00
11t	Underdrain	\$20,000.00				-	0%	20,000.00
11u	General Sitework (Clearing, Grading, etc.)	\$81,500.00				-	0%	81,500.00
Restoration								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
Original Contract Totals		\$ 5,177,000.00	\$ 540,579.16	\$ 205,539.58	\$ -	\$ 746,118.74	14%	\$ 4,430,881.26

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

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

Application No.: 4 Application Period: From 08/01/23 to 08/31/23 Application Date: 09/06/23

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 (\$)				

Change Orders

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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Original Contract and Change Orders

Project Totals	\$	5,177,000.00	\$	540,579.16	\$	205,539.58	\$	-	\$	746,118.74	14%	\$	4,430,881.26
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 4 **Application Period:** From 08/01/23 to 08/31/23 **Application Date:** 09/06/23

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
		Original Contract									
Sanitary System											
7a	Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	28500.00	LF	\$ 55.00	1,567,500.00	13,566.50	746,157.50	74,829.38	820,986.88	52%	746,513.12
7b	Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	6100.00	LF	\$ 65.00	396,500.00	2,044.50	132,892.50	78,607.96	211,500.46	53%	184,999.54
7c	Furnish and install SDR 21 PVC Vacuum main, Complete - 8 inch	2200.00	LF	\$ 80.00	176,000.00	1,288.00	103,040.00	26,510.56	129,550.56	74%	46,449.44
7d	Furnish and install SDR 21 PVC Vacuum main, Complete - 10 inch	2900.00	LF	\$ 98.00	284,200.00	2,515.00	246,470.00	39,685.13	286,155.13	101%	(1,955.13)
8a	Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	45.00	EA	\$ 2,800.00	126,000.00	20.00	56,000.00	19,994.87	75,994.87	60%	50,005.13
8b	Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	12.00	EA	\$ 3,600.00	43,200.00	6.00	21,600.00	1,089.85	22,689.85	53%	20,510.15
8c	Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	2.00	EA	\$ 3,800.00	7,600.00	1.00	3,800.00	602.44	4,402.44	58%	3,197.56
8d	Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	3.00	EA	\$ 4,600.00	13,800.00	2.00	9,200.00	451.81	9,651.81	70%	4,148.19
9a	Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	70	EA	\$ 12,500.00	875,000.00		-	505,552.39	505,552.39	58%	369,447.61
9b	Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	47	EA	\$ 14,200.00	667,400.00		-		-	0%	667,400.00
9c	Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	62	EA	\$ 13,000.00	806,000.00	1.00	13,000.00		13,000.00	2%	793,000.00
9d	Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	18	EA	\$ 14,700.00	264,600.00		-		-	0%	264,600.00
Restoration											
12a	Bahia Sod	38,830	LF	\$ 8.50	330,055.00	15,532.00	132,022.00		132,022.00	40%	198,033.00
12b	Concrete Driveways	4,000	SY	\$ 95.00	380,000.00		-		-	0%	380,000.00
12c	Asphalt Driveways	1,500	SY	\$ 65.00	97,500.00		-		-	0%	97,500.00
12d	Gravel Driveways	1,400	SY	\$ 35.00	49,000.00		-		-	0%	49,000.00
12e	Asphalt Millings Driveway	120	SY	\$ 50.00	6,000.00		-		-	0%	6,000.00
12f	Brick Paver Driveway	50	SY	\$ 135.00	6,750.00		-		-	0%	6,750.00
12g	Type 3: Asphaltic Concrete Pavement Patch	8,000	SY	\$ 85.00	680,000.00		-		-	0%	680,000.00
					-		-		-		-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 4 Application Period: From 08/01/23 to 08/31/23 Application Date: 09/06/23

A Bid Item No.	B Description	Contract Information			Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)	
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work					H Value of Work Completed to Date (E X G) (\$)
		Original Contract Totals			\$ 6,777,105.00		\$ 1,464,182.00	\$ 747,324.39	\$ 2,211,506.39	33%	\$ 4,565,598.61

Change Orders										
Change Order Totals					\$ -		\$ -	\$ -	\$ -	

Original Contract and Change Orders											
Project Totals					\$ 6,777,105.00		\$ 1,464,182.00	\$ 747,324.39	\$ 2,211,506.39	33%	\$ 4,565,598.61



September 12, 2023

Okeechobee Utility Authority
Attn: John F. Hayford, Executive Director
Via email

**RE: Southwest Wastewater Service Area (SWSA) Project 2
Vacuum Collection System and Pump Stations
Monthly Status Report (August 1 – 31, 2023)**

Mr. Hayford:

This letter is intended to summarize activities completed from August 1 – 31, 2023 on SWSA Project 2, including the vacuum collection system and vacuum stations.

COLLECTION SYSTEM

HINTERLAND GROUP (general contractor) began installation of 4", 6" and 8" sewer pipe, valves and service connections as well as (1) VPA. Work performed in this period includes:

- Installing 4" pipe along SW 20th St. between sta. 156+60 and terminus at sta. 154+00.
- Installing 4" pipe along SW 21st St. between sta. 180+74 and terminus at sta. 173+98
- Installing 6" and 4" pipe along SW 32nd Ave. between sta. 298+25 and terminus at sta. 281+06.
- Installing 4" pipe along SW 22nd St. between sta. 196+88 and terminus at sta. 185+45.
- Installing 4" pipe along SW 23rd St. between sta. 212+31 and terminus at sta. 200+86.
- Installing 4" pipe along SW 28th Ave. between sta. 632+89 and terminus at sta. 610+95.
- Installing 8" and 6" pipe along 16th St. between sta. 53+94 and sta. 55+05.
- Sod has been installed on 90% of the roads behind the pipe crew.
- Installed (1) VPA on SW 17th St. at sta. 100+02.
- Grading, dressing and sod installation in areas disturbed by construction.

VACUUM STATION NO. 4:

- Completed excavation of basement area and well point pumping has been continuing. Basement subgrade was prepared, and satisfactory soil density tests were collected.
- Basement slab was formed.
- Rebar for slab was installed and vertical rebar for basement walls was tied into slab rebar.

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





Pipe correction and trenching to 4" pipe along 23rd St
at sta 202+40



4" pipe along 23rd Ave. crossing under 8" pipe at sta
202+70



Installing well point along 26th Ave



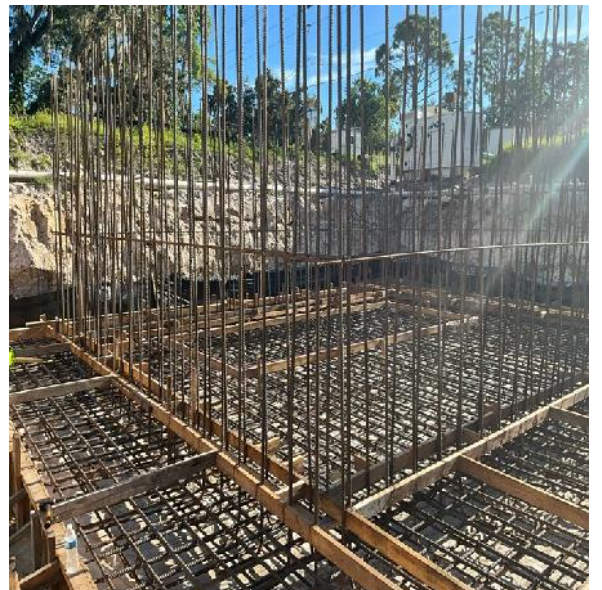
4" 500 ft pipe along 26th Ave. at sta 525+00



Install pit on 17th St. at sta 400+00



Installing steel rebar at VPS #4



OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM LEWIS LONGMAN WALKER

Please see attached invoices from Lewis Longman Walker.

Staff recommends approval of the invoices from Lewis Longman Walker in the amounts of \$9,402.50 and \$2,992.50.

**LLW****LEWIS
LONGMAN
WALKER**

360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

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

September 8, 2023
Invoice No. WGC-154298

CLIENT: 0504 - Okeechobee Utility Authority
Re: 008 USDA Loan

Date		Services	Hours
07/03/23	WGC	Work session regarding Bond Anticipation Note documents; correspondence regarding same.	1.40
07/05/23	WGC	Work session regarding Resolution for Bond Anticipation Note.	1.30
07/06/23	WGC	Work session regarding USDA requirements for Bond Anticipation Note and Southstate term sheet provisions.	1.40
07/07/23	WGC	Work session regarding Bond Anticipation Note documents.	1.50
07/19/23	WGC	Work on draft BAN Resolution.	1.00
07/20/23	WGC	Work session regarding Resolution authorizing Bond Anticipation Note.	1.20
07/21/23	WGC	Prepare Resolution authorizing issuance of Bond Anticipation Note; circulate same.	4.50
07/25/23	WGC	Review comments from L. Hamilton regarding Bond Anticipation Note Resolution.	0.40
07/28/23	WGC	Work session regarding Bond Anticipation Note Resolution and form of Note.	0.70
07/31/23	WGC	Correspondence regarding Form of Note and Bond Anticipation Note Resolution; review comments on Resolution from Bank Counsel.	0.70

Date	Services	Hours
08/01/23	WGC Revise Bond Anticipation Note Resolution to incorporate comments of Bank Counsel; prepare Form of Note and circulate same.	2.90
08/03/23	WGC Review correspondence regarding Bond Anticipation Note documents.	0.20
08/04/23	WGC Correspondence regarding forwarding BAN documents to USDA.	0.20
08/14/23	WGC Review correspondence regarding comments from USDA on BAN Resolution.	0.30
08/15/23	WGC Correspondence regarding response to USDA comments.	0.40
08/21/23	WGC Review BAN Resolution draft and issue raised by USDA; correspondence regarding same.	0.70
08/22/23	WGC Correspondence with L. Hamilton regarding USDA comment on BAN Resolution and Authority Board meeting; review Section 5 language.	0.50
08/28/23	WGC Work session regarding financing documents for Bond Anticipation Note transaction.	1.00
08/29/23	WGC Review revised Term Sheet; review Series 2023 Bond Resolution draft.	1.10
08/31/23	WGC Work session regarding financing documents for Bond Anticipation Note transaction.	0.50

Summary of Services

	Rate	Hours	Amount
WGC Capko, William G.	475.00	21.90	10,402.50
Total for Services		21.90	\$10,402.50

Client Ref: 0504 - 008
Invoice No. WGC-154298

September 8, 2023
Page 3

Sub Total	<u>\$10,402.50</u>
Courtesy Discount	-1,000.00
Total for Services and Expenses	<u>\$9,402.50</u>
Previous Balance	10,022.50
Payments Since Last Invoice	-10,022.50
Amount Due	<u>\$9,402.50</u>

Invoice No. WGC-154298
Invoice Date: September 8, 2023
Client Code: 0504
Client Name: Okeechobee Utility Authority
Matter Code: 008
Matter Name: USDA Loan

	<u>\$10,402.50</u>
Courtesy Discount	-1,000.00
Total for Services and Expenses	<u>\$9,402.50</u>
Previous Balance	10,022.50
Payments Since Last Invoice	-10,022.50
Amount Due	<u>\$9,402.50</u>

Amount enclosed: _____

Please remit checks to:

Lewis, Longman & Walker, P.A.
PO Box 628742
Orlando, FL 32862-8742

For your convenience, we accept credit card and e-check payments online at:

<http://www.llw-law.com/template/payment/>

For billing questions, please contact our Billing Department at: (561) 640-0820.



LLW

**LEWIS
LONGMAN
WALKER**

360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

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

September 12, 2023
Invoice No. WGC-154397

CLIENT: 0504 - Okeechobee Utility Authority
Re: 008 USDA Loan

Date		Services	Hours
09/01/23	WGC	Work session regarding financing documents for interim financing.	0.50
09/06/23	WGC	Prepare updated BAN Resolution and form of Note; transmit same to L. Hamilton; correspondence regarding closing logistics.	2.30
09/07/23	WGC	Work session regarding closing requirements.	0.50
09/08/23	WGC	Review comments on Bond Resolution from USDA, review files regarding last round of revisions to Bond Resolution; correspondence regarding explanation of revised Sections 10 and 11.	1.80
09/11/23	WGC	Correspondence regarding USDA questions regarding Section 10 and Section 11 of the Bond Resolution; review related materials.	1.20

Summary of Services

		Rate	Hours	Amount
WGC	Capko, William G.	475.00	6.30	2,992.50
Total for Services			6.30	\$2,992.50

Client Ref: 0504 - 008
Invoice No. WGC-154397

September 12, 2023
Page 2

Total for Services and Expenses	<u>\$2,992.50</u>
Previous Balance	9,402.50
Payments Since Last Invoice	-0.00
Amount Due	<u>\$12,395.00</u>

Open Invoices for this Matter

Date	Invoice No.	Amount Billed	Amount Paid	Amount Due
09/08/23	154298	9,402.50	0.00	<u>9,402.50</u>
Outstanding Amount Due:				9,402.50

Current and Outstanding Amount Due: **\$12,395.00**

Invoice No. WGC-154397
Invoice Date: September 12, 2023
Client Code: 0504
Client Name: Okeechobee Utility Authority
Matter Code: 008
Matter Name: USDA Loan

Total for Services and Expenses	<u>\$2,992.50</u>
Previous Balance	9,402.50
Payments Since Last Invoice	-0.00
Amount Due	<u>\$12,395.00</u>

Amount enclosed: _____

Please remit checks to:

Lewis, Longman & Walker, P.A.
PO Box 628742
Orlando, FL 32862-8742

For your convenience, we accept credit card and e-check payments online at:

<http://www.llw-law.com/template/payment/>

For billing questions, please contact our Billing Department at: (561) 640-0820.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

SEPTEMBER 19, 2023

CONSENT AGENDA

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

Please find attached invoice in the amount of \$2,570.00 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		\$2,570.00		\$8,880.00

Staff recommends approval of this invoice in the amount of \$2,570.00 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

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

INVOICE DATE: September 11, 2023
INVOICE #: 11356-4
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:	\$	12,925.00
This Invoice Amount:	\$	<u>2,570.00</u>
Remaining Balance:	\$	8,880.00

THIS INVOICE AMOUNT: \$ 2,570.00

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

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

SEPTEMBER 19, 2023

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$20,157.35 submitted by Kimley Horn and Associates, Inc. Staff is aware of the work currently being done by Kimley Horn and Associates, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$3,180,385.00
Jun-23	1	Jun-23		\$10,032.10	\$3,180,385.00
Jun-23	2	Jun-23		\$106,718.65	\$3,180,385.00
Aug-23	3	Aug-23		\$36,215.50	\$3,180,385.00
Sep-23	4		\$20,157.35		\$3,160,227.65

Staff recommends approval of this invoice in the amount of \$20,157.35 to Kimley Horn and Associates, Inc.

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520</p>
---	---

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

Invoice No: 25661610
 Invoice Date: Jul 31, 2023
 Invoice Amount: \$20,157.35

 Project No: 241093000.1
 Project Name: TREASURE ISLAND S2S
 Project Manager: JENSEN, THOMAS

 Client Reference: MSA180123
 PO# 0000011405

Federal Tax Id: 56-0885615
 For Services Rendered through Jul 31, 2023

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
Task 1 - Project Validation and Kickoff Meeting	8,284.00	100.00%	8,284.00	4,970.40	3,313.60
Task 2 - Data Collection	13,891.00	80.00%	11,112.80	3,472.75	7,640.05
Task 3 - Model Development and Hydraulic Investigation	21,804.00	0.00%	0.00	0.00	0.00
Task 4 - Preliminary Design Report (PDR)	92,037.00	40.00%	36,814.80	27,611.10	9,203.70
Task 5 - Pre-Design Services					
i. Geotechnical Services	31,384.00	0.00%	0.00	0.00	0.00
ii. Site Survey	603,965.00	15.00%	90,594.75	90,594.75	0.00
iii. Environmental Services	24,257.00	0.00%	0.00	0.00	0.00
iv. Structural Services	95,413.00	0.00%	0.00	0.00	0.00
v. Electrical, Instrumentation, Controls, and MEP Services	74,642.00	0.00%	0.00	0.00	0.00
Task 6 - Permitting and Easement/ROW Acquisition Support	159,775.00	0.00%	0.00	0.00	0.00
Task 7 - Meetings	48,503.00	0.00%	0.00	0.00	0.00
Task 8 - Project Management	38,060.00	0.00%	0.00	0.00	0.00
Task 9 - 30% Preliminary Design	526,345.00	5.00%	26,317.25	26,317.25	0.00
Task 10 - 60% Design	620,228.00	0.00%	0.00	0.00	0.00
Task 11 - 90% Design	504,874.00	0.00%	0.00	0.00	0.00
Task 12 - Final Design	261,335.00	0.00%	0.00	0.00	0.00
Task 13 - Bidding Services	55,588.00	0.00%	0.00	0.00	0.00
Subtotal	3,180,385.00	5.44%	173,123.60	152,966.25	20,157.35
Total LUMP SUM					20,157.35

Total Invoice: \$20,157.35

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM EVERGREEN SOLUTIONS, LLC

Please find attached the invoice in the amount of \$4,875.00 submitted Evergreen Solutions. LLC. Staff is aware of the work currently being done by Evergreen Solutions. LLC. and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$4,875.00 to Evergreen Solutions. LLC.



Evergreen Solutions, LLC

Evergreen Solutions, LLC
2528 Barrington Circle
Unit 201
Tallahassee, FL 32308

Invoice

Date	Invoice #
8/11/2023	1212-2

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

P.O. No.	Terms	Project
		1212-Employee Clas...

Item	Description	Est Amt	Prior Amt	Amount
Professional Cons...	Employee Classification and Compensation Survey Invoice #2 - 25% - upon completion of Tasks 3 - 4 - - \$4,875.00	19,500.00	4,875.00	4,875.00
Total				\$4,875.00
Payments/Credits				\$0.00
Balance Due				\$4,875.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

SEPTEMBER 19, 2023

CONSENT AGENDA

INVOICE FROM THORN RUN PARTNERS

Please see attached the Thorn Run Partners monthly invoice.

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

THORN RUN PARTNERS



INVOICE

Date 9/1/2023

Invoice No. 23276

Bill To

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

PO NUMBER	PO 11326
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	September 2023

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. 22

SEPTEMBER 19, 2023

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.
West Palm Beach, FL 33415

Invoice

Okeechobee Utility Authority
Attn:John Hayford, Exec Director
100 SW 5th Avenue
Okeechobee, FL 34974
PO No:11323

DATE	INVOICE #
9/5/2023	202309015

PROJECT
540.01-LOSOM Support

DESCRIPTION	AMOUNT
Support for the month of August 2023	250.00
Total	\$250.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

SEPTEMBER 19, 2023

FINANCE REPORT

At the end of August 2023, operating revenue were \$11,615,345 compare to YTD budget of \$11,014,895 which resulted in the achievement of 105.2% of YTD budget or an overage of \$600,450. In addition to the favorable difference being reported this financial year, the cumulative revenue of \$11,014,895 is significantly above prior YTD revenue for the same period of \$10,814,835 by 7.4%.

Factors' contributing to the cumulative achievement in revenue includes:

- Favorable variance in YTD Water Utility Revenue of \$243,643.
- Favorable variance in YTD Wastewater Utility Revenue of \$180,290.
- Favorable variance in YTD Miscellaneous Revenue of \$83,987.
- Favorable variance in YTD Sewage Install Revenue of \$83,987.

YTD operating expenditures were \$7,012,225 which is \$1,052,338 below budget, yielding a positive variance of 13%. Please be reminded, a detail analysis of each department's expenditures, although a detail analysis of the Authority's expenses were conducted prior to the workshop on August 28th, staff take this opportunity to remind persons of month 13 (year-end) entries which will process after September 30th.

The spikes in expenditures as graphically reported on page 10 are due to:

- 1 The inclusion of three payrolls (bi-weekly) in the month of August - \$132,059
2. Acknowledgement of Ozone Generator repair of \$92,555 per Acc't Standard.

Cumulative net operating revenue, which provides a dollar value indicator of actual operating result (regular revenue vs. expenses) compare against budget, report a surplus \$1,652,788 over YTD budget. Please note, this figure is an indicator of OUA's efficiency at management of its daily operation and not to be equated with net cash flow position due to the non-consideration of other financial information eg. loan payments and supplier settlements etc.

YTD restricted revenue of \$512,006 is 278.8% above YTD budget of \$135,179 due to:

1. Cumulatively as at August 2023, OUA has added 105 new water connection accounts and 60 wastewater connection accounts compare with YTD budget of 23 new water connections and 11 new wastewater connections.
2. YTD interest income are \$270,270 compare to a budgeted of \$29,730.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2023

As of The Period Ending August 31, 2023

OKEECHOBEE UTILITY AUTHORITY
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Okeechobee Utility Authority
 Executive Summary
 Prepared by Finance Director

**OKEECHOBEE UTILITY AUTHORITY
 FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Cumulative YTD Operating Budget Variance	Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY22	Actual YTD FY23	Budget YTD FY23	% Variance (FY 23 vs Bud. FY23)	Actual YTD FY22	Actual YTD FY23	Budget YTD FY23	% Variance (FY23 vs Bud FY23)		Actual YTD FY 22	Actual YTD FY 23	Budget YTD FY23	% Variance (FY 23 vs Bud FY 23)	
Oct-22	952,107	987,911	968,026	2.0%	304,448	520,371	581,520	10.5%	81,034	16,943	19,502	12,289	58.7%	7,213
Nov-22	1,932,264	2,059,168	2,002,708	2.7%	856,789	1,096,709	1,266,284	13.4%	226,035	37,265	32,695	24,578	33.0%	8,117
Dec-22	2,839,735	2,999,688	3,004,062	-0.1%	1,578,441	1,651,692	2,199,426	24.9%	543,360	57,320	50,228	36,867	36.2%	13,361
Jan-23	3,889,449	4,102,770	4,005,416	2.4%	2,064,469	2,246,263	2,932,568	23.4%	783,659	73,453	98,649	49,156	100.7%	49,493
Feb-23	4,938,079	5,229,606	5,006,770	4.3%	2,643,709	2,840,636	3,665,710	22.5%	1,047,910	118,145	154,325	61,445	151.2%	92,880
Mar-23	5,966,092	6,235,193	6,008,125	3.6%	3,283,129	3,545,046	4,398,853	19.4%	1,080,875	135,895	193,272	73,734	162.1%	119,538
Apr-23	6,941,548	7,430,764	7,009,479	5.7%	3,813,513	4,142,624	5,131,995	19.3%	1,410,656	157,452	302,311	86,023	251.4%	216,288
May-23	7,925,413	8,489,547	8,010,833	5.6%	4,488,689	4,768,308	5,865,137	18.7%	1,575,543	176,138	346,344	98,312	252.3%	248,032
Jun-23	8,871,212	9,469,244	9,012,187	4.8%	5,190,666	5,365,070	6,598,279	18.7%	1,690,266	187,286	389,977	110,601	252.6%	279,376
Jul-23	9,763,216	10,534,948	10,013,541	4.9%	5,687,029	6,045,027	7,331,421	17.5%	1,807,801	208,693	447,792	122,890	264.4%	324,902
Aug-23	10,814,835	11,615,345	11,014,895	5.2%	6,259,069	7,012,225	8,064,563	13.0%	1,652,788	227,947	512,006	135,179	278.8%	376,827
Sep-23														

Respectfully,

 Lauriston Hamilton

Okeechobee Utility Authority
FY 2023 Finance Report for July 31, 2023
The Period Ending

OPERATING REVENUE FUND

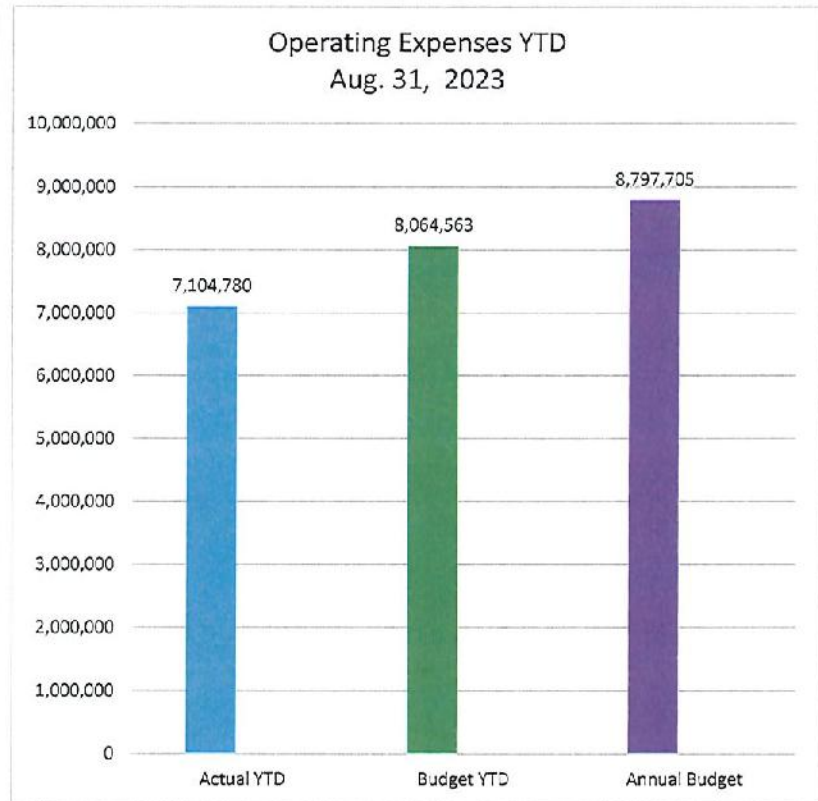
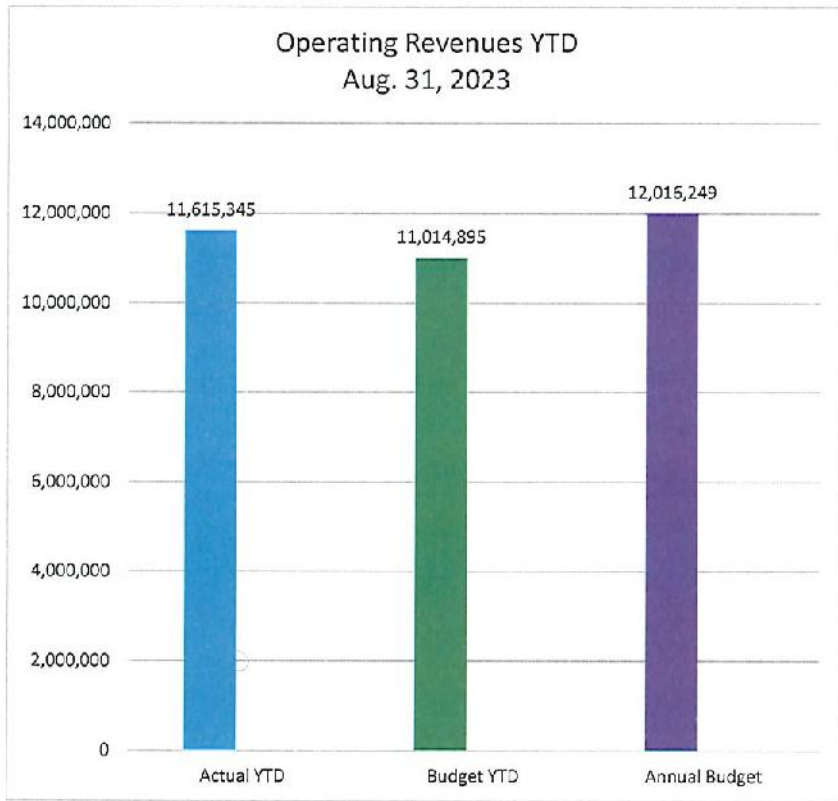
	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE:				
Water	\$ 6,803,204	\$ 6,567,684	\$ 235,520	3.6%
Sewer	\$ 4,209,354	4,030,238	179,116	4.4%
Other Operating Revenue (see detail on page 16)	\$ 602,787	416,973	185,814	44.6%
Total Operating Revenue Received	<u>\$ 11,615,345</u>	<u>\$ 11,014,895</u>	<u>\$ 600,450</u>	<u>5.5%</u>
OPERATING EXPENSES:				
Water	\$ 1,729,776	\$ 1,926,381	\$ 196,605	10.2%
Wastewater	\$ 1,060,761	1,239,118	178,357	14.4%
Meter Readers	\$ 238,290	271,277	32,987	12.2%
Maintenance	\$ 2,094,008	2,329,545	235,537	10.1%
Administration Operating	\$ 1,093,709	1,308,571	214,862	16.4%
General & Admin.	\$ 795,681	989,670	193,989	19.6%
Contingency Expense	\$ -	-	-	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 7,012,225</u>	<u>\$ 8,064,563</u>	<u>\$ 1,052,338</u>	<u>13.0%</u>
Net Operating Income	<u>\$ 4,603,120</u>	<u>\$ 2,950,332</u>	<u>\$ 1,652,788</u>	<u>56.0%</u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 87,240	\$ 86,355	\$ 885	1.0%
Water CC Fees (infill)	\$ 66,099	9,877	56,221	569.2%
WW CC Fees (infill)	\$ 88,398	9,218	79,180	859.0%
Operating Account Interest	\$ 199,351	14,827	184,524	0.0%
Payroll Account Interest	\$ 3,139	479	2,661	0.0%
Restricted Interest Income	\$ 67,780	14,424	53,356	369.9%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 512,006</u>	<u>\$ 135,179</u>	<u>\$ 376,827</u>	<u>278.8%</u>
NON-OPERATING EXPENSES:				
Debt service interest expense	\$292,990	\$292,190	(800)	-0.3%
Non-cash depreciation & amortization	\$2,543,532	\$2,486,550	(56,982)	-2.3%
NET REVENUE BEFORE ITEMS BELOW	<u>\$ 2,278,604</u>	<u>\$ 306,771</u>	<u>\$ 2,087,397</u>	<u>680.4%</u>

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

	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$4,266,467	\$10,209,302	
(2) Contributed capital of:	\$492,466	\$20,145	
(3) Debt service principal payments of:	\$1,037,719	\$2,187,862	
(4) Net Construction in Progress (CIP) Expenditures of:	\$7,494,693	\$11,548,847	

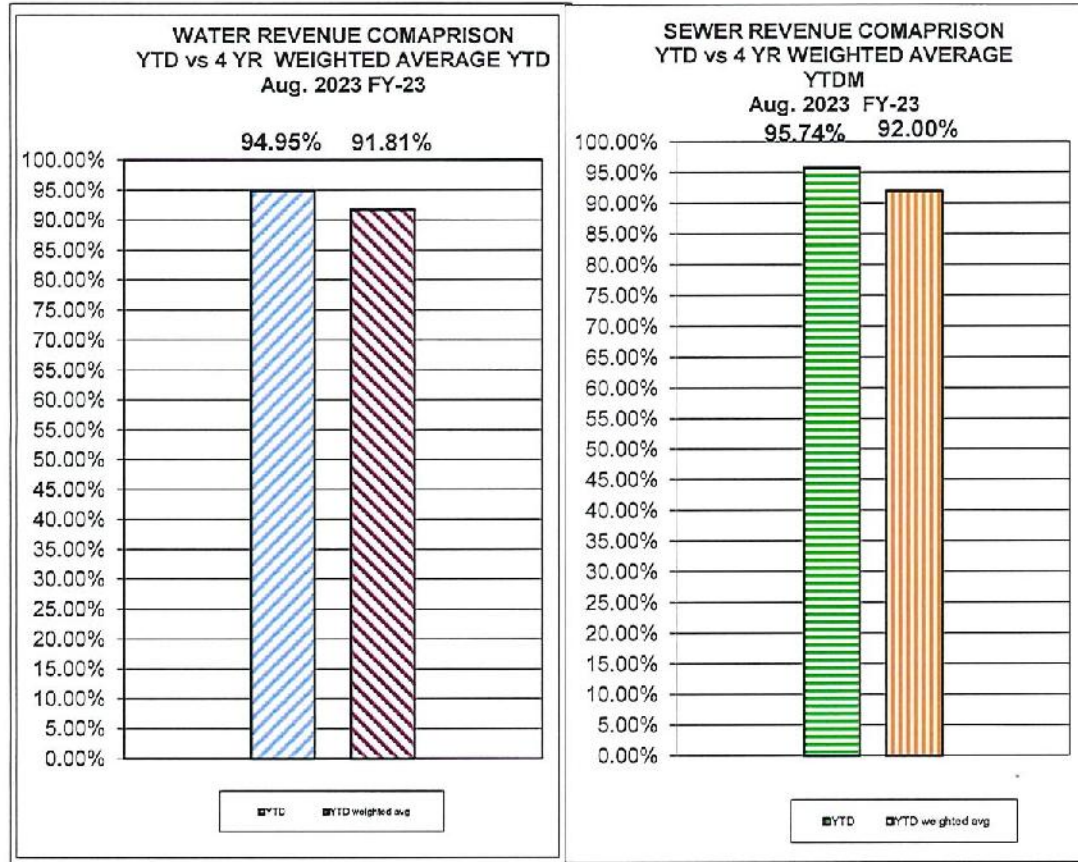


Current FY-23 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

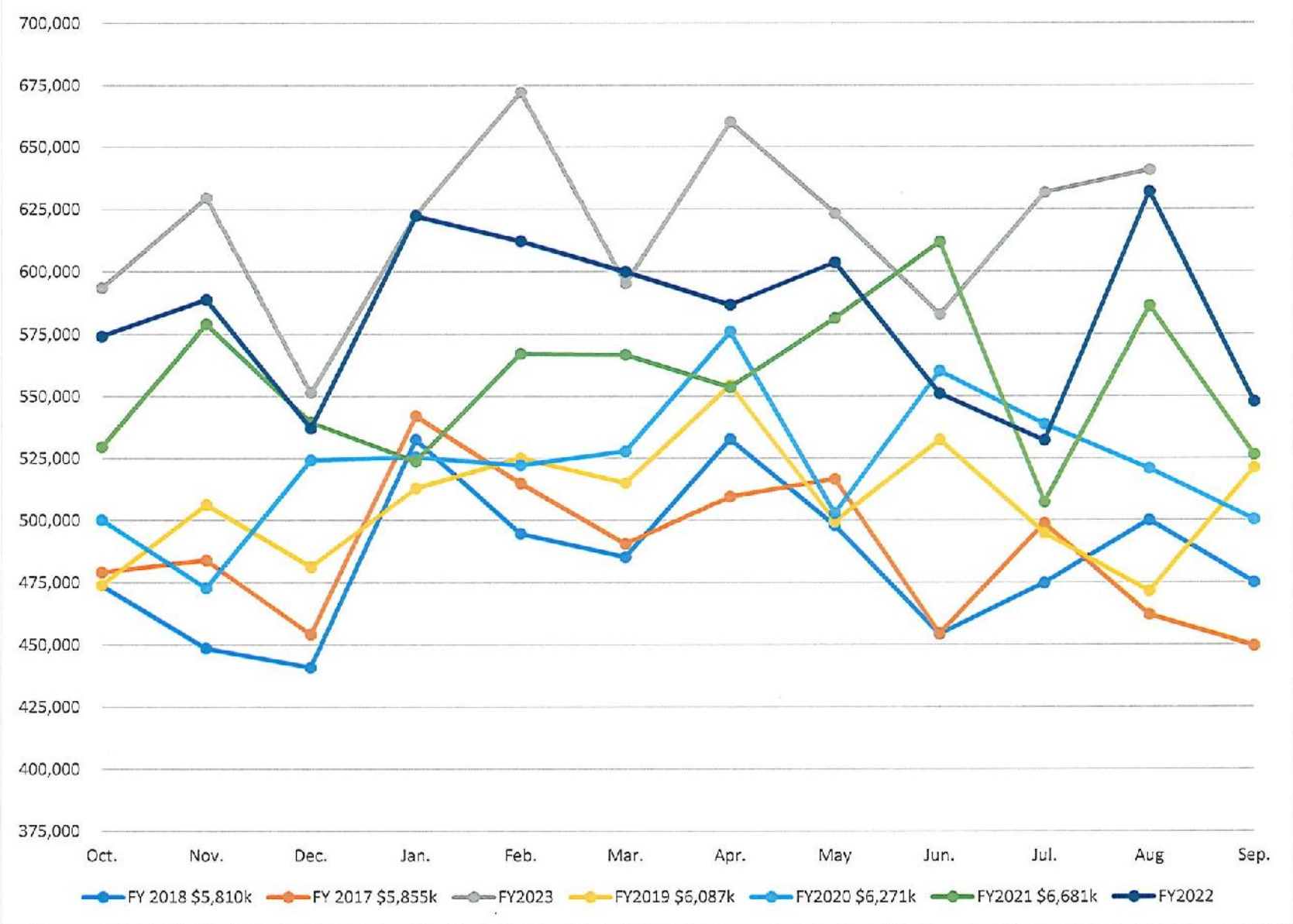
WATER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget Water Revenue	4 Yr Weighted Average %
Period	YTD	\$	\$	\$ 6,665,699	\$7,164,746	
Oct.	\$ 593,447	593,447	\$	57,498	8.28%	8.03%
Nov.	\$ 629,508	1,222,955	\$	75,090	17.07%	15.85%
Dec.	\$ 551,517	1,774,472	\$	21,828	24.77%	23.85%
Jan.	\$ 622,764	2,397,237	\$	60,363	33.46%	32.49%
Feb.	\$ 672,135	3,069,372	\$	100,112	42.84%	40.99%
Mar.	\$ 595,264	3,664,636	\$	28,154	51.15%	49.40%
Apr.	\$ 660,103	4,324,739	\$	88,639	60.36%	58.50%
May	\$ 623,270	4,948,009	\$	56,860	69.06%	66.77%
Jun.	\$ 582,923	5,530,932	\$	13,635	77.20%	75.30%
Jul.	\$ 631,633	6,162,565	\$	109,429	86.01%	83.66%
Aug.	\$ 640,639	6,803,204	\$	60,667	94.95%	91.81%
Sep.	\$ -	-	\$	-	0.00%	8.03%

SEWER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
Period	YTD	\$	\$	\$ 4,084,988	\$4,396,623	
Oct.	\$ 365,608	\$ 365,608	\$	34,478	8.32%	8.10%
Nov.	\$ 398,359	\$ 763,967	\$	54,353	17.38%	16.52%
Dec.	\$ 348,896	1,112,863	\$	16,438	25.31%	24.67%
Jan.	\$ 390,783	1,503,646	\$	44,239	34.20%	33.14%
Feb.	\$ 426,884	1,930,530	\$	62,684	43.91%	42.04%
Mar.	\$ 371,791	2,302,321	\$	18,767	52.37%	50.68%
Apr.	\$ 402,730	2,705,051	\$	53,203	61.53%	59.25%
May	\$ 384,828	3,089,879	\$	54,730	70.28%	67.32%
Jun.	\$ 353,080	3,442,959	\$	10,869	78.31%	75.71%
Jul.	\$ 385,535	3,828,494	\$	69,927	87.08%	83.45%
Aug.	\$ 380,860	4,209,354	\$	30,840	95.74%	92.00%
Sep.	\$ -	-	\$	-		

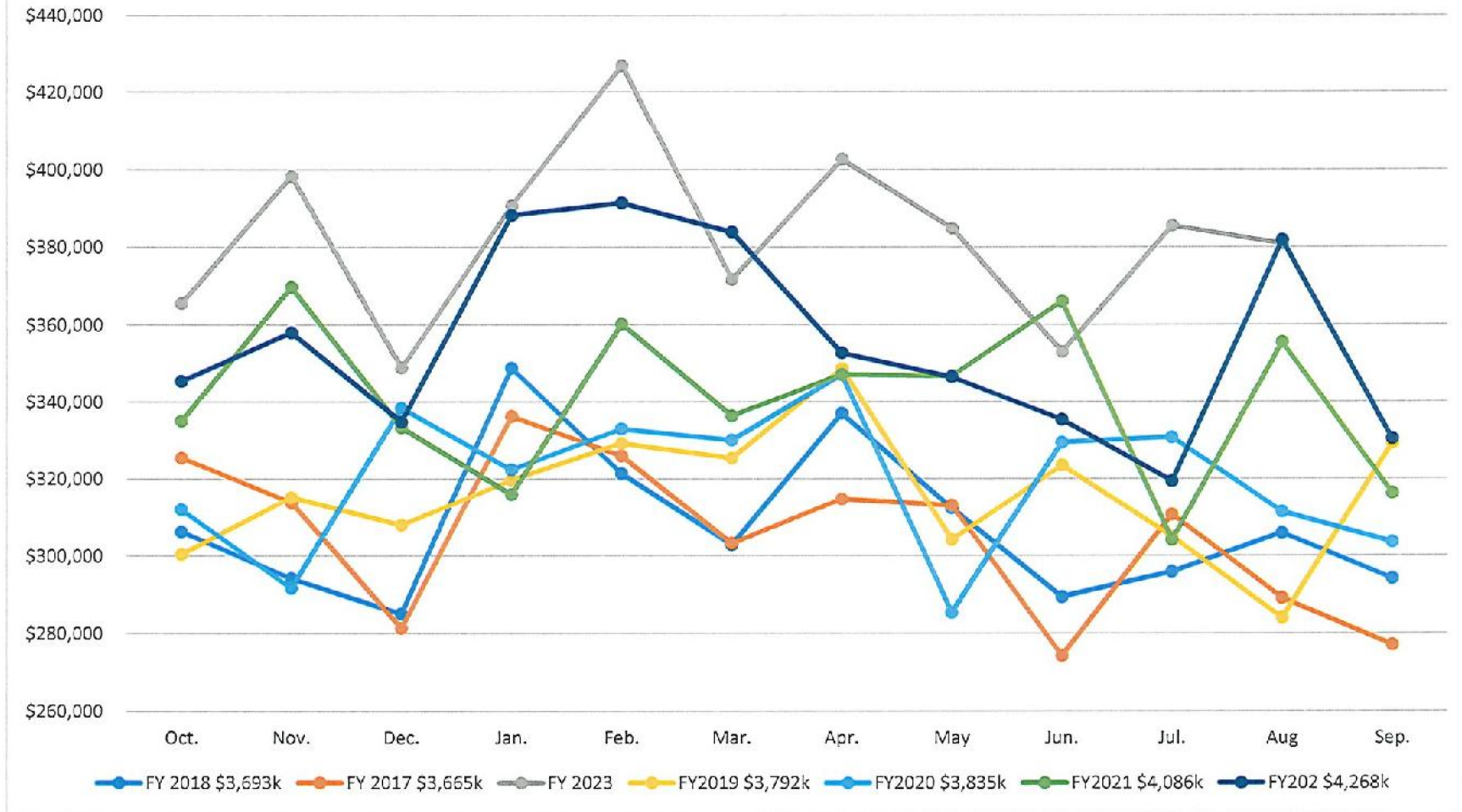
WATER AND SEWER REVENUE COMPARISON
YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

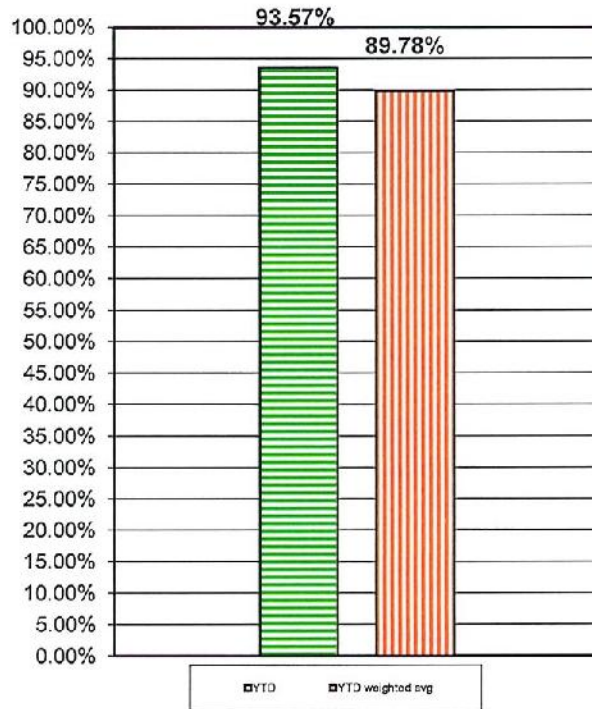


**Current FY-23 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

				\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
OPERATING EXPENSES:				From 4 Year Weighted Avg of	Operating Exp.	Average
Period	YTD		\$	\$ 6,708,708	\$8,797,705	
Oct.	\$ 520,371	\$ 520,371	\$	130,920	5.91%	5.85%
Nov.	\$ 576,338	\$ 1,096,709	\$	75,237	12.47%	13.30%
Dec.	\$ 554,983	\$ 1,651,692	\$	(118,596)	18.77%	23.36%
Jan.	\$ 594,571	\$ 2,246,263	\$	59,392	25.53%	31.36%
Feb.	\$ 594,373	\$ 2,840,636	\$	56,058	32.29%	39.37%
Mar.	\$ 704,410	\$ 3,545,046	\$	112,281	40.30%	48.19%
Apr.	\$ 597,578	\$ 4,142,624	\$	72,004	47.09%	56.01%
May	\$ 625,684	\$ 4,768,308	\$	51,242	54.20%	64.55%
Jun.	\$ 596,762	\$ 5,365,070	\$	1,388	60.98%	73.39%
Jul.	\$ 679,957	\$ 6,045,027	\$	100,477	68.71%	82.09%
Aug.	\$ 967,198	\$ 7,012,225	\$	402,626	79.71%	90.51%
Sep.	\$ -	\$ -	\$	-	0.00%	0.00%
				\$ Difference For the Month	% Current YTD To Budgeted	
NON-OPERATING EXPENSES:				From 4 Year Weighted Avg of	Non-Oper. Exp.	
				\$ 3,084,830	\$3,031,353	
Oct.	\$ 256,552	\$ 256,552	\$	3,042	8.46%	8.22%
Nov.	\$ 258,079	\$ 514,631	\$	6,234	16.98%	16.38%
Dec.	\$ 258,080	\$ 772,711	\$	5,673	25.49%	24.56%
Jan.	\$ 258,080	\$ 1,030,791	\$	5,700	34.00%	32.74%
Feb.	\$ 258,079	\$ 1,288,870	\$	5,322	42.52%	40.94%
Mar.	\$ 258,080	\$ 1,546,950	\$	4,658	51.03%	49.15%
Apr.	\$ 257,914	\$ 1,804,864	\$	6,831	59.54%	57.29%
May	\$ 257,915	\$ 2,062,779	\$	6,922	68.05%	65.43%
Jun.	\$ 257,914	\$ 2,320,693	\$	6,741	76.56%	73.58%
Jul.	\$ 257,915	\$ 2,578,608	\$	6,832	85.06%	81.72%
Aug.	\$ 257,914	\$ 2,836,522	\$	9,249	93.57%	89.78%
Sep.	\$ -	\$ -	\$	-	0.00%	8.22%

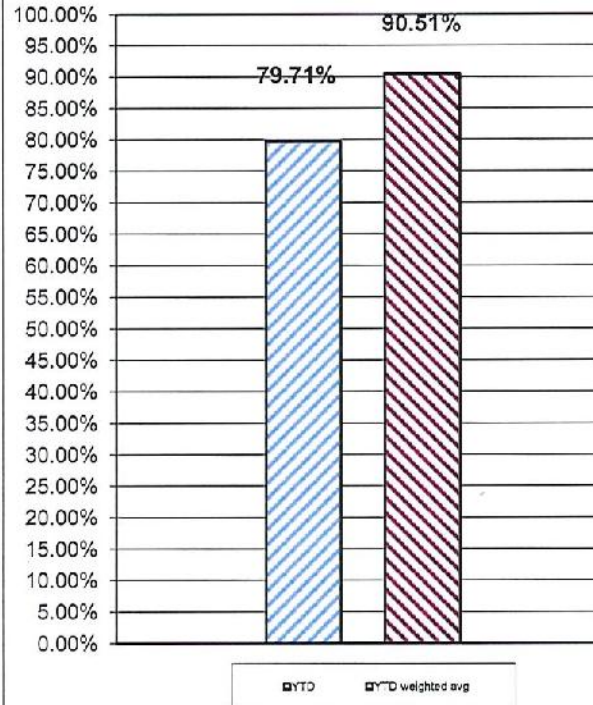
**NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD**

Aug. 2023 FY-23

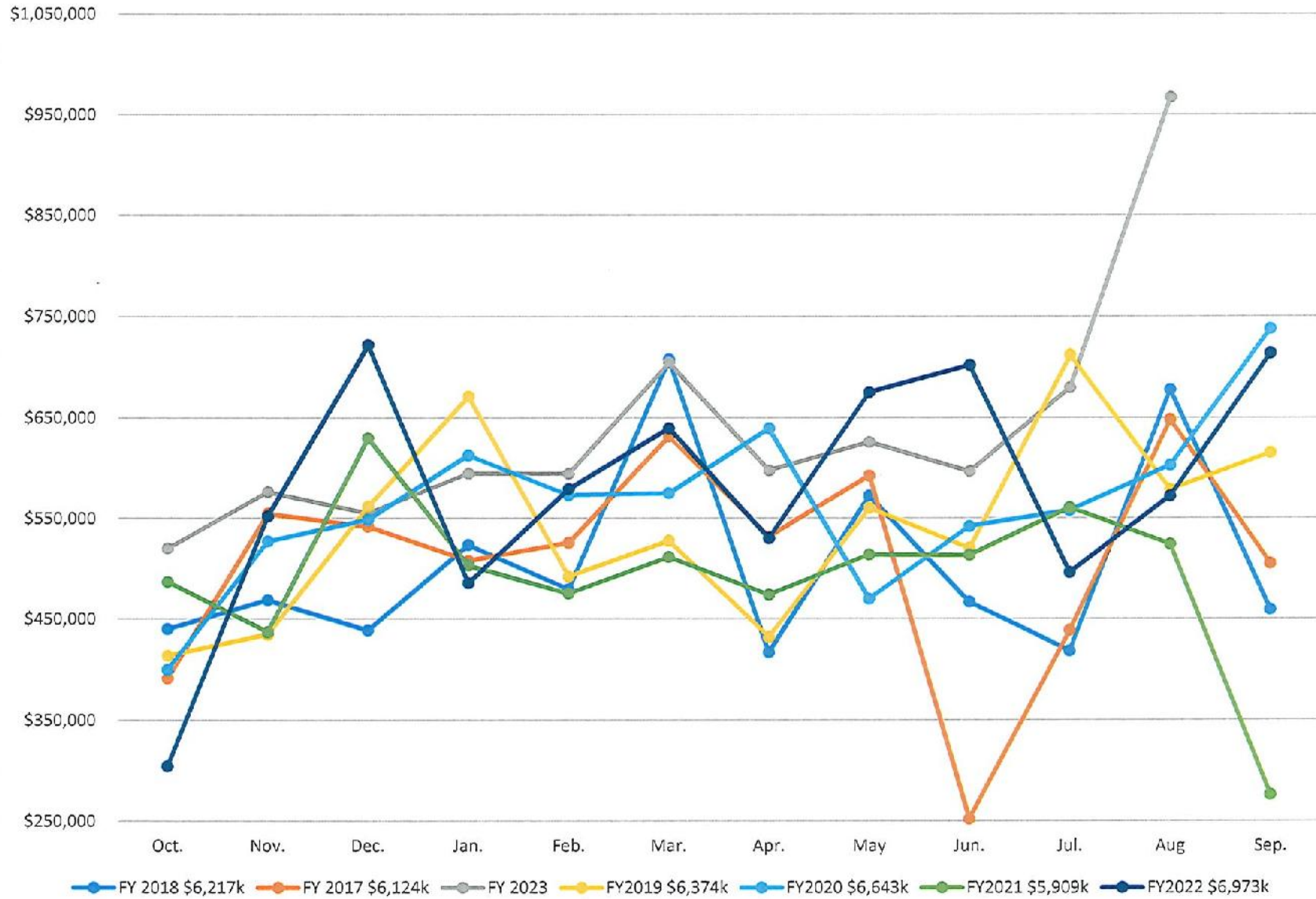


**OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD**

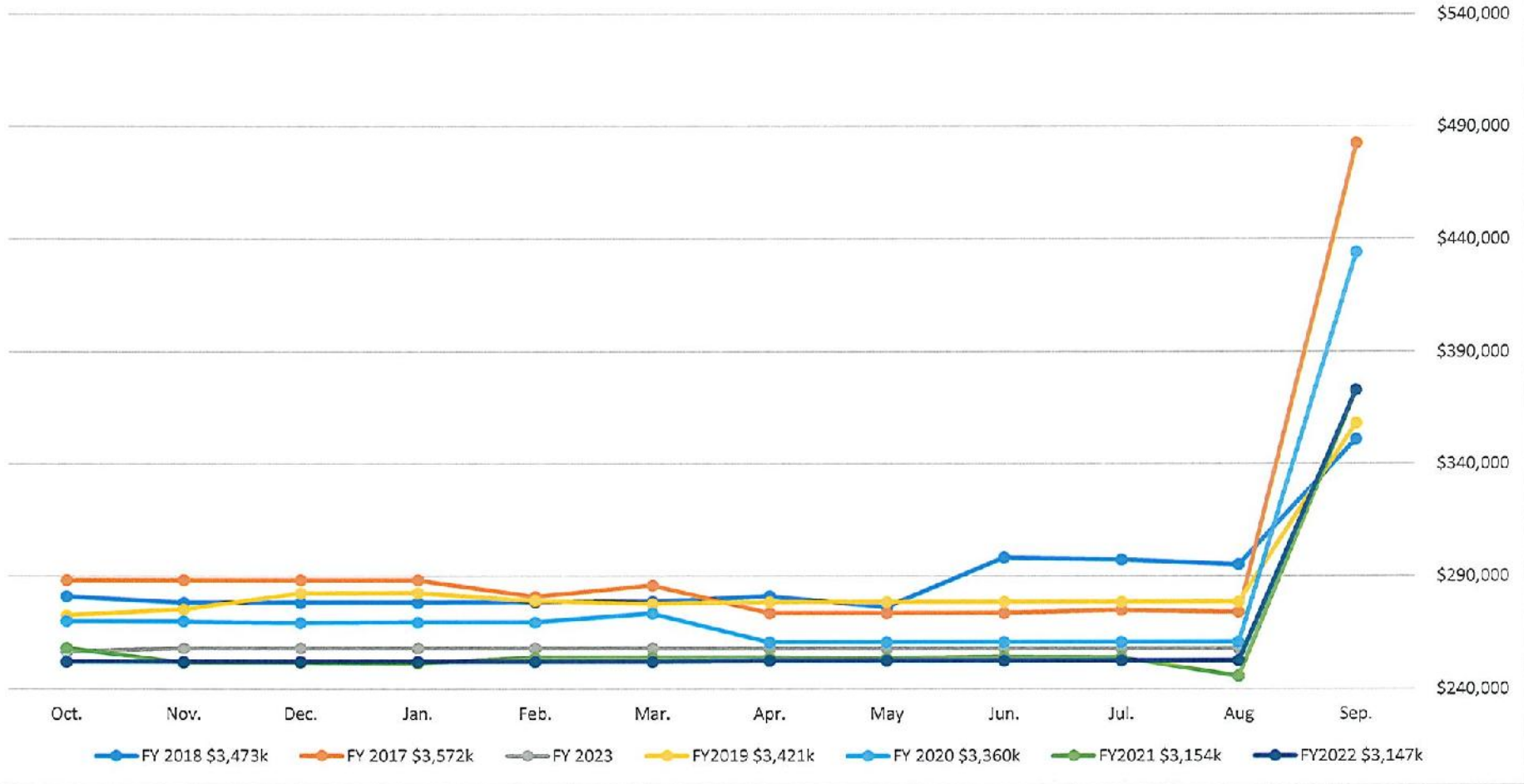
Aug. 2023 FY-23



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	Aug. 31, 2023
95		12 Months		12 Months	11 Month
96					
97	Cash Flows from Operations				
98	Operating Income	2,594,121		1,758,388	1,950,928
99	Depreciation & Amortization	2,630,852		2,688,584	2,543,532
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable			(394,264)	1,732,046
101	Increase (decrease) in cash from changes in accounts payable			127,686	(27,461)
102	Increase (decrease) in cash from changes in other assets	543,692		305,029	878,916
103	Increase (decrease) in cash from changes in other liabilities	-		(857,112)	57,093
104	Cash provided (used) by operations	5,768,665		3,628,311	7,135,053
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	85,215		85,215	87,240
108	Capital connection fees	230,218		122,322	154,497
109	Interest revenue	47,914		29,488	270,270
110	Debt issuance costs	-		0	0
111	Interest expense	(523,113)		(472,215)	(292,990)
112	Cash provided (used) by nonoperating activities	(159,766)		(235,190)	219,016
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	(331,835)		12,496	628,282
116	Construction in progress	(2,887,078)		(2,487,259)	(7,494,693)
117	Acquisition of land, easements and related costs	-		(129,038)	0
118	Sale of land and or equipment	1,556,403		-	0
119	Gain (Loss) on sale of land and equipment	37,022		7,452	16,105
120	Bond principal payments	(2,028,142)		(2,073,095)	(1,037,719)
121	Grant revenue & FEMA reimbursement	1,140,059		2,452,778	4,266,466
122	Capital contributions from developers	199,194		120,101	492,466
123	Cash provided (used) by capital / financing activities	(2,314,377)		(2,096,565)	(3,129,093)
124					
125	Net increase (decrease) in cash and investments	3,294,522		1,296,556	4,224,976
126	This unaudited cash flow statement is subject to adjustments.				
127	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
August 31, 2023

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	4,445,583.86
Unrestricted assets:			
Investments			0.00
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			7,192,020.97
Investments			2,000,000.00
Interest receivable			9,875.69
Receivables:			
Accounts receivable			1,197,375.66
less allowance for uncollectible accounts			-116,990.51
Inventories			640,998.14
Prepaid Expenses			51,794.21
Total current assets			15,420,658.02

NONCURRENT ASSETS

Capital assets:

Land			2,906,860.90
Utility plants, buildings and equipment			108,100,402.72
			111,007,263.62
Less accumulated depreciation			-53,906,607.43
			57,100,656.19
Construction in progress			12,789,343.73
Total capital assets			69,889,999.92

Other Assets:

Net Pension Asset			-875,759.00
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Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			1,793,819.00
Deferred loss on bond refunding, net			344,522.67
Total Deferred charges:			2,138,341.67

Total noncurrent assets			71,152,582.59
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TOTAL ASSETS		\$	86,573,240.61
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	645,170.70
Accrued expenses		139,877.16
Due to other governments		65,655.77
Bonds payable (current)		1,063,534.27
Accrued compensated absences & bonus (current)		324,967.85
Payable from restricted assets		
Accrued interest		132,037.53
Customer Deposits		642,103.91
Total current liabilities		<u>3,013,347.19</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net		14,809,350.65
Accrued OPEB payable		218,175.00
Net Pension Liability		0.00
Deferred Pension Inflow from Actuarial Calculation		579,918.00
Unearned revenues:		
Developer agreements		424,402.36
Total noncurrent liabilities		<u>16,031,846.01</u>

TOTAL LIABILITIES

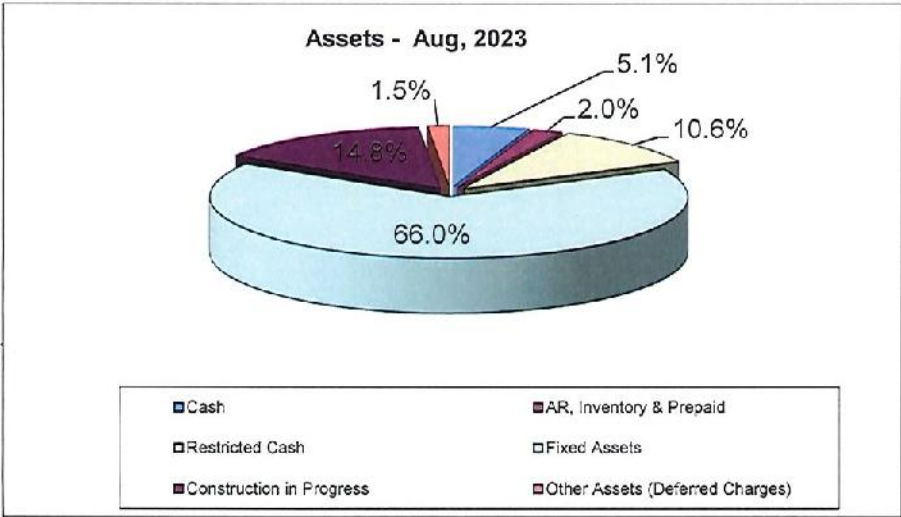
19,045,193.20

NET POSITION

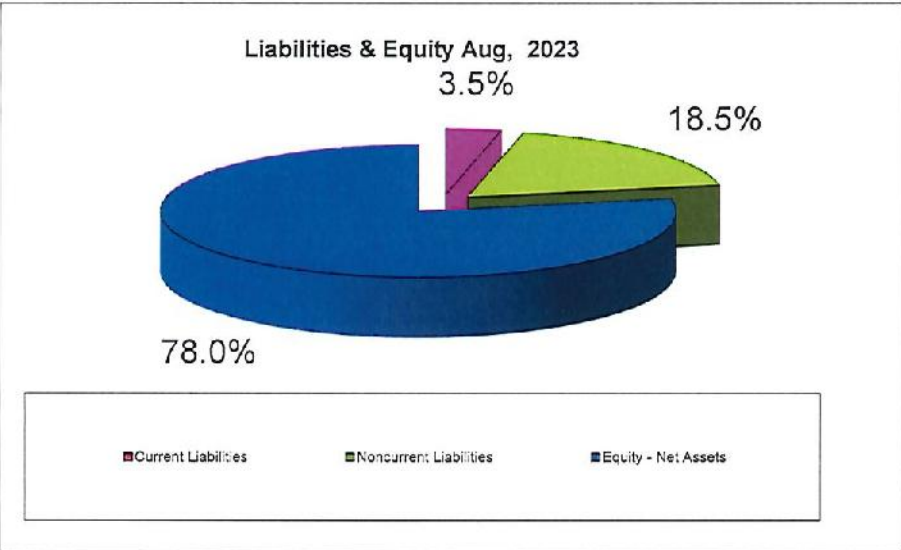
Invested in capital assets, net of related debt		44,731,657.00
Restricted for capital projects		2,361,411.00
Restricted for debt service		481,018.00
Restricted for Rate Stabilization		1,339,359.00
Restricted for Pension Benefits		1,904,107.00
Unrestricted		9,672,958.46
YTD Surplus of Revenue over Expenses		7,037,536.95
Total net position		<u>67,528,047.41</u>

TOTAL LIABILITIES AND NET POSITION

\$ 86,573,240.61



Cash	4,445,584	5.1%
AR, Inventory & Prepaid	1,773,178	2.0%
Restricted Cash	9,201,897	10.6%
Fixed Assets	57,100,656	66.0%
Construction in Progress	12,789,344	14.8%
Other Assets (Deferred Charges)	1,262,583	1.5%
Total Assets	86,573,241	



Current Liabilities	3,013,347	3.5%
Noncurrent Liabilities	18,031,846	18.5%
Equity - Net Assets	67,528,047	78.0%
Total Liab & Equity	86,573,241	

Okeechobee Utility Authority
 Detail of July 31, 2023 Other Operating Revenue
 Data Per General Ledger Account Balances For Finance Report

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 35,248	\$ 6,096	\$ 29,152
Private Fire Protection	\$ 84,980	82,198	2,782
Turn on/off Fees	\$ 47,424	54,615	(7,191)
Other Revenue-Water A	\$ 13,363	13,684	(321)
Install Fees-Sewer	\$ 70,731	6,105	64,626
Kings Bay Sewer Maint. Fees	\$ 18,165	18,563	(398)
Other Revenue-Sewer B	\$ 2,530	1,896	634
Penalties & Late Charges	\$ 110,389	114,234	(3,845)
Gain/Loss Sale of Assets C	\$ 16,105	0	16,105
Ag Land Lease	\$ 3,505	3,222	283
Merchant & Misc. Revenue D	\$ 200,347	116,360	83,987
Totals	<u>\$ 602,787</u>	<u>\$ 416,973</u>	<u>\$ 185,814</u>

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

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

- C Gain/Loss on Sale of Assets

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

SEPTEMBER 19, 2023

**INTERIM FINANCING AGREEMENT WITH SOUTH STATE BANK
RE: USDA – SOUTHWEST WW SERVICE AREA, SCEPTIC TO SEWER**

On September 3, 2021, the United States Department of Agriculture (USDA) extended its offer letter to the Authority, stating the terms by which it would finance the Southwest WW Service Area Septic to Sewer System project to the value of:

Loan	-	\$7,508,000
Grant	-	\$ 883,000
FL DEP Grant	-	\$2,664,091

As a policy (page 10 – section 17), USDA requires applicant for loans exceeding \$500,000, where loan funds can be borrowed on an interim basis from commercial sources for the construction period, that such finance will be used to preclude the necessity for multiple advances of USDA loan funds.

Since OUA’s loan application (stated above) exceeds the threshold established by USDA for the utilization of Interim Finance, the Authority evaluated South State Bank as the most responsive institution to the Authority’s RFP from a competitive field of three.

Following South State provision of their final copy of Non-Binding Proposal on August 2023 (see copy attached) along with USDA approval of the proposed agreement. The Authority’s Bond Counsel, Mr. William Capko of Lewis (who is present virtually to answer any question), Longman & Walker P.A. was commissioned to formulate Resolution 23-01, under the guidance of USDA, authorizing the Authority issuance of a not to exceed \$7,508,000 Utility System Capital Improvement Revenue Bond Anticipation Note along with the necessary Exhibit for detail & clarification.

Attached are copies of the following documents which staff ask that the Board consider and provide authorization to proceed with the formalization of the Interim Agreement with South State Bank:

- South State Non-Binding Agreement
- Resolution 23-01 Authorizing Issuance of Bond.
- Exhibit A – Bond Anticipation Note.

17. Interim Financing – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45.

18. Construction Account – You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

19. System Users – This letter of conditions is based upon your indication at application that there will be at least **4004** residential users and **656** non-residential users, on the existing and proposed system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.



NON-BINDING PROPOSAL

August 15, 2023

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

Dear Board of Directors,

SouthState Bank, N.A. ("the Bank") is pleased to have the opportunity to consider your loan request on behalf of Okeechobee Utility Authority (OUA). This letter is a Non-Binding Proposal. **All rates and terms of this term sheet are valid for closing prior to or on September 20, 2023.**

Borrower: Okeechobee Utility Authority (The Borrower or the Utility Authority).

Purpose: Proceeds will be used by the Borrower to provide interim financing for the septic to sewer conversion in OUA's Southwest Section Service Area (SWSA) known as Project 2.

The total project cost is estimated to be \$11,055,000 with the cost to be paid for with a \$2,664,000 Florida Department of Environmental Protection (FDEP) grant, a \$7,508,000 interim loan from a lender (this loan) and a USDA grant of \$883,000.

Loan Amount and Type: Not to exceed \$7,508,000 (Seven Million Five Hundred and Eight Thousand Dollars) in the form of a Bank Qualified Tax-Exempt loan. The loan is anticipated to tentatively close within 60 days of acceptance of this letter and subsequent commitment.

This is a non-Revolving draw facility.

Maturity Date: Thirty-Six Months from Closing Date. Subject to alignment with USDA approval

Interest Rate: **Option 1:** The rate shall be a tax-exempt floating interest rate of WSJ Prime x 0.79. Currently 6.72% as of 8/7/2023, subject to changes in Prime. Interest will be calculated on a 30/360-day count basis.

Option 2: Fixed Rate - The rate shall be a tax-exempt fixed interest rate of 5.53%. The rate may be fixed up to 40 days prior to closing.

Repayment Terms: Interest payments on the outstanding principal balance will be paid semi-annually on April 1st and October 1st of each year for the term of the loan. Interest payments will commence no less than 30 days following the closure of the loan.

Principal and Remaining Interest balance will be paid in full via proceeds of USDA loan and all other available sources of funds on or before Maturity Date.

Security:	The Note and the interest thereon will be payable from and secured by a pledge of the net proceeds of the USDA loan if and when received by the Borrower and are additionally payable from and secured by a lien upon and pledge of the Net Revenues (the "Pledged Revenues") of the Okeechobee Utility Authority on parity with existing senior debt.
Late Fees:	Bank may at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by the Bank within ten (10) days after the payment is due.
Event of Default:	Upon an event of default as described in the resolution, the Bank may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise. Remedies shall include acceleration in the event of payment default.
Default Rate:	WSJ Prime plus 3.00%.
Prepayment Penalty:	None.
Bank Fees:	Bank fees to borrower, including its Bond Counsel review, shall not exceed \$6,500. Bank will pay Bond Counsel fees in excess of \$6,500. It is understood that Lewis Longman & Walker, PA will prepare the documents on behalf of the Utility Authority with the Utility Authority bearing all closing costs.
Covenants:	<ol style="list-style-type: none"> 1) Audited Financial Statements within 270 days of fiscal year end and the Utility Authorities Budget within 60 days of adoption shall be provided to the Bank by the Utility Authority 2) The Utility Authority shall provide such other financial information from time to time as is reasonably requested by the Bank. 3) The Utility Authority agrees to take such actions as may be required by Treasury regulations in order to maintain the status of the loan as a tax-exempt obligation. In the event the loan is not considered Tax Exempt as a result of any action or inaction of the Town, the Bank reserves the right to increase the interest rate (see "Interest Rate" above) to the taxable rate equivalent rate. 4) The Authority is to establish rates and collect fees to provide Net Revenues of at least 1.10 times the Annual Debt Service Requirement for the Notes. Borrower to provide documentation showing covenants related to the Senior parity debt including the Official Statement from the Series 2020 debt.
Conditions:	1) Loan documents to be satisfactorily reviewed and approved by Bank's Bond Counsel. Documents to include customary utility system covenants related to operation and maintenance, sale or disposal, connection, free service, etc.

- 2)** Receipt of formal approval and authorization from the USDA, satisfactory to the Bank, in the form of an agency action or signed loan agreements confirming the grant and loan awards for the Southwest Wastewater Service Area Septic System to Sewer Wastewater Application letter dated September 3, 2021, and subsequent extension dated January 26, 2022. Subsequent extensions must provide a time frame beyond 10-2-2022.
- 3)** Formal approval and authorization from the Okeechobee Utility Authority for the proposed \$7,508,000 million loan to provide interim financing for the septic to sewer conversion in OUA's Southwest Section Service Area (SWSA) known as Project 2.
- 4)** Closing and subsequent funding of the loan subject to updated Source and Use of Funds statement based on current project bids to document sufficient funding/sources of funds will be available to complete the proposed project.
- 5)** Closing and subsequent funding of the loan subject to verification the Borrower has met all requirements as specified in the USDA application/loan agreement.
- 6)** Closing and subsequent funding of the loan subject to receipt of USDA's firm written commitment for take-out in an amount sufficient to pay off SouthState Bank's loan. Said commitment must be satisfactorily approved by SouthState Bank.
- 7)** All draw requests must be supported by documentation showing USDA has approved the issuance of the draw.

Governing Law: State of Florida

This Non-Binding Proposal is solely and exclusively intended to serve as a summary of potential credit facility terms and conditions as a basis for preliminary discussion purposes only and to demonstrate SouthState Bank's interest in reviewing your loan request and, subject to SouthState Bank's underwriting requirements, and submission of your request for approval. This proposal may not include all of the terms and provisions that may be contained in any binding commitment letter which may later be offered to you. No oral communications between the parties shall be deemed to supersede this Non-Binding Proposal or indicate any commitment to extend credit in any form.

We appreciate this opportunity to submit our proposal to Okeechobee Utility Authority for consideration, and if you have any questions, please do not hesitate to call me at 772-201-4991 or email at JTrefelner@SouthStateBank.com.

SouthState Bank, N.A. (SSB) is nationally chartered commercial banking institution. Neither SSB nor its representatives are acting as registered municipal advisors to Okeechobee Utility Authority on the proposed transaction. With regard to any loan(s) contemplated to be made to Okeechobee Utility Authority, Okeechobee Utility Authority acknowledges that SSB would be making the loan(s) as a privately negotiated transaction and that such loan(s) shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with the Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number. SSB acknowledges that it would be purchasing the loan for its own purposes without the intent to sell or trade, it is in the business of making loans and understands the risks associated with making such loan(s) and that it has performed its own review and due diligence with regard to determining the specific risks represented herein. Further, it is SSB's understanding that Okeechobee Utility Authority is extending this opportunity to other financial institutions, constituting a valid request for proposals, and that any conversations or recommendations regarding the structure of the loan would fall within that prescribed safe harbor.

Sincerely,



Jarrod Trefelner
SVP and Team Lead

August 15, 2023
Date

Acceptance:

By accepting this Non-Binding Proposal, you acknowledge and agree to the terms hereof, including without limitation the non-binding nature of this Proposal.

Authorized Signer

Date

Print Name: _____

Contact Information:

Jarrod Trefelner | SVP | Commercial Team Lead

5001 Okeechobee Rd | Fort Pierce, FL 34947

Cell 772.201.4991 | Office 772.293.0636 | Fax 772.257.3739

JTrefelner@SouthStateBank.com

RESOLUTION NO. 23-01

A RESOLUTION OF THE GOVERNING BODY OF THE OKEECHOBEE UTILITY AUTHORITY (THE "AUTHORITY BOARD"), AMENDING AND SUPPLEMENTING RESOLUTION NO. 99-3, AS AMENDED AND SUPPLEMENTED (THE "1999 RESOLUTION"), AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$7,508,000 UTILITY SYSTEM CAPITAL IMPROVEMENT REVENUE BOND ANTICIPATION NOTE, SERIES 2023 OF THE OKEECHOBEE UTILITY AUTHORITY AS PARI PASSU ADDITIONAL BONDS PURSUANT TO ARTICLE III, SECTION 4.G OF RESOLUTION NO. 99-3, FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS TO CONSTRUCT A SEWER COLLECTION SYSTEM TO SERVE THE AUTHORITY'S SOUTHWEST SECTION WASTEWATER SERVICE AREA (THE "PROJECT") IN ANTICIPATION OF RECEIPT BY THE AUTHORITY OF PROCEEDS FROM SALE OF ITS NOT EXCEEDING \$7,508,000 SERIES 2023 BONDS; AWARDING THE SALE OF SUCH NOTE TO SOUTHSTATE BANK, N.A. (THE "PURCHASER"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE SERIES 2023 NOTE; PROVIDING FOR THE TERMS AND PAYMENT OF SAID NOTE, AND THE RIGHTS, REMEDIES AND SECURITY OF THE HOLDERS OF SUCH NOTE; MAKING CERTAIN COVENANTS IN CONNECTION THEREWITH; DESIGNATING THE SERIES 2023 NOTE AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" WITHIN THE MEANING OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING THE PROPER OFFICERS OF THE AUTHORITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE AS TO THE SALE AND DELIVERY OF THE SERIES 2023 NOTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 10, 1994, Okeechobee County (the "County") and the City of Okeechobee (the "City") entered into an Interlocal Agreement (the "Interlocal Agreement") creating the Okeechobee Utility Authority (the "Authority"), which Interlocal Agreement is recorded at Official Records Book 360, Page 1684, Public Records of Okeechobee County, Florida; and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the Authority exists as a separate legal entity and an independent special district under Section 189.403(7), Florida Statutes; and

WHEREAS, the Authority was created to provide for a unified system of water and wastewater service for Okeechobee County and the areas formerly served by the Okeechobee Beach Water Association and provide for the potential of interconnects with other publicly held systems, so as to ensure the continued provision of a safe and healthy environment for the consumers of the utility system, and to protect the limited water supply capability of the

Okeechobee County environment in such a manner as will give priority to encouraging conservation and reduction of adverse environmental effects of excessive or improper withdrawals of water from concentrated areas, as well as the proliferation of septic tanks, package plants, and improper waste disposal; and

WHEREAS, pursuant to the terms of the Interlocal Agreement and the provisions of Part I of Chapter 163 of the Florida Statutes, the Authority has the authority to issue its revenue bonds for the purpose of financing the cost of acquiring, equipping, expanding, extending, modifying, and improving the System (as defined in the 1999 Resolution as hereinafter defined); and

WHEREAS, pursuant to Resolution No. 99-3, adopted by the Authority Board on March 9, 1999, as amended, and supplemented (the "1999 Resolution"), the Authority issued its \$22,410,000 Utility System Capital Improvement and Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds"); and

WHEREAS, the 1999 Resolution authorizes the issuance of pari passu additional Bonds payable from the Net Revenues of the System on a parity with the Series 1999 Bonds pursuant to Article III, Section 4.G of the 1999 Resolution; and

WHEREAS, the Authority has authorized the issuance of additional Bonds under the 1999 Resolution for the purpose of paying a portion of the costs of the Project; and

WHEREAS, the Authority has authorized the issuance of its not exceeding \$7,508,000 Utility System Capital Improvement Revenue Bonds, Series 2023 (the "Series 2023 Bonds") to be purchased by the United States of America, acting through the United States Department of Agriculture, Rural Utilities Services ("RUS"); and

WHEREAS, the Authority Board hereby determines that it is in the best interest of the Authority in order to provide interim financing for the Project to award the sale of the Series 2023 Note to the Purchaser pursuant to the terms of the proposal submitted by the Purchaser dated May 16, 2023; and

WHEREAS, the Authority Board hereby determines it to be in the best interest of the Authority to issue its Utility System Capital Improvement Revenue Bond Anticipation Note, Series 2023 (the "Series 2023 Note"), in an aggregate principal amount of not exceeding \$7,508,000 for the purposes set forth above, pursuant to the terms of the 1999 Resolution and this resolution.

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

SECTION 1. AUTHORITY OF THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 125, Chapter 159, Chapter 163 and Chapter 166, Florida Statutes, as amended and supplemented, and other applicable provisions of law (collectively, the "Act") and the 1999 Resolution.

SECTION 2. DEFINITIONS. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the 1999 Resolution which is hereby incorporated by reference.

SECTION 3. AUTHORIZATION OF SERIES 2023 NOTE. Additional Bonds are hereby authorized to be issued under and pursuant to this resolution and Article III, Section 4.G of the 1999 Resolution in the aggregate principal amount of not to exceed \$7,508,000. The Bonds hereby authorized shall be known as “Utility System Capital Improvement Revenue Bond Anticipation Note, Series 2023” (the “Series 2023 Note”). The Series 2023 Note shall be on a parity with any other pari passu additional Bonds and shall be entitled to the same benefit and security of the 1999 Resolution as any other pari passu additional Bonds issued pursuant to the 1999 Resolution. Payment of the principal of, premium, if any, and interest on the Series 2023 Note is secured by a pledge of the proceeds derived from the sale of the Series 2023 Bonds and also is secured by a pledge of the Net Revenues derived from the operation of the System. The Series 2023 Note shall be subject to the provisions of this resolution and the 1999 Resolution. Prior to the issuance of the Series 2023 Note the conditions of Article III, Section 4.G of the 1999 Resolution to the issuance of pari passu additional Bonds thereunder shall be satisfied. The Series 2023 Note shall be dated the date of its execution and delivery, which shall be October 3, 2023 or such other date agreed upon by the Authority and the Purchaser and the provisions shall be substantially in the form of the Series 2023 Note attached hereto as Exhibit A, with such changes as may be approved by the Chairman of the Authority Board, such approval to be conclusively evidenced by the execution thereof by the Chairman of the Authority Board.

The Series 2023 Note shall be issued in fully registered form, without coupons; shall be in the denomination of \$7,508,000; shall be initially numbered R-1 and upon any transfer or exchange consecutively from one upward; shall mature thirty-six months from the date of issuance and shall bear interest from its date payable at maturity, at a rate per annum (computed on a 360-day per year basis) determined as set forth in the form of Series 2023 Note herein.

SECTION 4. COVENANTS OF THE AUTHORITY. For so long as the principal of and interest on the Series 2023 Note shall be outstanding and unpaid or until there shall have been irrevocably set apart a sum sufficient to pay, when due, the entire principal of the Series 2023 Note remaining unpaid, together with interest accrued and to accrue thereon, the Authority covenants with the holder of the Series 2023 Note as follows:

A. Upon receipt of the proceeds of the sale of the Series 2023 Bonds, the Authority shall apply such proceeds as follows:

1. There shall be transmitted to the paying agent or the escrow holder for the Series 2023 Note, as appropriate, the amount required to pay, or which, when invested as permitted by this resolution, will be sufficient to pay, the principal of and interest due on the Series 2023 Note.

2. The remaining balance, if any, shall be deposited into the 2023 Project Account.

B. The covenants and pledges (to the extent that the same are not inconsistent) contained in the 1999 Resolution shall be deemed to be for the benefit and protection of the Series 2023 Note and the holders thereof in like manner as applicable to the Bonds and the holders thereof.

C. The Authority in good faith shall endeavor to sell and deliver a sufficient principal amount of the Series 2023 Bonds or other obligations in order to have funds available to pay the Series 2023 Note as it becomes due.

D. The Authority at all times while the Series 2023 Note and the interest thereon are outstanding will comply with the requirements of the Internal Revenue Code of 1986, as amended, and any valid and applicable rules and regulations promulgated thereunder, to the extent necessary to preserve the exemption from federal income taxation of the interest on the Series 2023 Note.

E. The Authority will construct the 2023 Project substantially in accordance with the descriptions thereof submitted to RUS in connection with the application for purchase of the Series 2023 Bonds and the plans and specifications developed by the Consulting Engineers to the District.

F. The Authority will comply with all conditions established by RUS for the purchase of the Series 2023 Bonds, as set forth in the Letter of Conditions, dated April 10, 2023, from RUS to the Authority (the "Letter of Conditions").

G. The Authority shall provide to the Purchaser the Authority's Audited Financial Statements within 270 days of fiscal year end and the Authority's Budget within 60 days of adoption. The Authority shall also provide such other financial information from time to time as is reasonably requested by the Purchaser.

SECTION 5. DEFEASANCE. If, at any time, the Authority shall have paid, or shall have made provision for the payment of, the principal and interest with respect to the Series 2023 Note, then, and in that event, the pledge of and lien on the proceeds of the sale of the Series 2023 Bonds (if not so used to pay the principal of and interest on the Series 2023 Note) in favor of the holder of the Series 2023 Note shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or principal and interest of direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in irrevocable trust with a banking institution or trust company, for the sole benefit of the holder of the Series 2023 Note, to make timely payment of the principal and interest on the outstanding Series 2023 Note, shall be considered "provision for payment."

SECTION 6. MODIFICATION OR AMENDMENT. No adverse material modification or amendment of this resolution or of any resolution or resolution amendatory hereof or supplemental hereto, as applicable, may be made without the consent in writing of the holders of 51% or more in aggregate principal amount of the Series 2023 Note so affected by such modification or amendment; provided, however, that no modification or amendment shall

permit a change in the maturity of the Series 2023 Note or a reduction in the rate of interest thereon, or in the amount of principal obligation thereof, or affect the promise of the Authority to pay the principal of and interest on the Series 2023 Note as the same shall become due from the special funds described in this resolution, or reduce the percentage of the holders of the Series 2023 Note required to consent to any adverse material modification or amendment hereof, without the consent of all of the holders of the Series 2023 Note.

SECTION 7. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2023 Note issued hereunder.

SECTION 8. REPEAL OF INCONSISTENT INSTRUMENTS. All resolutions, resolutions or parts thereof in conflict with this resolution are hereby repealed to the extent of such conflict.

SECTION 9. ADDITIONAL PARITY BONDS. Parity bonds may be issued to complete the Project, subject to the requirements set forth in Article III, Section 4.G of the 1999 Resolution. Otherwise, parity bonds may not be issued unless acceptable documentation is provided establishing that Net Revenues for the fiscal year following the year in which such bonds are to be issued will be at least 120 percent of the average annual debt serviced requirements on all Bonds outstanding, including the Series 2023 Note and the proposed additional parity Bonds. For purposes of this section, Net Revenues shall have the meaning set forth in the 1999 Resolution. And the estimated Annual Debt Service Requirement shall exclude the debt service on the Series 2023 Note and include the expected debt service on the Series 2023 Bonds (as set forth in the Letter of Conditions). This limitation may be waived or modified by the written consent of the holder of the Series 2023 Note. Junior and subordinate bonds may be issued in accordance with the 1999 Resolution.

SECTION 10. REQUIRED INSURANCE. In addition to the insurance coverage requirements set forth in Article III, Section 4.H of the 1999 Resolution, the Authority shall maintain coverage for fidelity or employee dishonesty bonds as set forth in 7 CFR 1780.39(g)(3) in an amount no less than the estimated annual debt service requirements for the Series 2023 Bonds.

SECTION 11. NO MORTGAGE OR SALE OF THE SYSTEM. The Authority irrevocably covenants, binds, and obligates itself not to sell, lease, encumber or in any manner dispose of the System as a whole or any substantial part thereof (except as provided below) until the Series 2023 Note and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 5 hereof.

The foregoing provision notwithstanding, the Authority shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System in

the following manner, if any one of the following conditions exist: (A) such property is not necessary for the operation of the System, (B) such property is not useful in the operation of the System, (C) such property is not profitable in the operation of the system, or (D) in the case of a lease of such property, such lease will be advantageous to the System and will not adversely affect the security for the holders of the Series 2023 Note.

Prior to any such sale, lease or other disposition of said property: (1) if the amount to be received therefor is not in excess of one-half of one percent of the value of the fixed assets of the System at original cost, an authorized Authority official shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section have been met; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of one-half of one percent of the value of the gross plant of the System at original cost, an authorized Authority official shall first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second paragraph of this Section 11 have been met, and the Authority shall, by resolution, duly adopt, approve and concur in the finding of the authorized Authority official.

The proceeds from such sale, lease or other disposition shall be deposited or credited to the Revenue Fund.

The Authority may make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the System if such contract, license, easement or right does not impede or restrict the operation by the Authority of the System, but any payments to the Authority under or in connection with any such contract, license, easement or right in respect of the System or any part thereof shall constitute Gross Revenues.

Prior to any sale, lease, or other disposal of any portion of the System pursuant to this Section, the Authority will provide notice thereof to the Holders of any Note Outstanding.

SECTION 12. RATE COVENANT. The Authority shall establish rates and collect fees to provide Net Revenues of at least 1.10 times the Annual Debt Service Requirement for the Series 2023 Note and all other outstanding Bonds.

SECTION 13. AUTHORIZATIONS. The Chairman of the Authority Board, the Authority Clerk, the Finance Director, the Executive Director, the Authority Attorney and any member of the Authority Board are hereby jointly and severally authorized to do all acts and things required of them by this resolution, the 1999 Resolution or otherwise desirable or consistent with the requirements hereof or thereof, for the full punctual and complete performance of all terms, covenants and agreements contained herein and in the 1999 Resolution and all such other actions, documents and certifications contemplated herein.

SECTION 14. BANK QUALIFIED ISSUE. The Authority hereby designates the Series 2023 Note to be “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code.

SECTION 15. 1999 RESOLUTION IN FULL FORCE AND EFFECT. Except as hereby amended and supplemented, the 1999 Resolution shall remain in full force and effect.

SECTION 16. EFFECTIVE DATE. The resolution shall take effect immediately upon its adoption.

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

The Chairman thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2023.

OKEECHOBEE UTILITY AUTHORITY

(SEAL)

Attest:

By: _____
Chairman

Executive Director

The foregoing resolution is hereby approved by me as to form, language and execution this _____ day of _____, 2023.

Authority Attorney

STATE OF FLORIDA

COUNTY OF OKEECHOBEE

I, _____, do hereby certify that I am the duly qualified Executive Director of the Okeechobee Utility Authority, Okeechobee County, Florida.

I further certify that the above and foregoing constitutes a true and correct copy of a resolution adopted at a meeting of the Authority Board of said Authority held on _____, 2023, as said resolution is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Okeechobee Utility Authority this ____ day of _____, 2023.

Executive Director

(SEAL)

EXHIBIT A

NO. R-1

OKEECHOBEE UTILITY AUTHORITY UTILITY SYSTEM
CAPITAL IMPROVEMENT REVENUE BOND ANTICIPATION NOTE, SERIES 2023

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
5.53%	_____, 2026	_____, 2023

REGISTERED OWNER: SouthState Bank, N.A.

PRINCIPAL AMOUNT: \$7,508,000.00

KNOW ALL MEN BY THESE PRESENTS, that the Okeechobee Utility Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above the principal amount then outstanding pursuant to the terms of that certain Resolution No. 23-01 adopted by the Authority Board on September 19, 2023, plus interest thereof from the Date of Issue set forth above to the date of payment thereof, at the Rate of Interest until payment of the Principal amount above stated, such interest to be calculated on a 360-day year. This Note shall bear interest at a fixed rate of interest equal to 5.53%. Interest on the Note shall be payable on each April 1 and October 1 of each year, commencing April 1, 2024, and at the maturity of the Note. Principal and Interest due on this Note shall be paid on or before the Maturity Date.

This Note may be prepaid in whole, but not in part, at any time prior to maturity, at the option of the Authority, from any moneys legally available thereof, upon 10 days written notice to the Registered Owner, by paying the Registered Owner the outstanding principal amount of this Note, together with unpaid interest accrued on the outstanding principal amount of this Note to the date of such prepayment. Capitalized terms used herein and not defined are used as defined in the Resolution (as defined below).

This Note is issued under the authority of the Constitution and Statutes of the State of Florida, including particularly, Chapters 125, 159, 163 and 166, Florida Statutes, and other applicable provisions of law, and pursuant and subject to the terms and conditions of Resolution No. 99-3 duly adopted by the Authority Board on March 9, 1999, as amended and supplemented, particularly as amended and supplemented by Resolution No. 23-01 duly adopted by the Authority Board on September 19, 2023 (collectively, the "Resolution"), to which reference should be made to ascertain those terms and conditions.

Any amount due hereunder not paid when due shall bear interest at a default rate equal to the Wall Street Journal Prime rate plus 3% per annum from and after five (5) days after the date due.

Subject to the limitations and restrictions set forth in the Resolution, payment of the principal of, premium, if any, and interest on this Note is secured by a pledge of the proceeds derived from the sale of the Series 2023 Bonds and is also secured by a pledge of the Net Revenues derived from the operation of the System (the "Pledged Funds").

This Note shall not constitute a general obligation or indebtedness of the Authority, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the Authority for the payment of the principal of and interest on this Note. This Note shall not constitute a lien upon the System, or upon any property of or in the Authority, but shall be payable solely from the Pledged Funds in the manner provided in the Resolution. Reference is made to the Resolution for the provisions relating to the security for payment of this Note and the duties and obligations of the Authority hereunder.

Pursuant to the Resolution, the Authority has deemed designated this Note as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Notwithstanding anything in this Note or in the Resolution to the contrary, upon payment in full of this Note, the Registered Owner shall not be required to surrender or mark this Note "cancelled" until all amounts due under this Bond and the Resolution have been paid in full.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the Board of the Okeechobee Utility Authority has caused this Note to be executed by its Chairman, and attested by its Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated _____, 2023.

OKEECHOBEE UTILITY AUTHORITY

Chairman, Board of Okeechobee Utility Authority

ATTEST:

Executive Director

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

SEPTEMBER 19, 2023

KING’S BAY MAINTENANCE AGREEMENT

As required by King’s Bay Agreement, the OUA is to review the past year’s expenses incurred by the King’s Bay development. After review and tabulation of these expenses, a monthly service fee is to be established for the coming year.

The following table lists the previous fees paid by King’s Bay.

YEAR	MONTHLY CHARGE (\$)
2004	\$7.89
2005	\$6.21
2006	\$4.54
2007	\$6.56
2008	\$7.51
2009	\$8.30
2010	\$6.29
2011	\$7.28
2012	\$5.03
2013	\$4.37
2014	\$4.88
2015	\$5.03
2016	\$4.28
2017	\$6.19
2018	\$5.80
2019	\$5.47
2020	\$9.60
2021	\$9.57
2022	\$7.22

The costs considered for this year are as follows:

Total Field Labor (Maint.)	\$8,999.75
Equipment	\$4,921.60
Parts & Materials	\$1,145.31
15% Admin Fee	\$171.80
Accounts	176
Monthly Fee	\$7.22

Staff recommends the Board adopt a \$7.22 cost per month for King’s Bay accounts.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

SEPTEMBER 19, 2023

OKEECHOBEE COUNTY DELEGATION MEETING

Please find included with this agenda item a draft of the Okeechobee Utility Authority Legislative Priorities.

After review and discussion:

OUA staff is requesting approval for the OUA Board Chairman and or Executive Director to prepare and execute any forms or paperwork to facilitate the presentation of the 2024 Okeechobee Utility Authority Legislative Priorities and to present the same to the Delegation on October 4, 2023.



OKEECHOBEE UTILITY AUTHORITY

2024-2025 Legislative Priorities

The Okeechobee Utility Authority (OUA) is very appreciative for your support and dedication to our community. Thank you for your continued commitment to our rural areas and for the water quality grant funding programs that address septic to sewer, stormwater, drainage and flooding projects.

The OUA is committed to protecting our environment by providing for clean water and safe sanitary collection disposal to a centralized system and protection of Lake Okeechobee Watershed Basin. We have several septic to sewer water-quality projects under design and/or construction, which includes the Southwest Service Area, Southwest 5th Avenue, Treasure Island Service Area including the Okee-Tantie Wastewater Improvements. Your support has been significant for these water quality projects, thank you!

We are respectfully seeking your support through the Legislative Appropriation Project Requests program pertaining two projects this year:

1. **OUA Headquarters Resilience Hardening Improvements: \$750,000.00** – The OUA is seeking funding assistance for hardening improvements to our historic office building, which was constructed in 1915 that originally served as the People’s Bank of Okeechobee. Funds will be used to replace old entryways, roof replacement, ADA compliance improvements, painting, etc.
Project Cost: \$1,000,000.00
Funds Needed: \$750,000.00
Matching Funds: \$250,000.00
2. **Basswood West Potable Water Distribution System Improvements: \$4,400,000.00** – Funds will be used for contractual preliminary engineering, final design, surveying, bidding, project management, engineering during construction and construction services for water infrastructure that includes water mains, fire hydrants, and household connections.

The OUA has applied to the FDEP Water Quality Protection Grant Program again this year for funding assistance pertaining to the SWSA/Okee-Tantie and SW 5th Avenue projects, which are currently under design and/or construction.

- **Southwest Service Area (SWSA)/Okee-Tantie: Grant Funding Requested: \$2,750,000.00** -- When completed, approximately 500-700 septic tank systems will be removed from service. Removal of these systems will keep approximately 6.7 ton of nitrogen and 1.6 tons of phosphorus a year from entering the groundwater and local surface waters. The regional WWTP utilizes 100% reclaimed water use, saving fresh water for other/better beneficial uses.
Project Cost: \$33,988,143.00
Matching Funds: \$31,238,143.00
Grant Funds Requested/Needed: \$2,750,000.00
Completions Date: 06/30/2026



OKEECHOBEE UTILITY AUTHORITY

2024-2025 Legislative Priorities

- **Southwest 5th Avenue: Grant Funding Requested: \$4,000,000.00** -- When completed, an approximate 110 septic tank systems will be removed from service. Removal of these systems will keep approximately one (1) ton of nitrogen and 0.25 tons of phosphorus a year from entering the groundwater and local surface waters. With the permanent removal of septic tanks, the annual nutrient loadings will be reduced by 2,000 pounds of TN per year and 500 pounds of TP per year. The regional WWTP utilizes 100% reclaimed water use, saving fresh water for other/better beneficial uses.
Project Cost: \$6,500,000.00
Matching Funds: \$2,500,000.00
Grant Funds Applied For/Needed: \$4,000,000.00
Completions Date: 2026
- **Wastewater Treatment Facility for Northeast Glades County Area: Grant Funding Requested: \$19,750,000.00** -- Northeastern area of Glades County on SR78 & the Rim Canal surrounding Lake Okeechobee requires wastewater treatment to address development including ±1,400 single/multi-family, schools & light commercial. WWTP would allow for future expansion to convert existing OSTDS in Buckhead Ridge. WWTP to be designed & constructed initially at 850,000 GPD treatment, preventing approx. 12.6 tons of TN & 3 tons of TP per year from entering State waters due to septic tank runoff when implemented.
Project Cost: \$22,250,000.00
Matching Funds: \$2,500,000.00
Grant Funds Applied For/Needed: \$19,750,000.00
Completions Date: 2027

Regulatory support for mandatory removal of septic tanks and connection to a centralized sewer system when a centralized sewer system becomes available. Modifications to 381.00655 F.S. providing for “financial incentives” in the event of non-connect.

Lake Okeechobee Concerns:

For the OUA to continue to receive all of their drinking water and fire protection needs from Lake Okeechobee in order to serve the City of Okeechobee, Okeechobee County and Glades County areas.

- Please monitor utility legislation that may have or require unfunded mandates or bring unnecessary business restrictions.
- Continue funding for Special Category Grants, Historic Architecture Restoration.
- Support transfer of ownership of the Cemetery Road Wastewater Treatment Facility from the State of Florida to the Okeechobee Utility Authority.
- Support of the Legislative issues for:
 - Okeechobee County
 - City of Okeechobee
 - Okeechobee County School District



OKEECHOBEE UTILITY AUTHORITY

2024-2025 Legislative Priorities

Okeechobee Utility Authority Board of Directors

Tommy Clay
Chairperson

John Gilliland
Board Member

Tabitha Trent
Vice-Chairperson

Harry Moldenhauer
Alternate

Steve Nelson
2nd Vice-Chairperson

Glenn Sneider
Alternate

Melanie Anderson
Board Member

Contact Information:

Mr. John Hayford, P.E., Executive Director

Email: jhayford@ouafl.com

Phone: 863-763-9460

Cell: 863-634-9791

Address:

100 SW 5th Avenue

Okeechobee, Florida 34974

DRAFT

Participation Request Form

Okeechobee County Legislative Delegation Meeting
Judge William L. Hendry Courtroom, Room 270
304 NW 2nd Street Okeechobee Florida
October 4th 2023

Name of Organization: Okeechobee Utility Authority
Contact Person: Mr. John Hayford, Executive Director
Phone: 863-634-9791
Email: jhayford@ouafl.com
Address: 100 SW 5th Avenue
City, State, Zip: Okeechobee, FL 34974
Person Presenting: Chairman Tommy Clay
Topic of Presentation and Comments:

- See attached OUA 2024-2025 Legislative Priorities

Please return this request and supporting summary to dana.orr@myfloridahouse.gov on or before September 25, 2023.

Presenters who wish to provide extensive supporting materials to the Delegation must submit 6 copies of those materials to 205 South Commerce Ave. Suite B, Sebring Florida 33870 by 4:00 PM on September 25, 2023. Each set of materials must be three-hole punched at the left margin.

If you have questions, please call our Sebring district office at 863-386-6000.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

SEPTEMBER 19, 2023

SWSA PROJECT 1 MASTER FORCE MAIN

This agenda item is submitted today as a project closeout. This project has exceeded contract time and is under contract price. The additional contract time is primarily due to gopher tortoise issues within the project boundaries. The OUA has not been harmed in anyway due to the time lost.

Please find attached from Sumner Engineering & Consulting, Inc. (SEC), a Change Order No. 1 where a request is being made to add contract time for Substantial and Final Completion. As noted by SEC, the new Substantial Completion date is July 20, 2023 and a Final Completion date of September 8, 2023. Additionally, this change order reduces the Contract Price by \$50,000 lowering the contract price from \$1,241,740 to \$1,191,740. This is a result of the contingency money which is included in the bid price that was not used during the course of the work.

After review and discussion:

Staff is recommending approval of Change Order No. 1 adding contract time and reducing contract price for the SWSA Master Force Project.

Additionally, you find attached Pay Application No. 11 for \$74,696.80. This pay application submitted by the contractor includes all fees, charges, retainage and monies due the contractor for this project.

After review and discussion:

Staff is recommending approval of Pay Application No. 11 for \$74,696.80, paid to Go Underground Utilities, LLC for all work conducted in completing the SWSA Master Force Project.

NOTICE OF ACCEPTABILITY OF WORK (Modified)

PROJECT: SWSA Project 1 Master Force Main

OWNER: Okeechobee Utility Authority

CONTRACTOR: Go Underground Utilities, LLC

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: N/A

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: May 23, 2022

ENGINEER: Sumner Engineering & Consulting, Inc.

NOTICE DATE: September 11, 2023

To: Okeechobee Utility Authority
Owner

And To: Go Underground Utilities, LLC
Contractor

From: Sumner Engineering & Consulting, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable as of the **FINAL COMPLETION date of September 8, 2023**, expressly subject to the provisions of the related Contract Documents, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____
Jeffrey M. Sumner, PE

Title: _____
President

Dated: _____
September 11, 2023



September 11, 2023

Okeechobee Utility Authority Board of Directors
Attn: John H Hayford, Executive Director
100 SW 5th Avenue
Okeechobee, FL 34974

**RE: OUA – SWSA Master Force Main
Go Underground Utilities LLC – Change Order No. 1**

Mr. Hayford:

Please find attached Change Order No. 1 for the SWSA Project 1 Master Force Main, recommended for approval. The requested change order is intended to “close out” the contract, and addresses the following:

- Reduction of the overall contract amount by \$50,000. This deductive change order covers unused Owner’s Allowance dollars.
- Extension of the original contract dates, changing the “Substantial Completion” date from December 19, 2022 to July 20, 2023, and the “Ready for Final Payment” date from January 18, 2023 to September 8, 2023. As previously discussed with you and the Board, we believe that the delay in project completion was largely outside the control of the contractor. Further, until completion of the SWSA Project 2 Vacuum System, the SE-2 Diversion Force Main, and/or the Okee-Tantie Force Main, there is no available wastewater flow to this system – therefore, OUA has not been “damaged” by the delay. For these reasons, we recommend approval of the time extensions shown on the change order without assessing liquidated damages.

As always, please feel free to reach out to us with any questions.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M Sumner, PE
President

Date of Issuance: September 19, 2023	Effective Date: September 19, 2023
Owner: Okeechobee Utility Authority	Owner's Contract No.:
Contractor: Go Underground Utilities, LLC	Contractor's Project No.:
Engineer: Sumner Engineering & Consulting, Inc.	Engineer's Project No.: 19-04.D
Project: SWSA Master Force Main	Contract Name:

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

Description: **Contract price adjustments to reflect unused Owner's Allowance. Contract time adjustment as shown.**

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,241,740.00</u>	Original Contract Times: Substantial Completion: <u>12/19/22</u> Ready for Final Payment: <u>01/18/23</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>n/a</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,241,740.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>12/19/22</u> Ready for Final Payment: <u>01/18/23</u> days or dates
<u>Decrease</u> of this Change Order: \$ <u>50,000.00</u>	<u>Increase</u> of this Change Order: Substantial Completion: <u>07/20/23</u> Ready for Final Payment: <u>09/08/23</u> days or dates
Contract Price incorporating this Change Order: Order: \$ <u>191,740.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>07/20/23</u> Ready for Final Payment: <u>09/08/23</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>President, SEC, Inc.</u>	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



September 11, 2023

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

RE: SWSA Master Force Main Project
Go Underground Utilities, LLC – Pay Application No. 11 (FINAL)

Mr. Hayford:

Please find attached Pay Application No. 11 for the SWSA Master Force Main project, recommended for payment in the amount of \$74,696.80, which covers all project work confirmed to have been completed, less previous payments. Please note that, as the project has been deemed complete, retainage has been reduced to zero. All required backing documentation has been provided.

Approval of this final pay application is recommended contingent upon the Board approving Change Order 1, which reduced the contract amount by the amount of unused Owner's Allowance dollars, and extends the contract dates without liquidated damages.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President



Contractor's Application for Payment No. 11

Application Period:		Application Date: 9/11/2023
To (Owner): Okeechobee Utility Authority	From (Contractor): GO Underground Utilities, LLC	Via (Engineer): Sumner Engineering
Project: SWSA Master Force Main	Contract: SWSA Master Force Main	
Owner's Contract No.: 19-04	Contractor's Project No.:	Engineer's Project No.: 19-04

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1		\$50,000.00	1. ORIGINAL CONTRACT PRICE	\$ \$1,241,740.00
			2. Net change by Change Orders	\$ \$50,000.00
			3. Current Contract Price (Line 1 ± 2)	\$ \$1,191,740.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$1,191,740.00
			5. RETAINAGE:	
			a. X Work Completed.....	\$
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ \$1,191,740.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ \$1,117,043.20
			8. AMOUNT DUE THIS APPLICATION	\$ \$74,696.80
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS		\$50,000.00		
NET CHANGE BY CHANGE ORDERS		-\$50,000.00		

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.

Crayton Tillman
 Contractor Signature

By: Crayton Tillman Date: 9/11/2023

Payment of: \$ 74,696.80
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Jeffrey M Sumner, PE 09/11/23
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
 (Owner)

Approved by: _____ (Date)
 Funding or Financing Entity (if applicable)

#NAME?

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SWSA Master Force Main						Application Number: 11					
Application Period:						Application Date: 9/11/2025					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/H)	Balance to Finish (H - F)
		Item Quantity	Units	Unit Price							
6a	12" HDPE and MJ fittings (install, owner supplied)	23,660	LF	\$35.00	\$828,100.00	23660	\$828,100.00		\$828,100.00	100.0%	
6b	4" Gate Valve, MJ, DI (install, owner supplied)	1	EA	\$600.00	\$600.00	1	\$600.00		\$600.00	100.0%	
6c	6" Gate Valve, MJ, DI (install, owner supplied)	1	EA	\$700.00	\$700.00	1	\$700.00		\$700.00	100.0%	
6d	12" Gate Valve, MJ, DI (install, owner supplied)	29	EA	\$800.00	\$23,200.00	29	\$23,200.00		\$23,200.00	100.0%	
6e	2" ARV (install, owner supplied)	7	EA	\$2,000.00	\$14,000.00	7	\$14,000.00		\$14,000.00	100.0%	
7	Jack and Bore (Furnish and install)	220	LF	\$637.00	\$140,140.00	220	\$140,140.00		\$140,140.00	100.0%	
Totals					\$1,006,740.00		\$1,006,740.00		\$1,006,740.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SWSA Master Force Main					Application Number: 11					
Application Period:					Application Date: 9/11/2023					
A				B	C	D	E	F		
Item			Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price							Total Value of Item ($)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

SEPTEMBER 19, 2023

SWSA PROJECT 1 MASTER PUMP STATION

This agenda item is submitted today as a project closeout. This project has exceeded contract time and is under contract price. The additional contract time is primarily due to issues outside of the contractors' control and the OUA has not been harmed in anyway due to the additional contract time as noted in the engineers' letter.

Please find attached from Sumner Engineering & Consulting, Inc. (SEC), a Change Order No. 2 where a request is being made to add contract time for Substantial and Final Completion. As noted by SEC, the new Substantial Completion date is July 5, 2023 and a Final Completion date of September 8, 2023. Additionally, this change order reduces the Contract Price by \$95,543.25 lowering the current contract price from \$1,477,316.72 to \$1,381,773.47. This is a result of the contingency money which is included in the bid price that was not used during the course of the work.

After review and discussion:

Staff is recommending approval of Change Order No. 2 adding contract time and reducing contract price for the SWSA Master Pump Station Project.

Additionally, you find attached Pay Application No. 11 for \$74,237.67. This pay application submitted by the contractor includes all fees, charges, retainage and monies due the contractor for this project.

After review and discussion:

Staff is recommending approval of Pay Application No. 11 for \$74,237.67, paid to Felix Associates of Florida, Inc. for all work conducted in completing the SWSA Master Pump Station Project.

NOTICE OF ACCEPTABILITY OF WORK (Modified)

PROJECT: SWSA Master Pump Station

OWNER: Okeechobee Utility Authority

CONTRACTOR: Felix Associates, Inc.

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: N/A EFFECTIVE

DATE OF THE CONSTRUCTION CONTRACT: February 17, 2022

ENGINEER: Sumner Engineering & Consulting, Inc.

NOTICE DATE: September 10, 2023

To: Okeechobee Utility Authority
Owner

And To: Felix Associates, Inc.
Contractor

From: Sumner Engineering & Consulting, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable as of the **FINAL COMPLETION date of September 8, 2023** expressly subject to the provisions of the related Contract Documents, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.



September 10, 2023

Okeechobee Utility Authority Board of Directors
Attn: John H Hayford, Executive Director
100 SW 5th Avenue
Okeechobee, FL 34974

**RE: OUA – SWSA Master Pump Station
Felix Associates if Florida, Inc. – Change Order No. 2**

Mr. Hayford:

Please find attached Change Order No. 2 for the SWSA Project 1 Master Pump Station, recommended for approval. The requested change order is intended to “close out” the contract, and addresses the following:

- Reduction of the overall contract amount by \$95,543.25. This deductive change order covers unused Owner’s Allowance dollars.
- Extension of the original contract dates, changing the “Substantial Completion” date from February 20, 2023 to July 5, 2023, and the “Ready for Final Payment” date from April 21, 2023 to September 8, 2023. As previously discussed with you and the Board, we believe that the delay in project completion was largely outside the control of the contractor. Further, until completion of the SWSA Project 2 Vacuum System, the SE-3 Diversion Force Main, and/or the Okee-Tantie Force Main, there is no available wastewater flow to this system – therefore, OUA has not been “damaged” by the delay. For these reasons, we recommend approval of the time extensions shown on the change order without assessing liquidated damages.

As always, please feel free to reach out to us with any questions.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M Sumner, PE
President

cc: Bill Lynch, Jones Edmunds (electronic copy)

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____
Jeffrey M. Sumner, PE

Title: _____
President

Dated: _____
September 10, 2023

Date of Issuance: **September 19, 2023** Effective Date: **September 19, 2023**
 Owner: **Okeechobee Utility Authority** Owner's Contract No.:
 Contractor: **Felix Associates of Florida, Inc.** Contractor's Project No.:
 Engineer: **Sumner Engineering & Consulting, Inc.** Engineer's Project No.: **19-04**
 Project: **SWSA Master Pump Station** Contract Name:

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

Description: **Contract price adjustments to reflect unused Owner's Allowance. Contract time adjustment as shown.**

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,894,600</u>	Original Contract Times: Substantial Completion: <u>02/20/23</u> Ready for Final Payment: <u>04/21/23</u> days or dates
) _____ from previously approved Change Orders No. to No. : _____ \$ <u>417,283.28</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,</u>	Contract Times prior to this Change Order: Substantial Completion: <u>02/20/23</u> Ready for Final Payment: <u>04/21/23</u> days or dates
<u>Decrease</u> of this Change Order: \$ _____	<u>Increase</u> of this Change Order: Substantial Completion: <u>07/05/23</u> Ready for Final Payment: <u>09/08/23</u> days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>07/05/23</u> Ready for Final Payment: <u>09/08/23</u> days or dates

<p>RECOMMENDED:</p> <p>By: _____ Engineer (if required)</p> <p>Title: <u>President, SEC, Inc.</u></p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
--	---	--

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



September 10, 2023

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

RE: SWSA Master Pump Station Project
Felix Associates, Inc. – Pay Application No. 11 (FINAL Pay Application)

Mr. Hayford:

Please find attached Pay Application No. 11 for the SWSA Master Pump Station project, recommended for payment in the amount of \$74,237.67, which covers all project work confirmed to have been completed, less previous payments. Please note that, as the project has been deemed complete, retainage has been reduced to zero. All required backing documentation (consent of surety, final release of liens, etc.) have been provided.

Approval of this final pay application is recommended contingent upon the Board approving Change Order 2, which reduced the contract amount by the amount of unused Owner's Allowance dollars, and extends the contract dates without liquidated damages.

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

cc: Bill Lynch (via email)

CONTRACTOR APPLICATION FOR PAYMENT

DOCUMENT G702

PAGE ONE OF FOUR PAGES

CONTRACTOR:

Felix Associates of Florida, Inc.
8528 SW Kansas Ave.
Stuart, FL 34997
(772) 220-2722

PROJECT:

OUA Master Pump Station
Project Number 19775-001-02

ENGINEER:

Summer Engineering & Consulting, Inc.
410NW 2nd Street
Okeechobee, FL 34972
Jeffrey M. Sumner, PE

ARCHITECT / OWNER:

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

APPLICATION NO: **11**

Distribution to:

PROJECT NO: **269**

OWNER

APPLICATION DATE: **06/26/23**

CONTRACTOR

PERIOD FROM: **06/01/23**

ENGINEER

PERIOD TO: **08/31/23**

OTHER

CONTRACT DATE: **01/14/22**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,894,600.00
2. Net change by Change Orders	\$	(512,826.53)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,381,773.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,381,773.47
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	-
b. 0 % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,381,773.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702)	\$	1,307,535.80
8. CURRENT PAYMENT DUE	\$	74,237.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor	\$ -	\$ (512,826.53)
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ (512,826.53)
NET CHANGES by Change Order	\$ -	\$ (512,826.53)

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: Felix Associates of Florida, Inc.

By: Andres Merizalde

Date: 9/8/2023

OWNERSHIP (OR AGENT):

By: _____

Date: _____

OWNER'S PROJECT MANAGEMENT:

Approved for Owner App: _____

Approved for Payment: _____

Initials

Date

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$ 74,237.67

(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: **Jeffrey M. Sumner, PE**

09/10/2023

By: _____

Date: _____

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

REQUISITION # 11

Project Name: OUA Master Pump Station

PERIOD ENDIN 8/31/2023

Line Item	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		RETAINAGE	% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED		
13	TESTING ALLOWANCE				\$ 4,000.00								
13.1	Testing Allowance	1	LS	\$ 4,000.00	\$ 4,000.00	1.15	\$ 4,611.75		\$ -	1.15	\$ 4,611.75	\$ -	115%
14	OWNER'S ALLOWANCE				\$ 100,000.00								
14.1	Owner's Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	0.05	\$ 5,095.00		\$ -	0.05	\$ 5,095.00	\$ -	5%
15.2	COR#008 - Asphalt Driveway Credit	1	LS	\$ (1,250.00)	\$ (1,250.00)	0.00	\$ -	1.00	\$ (1,250.00)	1.00	\$ (1,250.00)	\$ -	100%
15	CHANGE ORDER NO. 1				\$ (417,283.28)								
15.1	COR#001 - Offset Reducing HDPE Spool	1	LS	\$ 5,221.96	\$ 5,221.96	1.00	\$ 5,221.96		\$ -	1.00	\$ 5,221.96	\$ -	100%
15.2	COR#002 - Upsize FM to 12"	1	LS	\$ 12,560.00	\$ 12,560.00	1.00	\$ 12,560.00		\$ -	1.00	\$ 12,560.00	\$ -	100%
15.3	COR#003 - Deletion of Chain Link Fence	1	LS	\$ (41,280.00)	\$ (41,280.00)	1.00	\$ (41,280.00)		\$ -	1.00	\$ (41,280.00)	\$ -	100%
15.4	COR#004 - Owner-Purchased Equipment Credit	1	LS	\$ (393,785.24)	\$ (393,785.24)	1.00	\$ (393,785.24)		\$ -	1.00	\$ (393,785.24)	\$ -	100%
16	CHANGE ORDER NO. 2				\$ (95,543.25)								
16.1	Contract Price Adjustment Deducting Unused Allowance	1	LS	\$ (95,543.25)	\$ (95,543.25)	1.00	\$ (95,543.25)		\$ -	1.00	\$ (95,543.25)	\$ -	100%
					\$ 1,894,600.00		\$ 1,280,780.22		\$ 5,450.00		\$ 1,381,773.47	\$ -	
ORIGINAL CONTRACT TOTALS					\$ 1,894,600.00		\$ 1,280,780.22		\$ 5,450.00		\$ 1,381,773.47	\$ -	
CHANGE ORDER TOTAL					\$ (512,826.53)							\$ -	
REVISED CONTRACT TOTAL					\$ 1,381,773.47		\$ 1,280,780.22		\$ 5,450.00		\$ 1,381,773.47	\$ -	100%



















**CONSENT OF SURETY
TO FINAL PAYMENT**

Bond No. PB10662400420

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Conforms with the American Institute of
Architects, AIA Document G707

TO OWNER: Okeechobee Utility Authority
(Name and address)
100 SW 5th Ave.
Okeechobee, FL 34974

ARCHITECT'S PROJECT NO.: Project Number 19775-001-02

CONTRACT FOR: OUA - SWSA Master Pump Station

PROJECT: OUA - SWSA Master Pump Station
(Name and address)
Okeechobee, FL

CONTRACT DATED: January 14, 2022

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

Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100
Bala Cynwyd, PA 19004

, SURETY,

on bond of
(Insert name and address of Contractor)

Felix Associates of Florida, Inc.
8528 SW Kansas Avenue
Stuart, Florida 34997

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 8, 2023
(Insert in writing the month followed by the numeric date and year.)

Attest:

Philadelphia Indemnity Insurance Company

(Surety)

(Signature of authorized representative)

Lisa Nosal, Atty-in-fact

(Printed name and title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

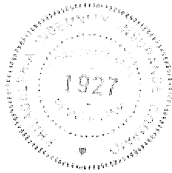
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Louis A. Vlahakas, Robert Culnen, Joseph W. Mallory, Lisa Nosal, Pamela J. Boyle, Stephanie Foy, Quintin Petty and Mark Culnen of C&H Agency Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



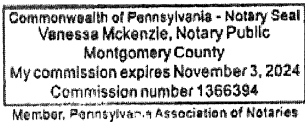
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa Mckenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of September, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

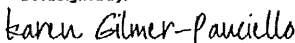
<u>Admitted Assets</u>	As of December 31,	
	<u>2022</u>	<u>2021</u>
Bonds (fair value \$7,902,637 and \$8,447,694)	\$ 8,709,823	\$ 8,102,442
Preferred stocks (fair value \$14,560 and \$19,262)	14,560	19,262
Common stocks (cost \$24,136 and \$44,923)	28,395	43,194
Mortgage loans	1,074,734	957,986
Real estate	21,779	29,408
Other invested assets (cost \$212,500 and \$194,229)	234,138	218,926
Receivables for securities sold	476	152
Cash, cash equivalents and short-term investments	<u>95,212</u>	<u>128,587</u>
Cash and invested assets	10,179,117	9,499,957
Premiums receivable, agents' balances and other receivables	955,218	914,676
Reinsurance recoverable on paid loss and loss adjustment expenses	64,607	45,200
Accrued investment income	88,001	74,000
Receivable from affiliates	4,406	5,171
Federal income taxes receivable	21,231	8,144
Net deferred tax assets	150,526	141,943
Other assets	<u>11,196</u>	<u>9,953</u>
Total admitted assets	<u>\$ 11,474,302</u>	<u>\$ 10,699,044</u>
<u>Liabilities and Capital and Surplus</u>		
<u>Liabilities:</u>		
Unpaid loss and loss adjustment expenses	\$ 5,680,508	\$ 5,436,808
Unearned premiums	1,766,050	1,658,339
Reinsurance payable on paid loss and loss adjustment expenses	39,160	35,820
Ceded reinsurance premiums payable	119,157	130,474
Commissions payable, contingent commissions and other similar charges	247,996	228,628
Funds held	82,555	77,317
Payable to affiliates	21,337	19,465
Provision for reinsurance	678	471
Payable for securities purchased	42,426	19,045
Accrued expenses and other liabilities	<u>58,292</u>	<u>47,213</u>
Total liabilities	<u>8,058,159</u>	<u>7,653,580</u>
<u>Capital:</u>		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
<u>Surplus:</u>		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>3,025,572</u>	<u>2,654,893</u>
Total surplus	<u>3,411,643</u>	<u>3,040,964</u>
Total capital and surplus	<u>3,416,143</u>	<u>3,045,464</u>
Total liabilities and capital and surplus	<u>\$ 11,474,302</u>	<u>\$ 10,699,044</u>


The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1245769
Member, Pennsylvania Association of Notaries

Sworn to before me this 6th day of June 2023.

DocuSigned by:

Karen Gilmer-Panciello, EVP & CFO


Kimberly Kessleski, Notary



8528 SW Kansas Ave.
Stuart, FL 34997
Phone: 772-220-2722
Fax: 772-220-2728

FINAL WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **ALLEGIANCE CRANE & EQUIPMENT**, in consideration of final payment by **FELIX ASSOCIATES OF FLORIDA, INC.** in the sum of **\$0.00**, receipt is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, do hereby release and quit claim all liens, lien rights, claims, or demands of every kind whatsoever which the undersigned now has, or may hereafter have, arising out of its contract(s) with Felix Associates of Florida, Inc. and its work performed, against Felix Associates of Florida, Inc., the owner of the below defined project and that certain real estate and the improvements thereon, situated in Martin County, Florida and described as:

**OUA MASTER PUMP STATION
Felix Project # 269-0-001**

On account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings situated thereon, or improving said property above described, or any part thereof.

It is understood that this is a **FINAL WAIVER AND RELEASE OF LIEN** which the undersigned has against the premises described for **all goods** and **services**. The undersigned further states, represents, and warrants that no assignment of said liens or claims, nor the right to perfect a lien against said real estate has been or will be made, and that all subcontractors and suppliers of the undersigned, in connection with the construction or improvements upon the aforesaid premises, **have been FULLY paid**.

IN WITNESS WHEREOF WE HAVE EXECUTED THIS INSTRUMENT

UNDER SEAL THIS 6th DAY OF SEPT 2023.

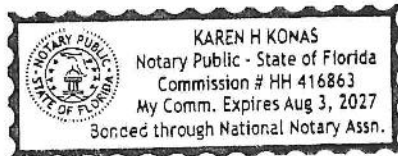
BY: PRINT NAME JESSICA LEE TITLE CONTROLLER
SIGN _____

State of FLORIDA
County of BROWARD

The forgoing instrument was acknowledged before me this 6TH day of SEPT 2023, by JESSICA LEE
_____. He/She is personally known to me or has produced _____
as identification and did (did not) take an oath.

Notary Public

AUG. 3, 2027
My Commission Expires



OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

SEPTEMBER 19, 2023

SR 78 WEST 24-INCH WATER MAIN INSTALLATION

The OUA received from the FDOT a request to locate OUA facilities for project #448975 which extends on SR78W from Lemkin Creek to the US441 intersection.

The OUA has two water mains that run along either side of SR 78W: an 8-inch ductile iron WM on the lakeside and an older 6-inch cast iron pipe on the other side.

In review of the plans, the FDOT is planning on installing a new guard rail protection system along the lakeside of SR78W from Lemkin Creek to nearly SW 16th Avenue which is located at the Fast Break store. Much of this guard rail will be on or very near the guard rail posts. Due to traffic speeds, the slope of the shoulder towards the nearby canal, the posts are slated to be installed at 6 foot depths. The total distance is nearly 2,500 feet. This is also the side of the road that the Okee-Tantie sanitary force main has been proposed as the side for installation.

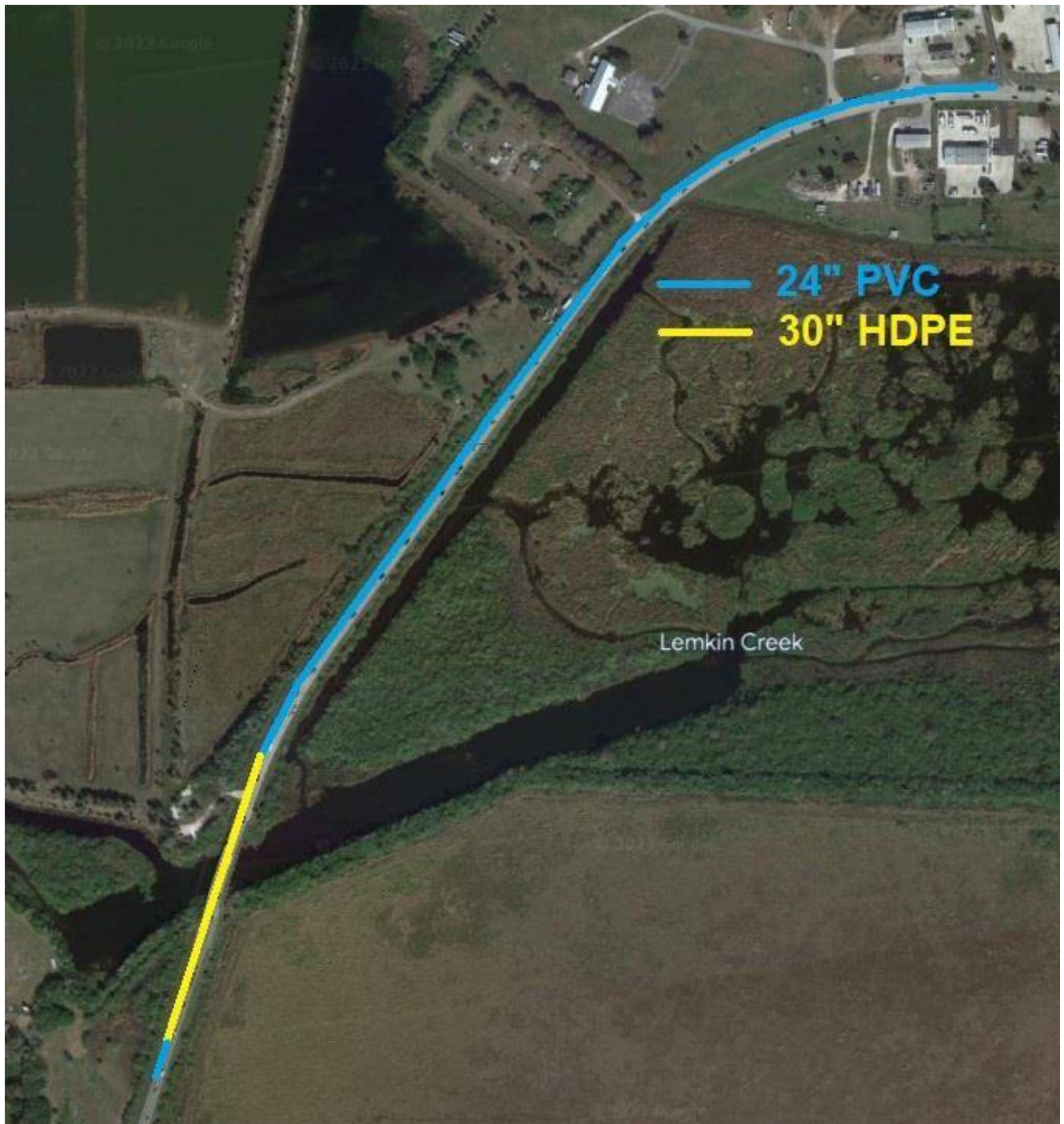
OUA staff has conducted a preliminary review of the route (see figure below) and cost estimate (also provided below). The route survey has already been accomplished by the Okee-Tantie project. No acquisition of land or easements are anticipated to complete this project.

The project is will require approximately 3,300 feet of 24-inch PVC water main along with approximately 700 feet of 30-inch HDPE installed by horizontal directional drill. There will be connections points at SW 16th Avenue and SW 53rd Street. Just south of Lemkin Creek the proposed water main will reconnected to both existing piping systems.

At the conclusion of the work, the contractor will remove the existing 6-inch cast iron water main and the 8-inch ductile iron water main from the right-of-way.

OUA staff is requesting approval for an RFP submittal to secure an engineering firm to begin the project. The engineering group will begin a preliminary design, cost estimate and facilities plan in support of an SRF application. It is anticipated that the OUA will need to obtain an SRF loan for construction. During the hydraulic analysis portion of the design, water main sizing will be determined to replace the existing 6-inch and 8-inch water mains.

After review and discussion, OUA staff is requesting approval to advertise for engineering services.



© 2023 Geopix

2023

— 24" PVC
— 30" HDPE

Lemkin Creek

Phase I

SR 78 West (SW 16th Avenue to Lemkin Creek)

MATERIAL COST

DESCRIPTION	Qty	Unit	Unit Price	Total
PIPING, FITTINGS				
Valve, 24"	4	Ea	\$21,912.50	\$87,650.00
Valve, 12"		Ea	\$3,264.00	\$0.00
Valve, 8"	2	Ea	\$1,654.00	\$3,308.00
Valve, 6"	1	Ea	\$1,039.00	\$1,039.00
Tee, 24" x 12" DIP		Ea	\$1,812.00	\$0.00
Tee, 24" x 8" DIP	1	Ea	\$1,560.00	\$1,560.00
Tee, 24" x 6" DIP	3	Ea	\$1,541.00	\$4,623.00
Tee, 12" x 6" DIP		Ea	\$380.00	\$0.00
Tee, 12" x 4" DIP		Ea	\$380.00	\$0.00
Tee, 8" DIP	1	Ea	\$233.00	\$233.00
Tee, 6" DIP		Ea	\$188.00	\$0.00
Plug, MJ 24" (w/ 2" Tap)		Ea	\$1,157.00	\$0.00
Plug, MJ 8" (w/ 2" Tap)		Ea	\$135.00	\$0.00
Plug, MJ 4"		Ea	\$38.00	\$0.00
Solid Sleeve, 24"	2	Ea	\$1,229.00	\$2,458.00
Solid Sleeve, 12"		Ea	\$307.00	\$0.00
Solid Sleeve, 8"	1	Ea	\$191.00	\$191.00
Solid Sleeve, 6"	1	Ea	\$119.00	\$119.00
45° Bend, 24"		Ea	\$1,562.00	\$0.00
45° Bend, 12"		Ea	\$333.00	\$0.00
90° Bend, 8"		Ea	\$189.00	\$0.00
90° Bend, 4"		Ea	\$80.00	\$0.00
Cross, 24"		Ea	\$3,933.00	\$0.00
Reducer, DIP 24" x 8"		Ea	\$1,131.00	\$0.00
Reducer, DIP 24" x 6"	1	Ea	\$1,110.00	\$1,110.00
Reducer, DIP 6" x 4"		Ea	\$77.00	\$0.00
Tapping Sleeve, 6" x 8"		Ea	\$1,088.00	\$0.00
Tapping Valve, 8"		Ea	\$2,012.00	\$0.00
Bell Joint Restraint, 24"	18	Ea	\$1,129.00	\$20,322.00
Bell Joint Restraint, 12"		Ea	\$215.00	\$0.00
Bell Joint Restraint, 8"		Ea	\$113.00	\$0.00
Bell Joint Restraint, 6"		Ea	\$70.00	\$0.00
Mech Joint Restraint, 24"	21	Ea	\$501.00	\$10,521.00
Mech Joint Restraint, 12"		Ea	\$132.00	\$0.00
Mech Joint Restraint, 8"		Ea	\$67.00	\$0.00
Mech Joint Restraint, 6"		Ea	\$45.00	\$0.00
Mech Joint Restraint, 4"		Ea	\$37.00	\$0.00

Material Sub-Total \$1,416,546

Labor & Service Cost

Item	Qty	Unit	Unit Price	Total Price
Utility Crew, 5 Men	60	Day	\$2,000.00	\$600,000.00
Utility person, Supervisor	60	Day	\$550.00	\$33,000.00
Flagger, 2 Men	60	Day	\$600.00	\$36,000.00
Law Enforcement, Traffic	300	Hr	\$45.00	\$13,500.00
Excavator	1.5	Mo	\$3,250.00	\$4,875.00
Backhoe, Rubber Tired	1.5	Mo	\$3,000.00	\$4,500.00
Loader	1.5	Mo	\$4,000.00	\$6,000.00
Service Truck	2	Mo	\$1,500.00	\$3,000.00
30" Directional Bore	700	LF	\$250.00	\$175,000.00
Service Truck Tapping Charge		Ea	\$450.00	\$0.00
FDEP Permit Fee	1	LS	\$100.00	\$100.00
Labor & Service Sub-Total				\$875,975.00

DESCRIPTION	Qty	Unit	Unit Price	Total
PIPING				
Pipe, 30" HDPE	700	LF	\$250.00	\$175,000.00
Pipe, 24" PVC	3300	LF	\$194.00	\$640,200.00
Pipe, 24" DIP	100	LF	\$184.00	\$18,400.00
Pipe, 12" PVC		LF	\$57.00	\$0.00
Pipe, 12" DIP		LF	\$61.00	\$0.00
Pipe, 8" PVC	40	LF	\$27.00	\$1,080.00
Pipe, 8" DIP	80	LF	\$40.00	\$3,200.00
Pipe, 6" PVC	40	LF	\$16.00	\$640.00
FIRE HYDRANT ASSEMBLY				
Valve, 6"	3	Ea	\$1,039.00	\$3,117.00
Pipe, DIP 6"	20	LF	\$30.00	\$600.00
Anchor Coupling, 6"	3	Ea	\$213.00	\$639.00
Fire Hydrant	3	Ea	\$3,211.00	\$9,633.00
MISCELLANEOUS				
Shell	90	18 CY	\$250.00	\$1,250.00
Sod	2500	Sq Yd	\$3.50	\$8,750.00
Flowable Fill		CY	\$230.00	\$0.00
Concrete		Sq Yd	\$210.00	\$0.00
Asphalt Repair	500	Sq Yd	\$50.00	\$25,000.00
MJ Kits, 24" (less glands)	21	Ea	\$79.00	\$1,659.00
MJ Kits, 12" (less glands)		Ea	\$36.00	\$0.00
MJ Kits, 8" (less glands)	8	Ea	\$30.00	\$240.00
MJ Kits, 6" (less glands)	10	Ea	\$17.00	\$170.00
MJ Kits, 4" (less glands)		Ea	\$19.00	\$0.00
Conc Valve Pad, 24" x 24"	10	Ea	\$32.00	\$320.00
Detec. Tape, Blue 4" x 1000'	4	Ea	\$53.00	\$212.00
3M Locator Markers, Blue	24	Ea	\$16.00	\$384.00
Pipe Soap, Gal	10	Ea	\$22.00	\$220.00
Valve Box Top, Long - 5 1/4" DI	6	Ea	\$88.00	\$528.00
Valve Box Top, Short - 5 1/4" DI	4	Ea	\$60.00	\$240.00
Valve Box Bottom, Long - 5 1/4" DI	4	Ea	\$95.00	\$380.00
Valve Box, "WATER" Lid, 5 1/4" DI	10	Ea	\$55.00	\$550.00
24" Blow-off/ARV Structures	2	Ea	\$8,500.00	\$17,000.00
8" DIP Removal	4100	LF	\$50.00	\$205,000.00
6"CIP Removal	4100	LF	\$40.00	\$164,000.00
BT Sample Point	4	LS	\$1,250.00	\$5,000.00

Survey Design
Construction Services
Land & Easements
Administrative

LS		\$0.00
LS	15.00%	\$343,878.15
LS	10.00%	\$229,252.10
LS		\$0.00
LS	2.50%	\$57,313.03
		\$630,443.28

Material Sub-Total \$1,416,546

Labor & Service Sub-Total \$875,975

Engineering Design Sub-Total \$630,443

Contingency @ 15.00% \$438,445

SR 78W 24-Inch Phase I Total \$3,361,409

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 30

SEPTEMBER 19, 2023

SW 5TH AVENUE

The City of Okeechobee approved a mandatory connection policy. As provided for in earlier OUA Board meetings, approval and execution of WG104 appropriation was held up until City approval of the connection policy.

This policy being approved, the appropriation has been signed by all parties with final approval by FDEP on September 5, 2023. (See attachment)

Staff is requesting from the OUA Board a final approval of the W104 grant application process for the SW 5th Avenue Septic to Sewer Project.

If approved, please find attached a proposed engineering services agreement was received and reviewed on April 18, 2023, where the item was tabled. Since the connection policy has been approved, engineering design can begin.

Staff is requesting approval of Sumner Engineering & Consulting, Inc. Professional Services Agreement 20-10 for the SW 5th Avenue Septic to Sewer Project with a total engineering design fee of \$325,840.

All other engineering scope of work items and associated fees will be determined at a later date.

SUMNER ENGINEERING & CONSULTING, INC. Project Number 20-10
SUMNER ENGINEERING & CONSULTING, INC. Project Name **SW 5th Avenue Wastewater Project**

Additional Work Authorization

to

Professional Services Agreement 20-10 Between the

Okeechobee Utility Authority (“OUA”)

and

Sumner Engineering & Consulting, Inc. (“CONSULTANT” or “SEC”)

SUMMARY OF SERVICES TO BE RENDERED

SEC, under previous work authorization (OUA Purchase Order No. 11129), has recently completed design of a Low Pressure Sewer System (LPSS) to serve a portion of the SW 5th Avenue Service Area (specifically, the residential area between SW 3rd Avenue and SW 7th Avenue, and between SW 15th Street and SW 22nd Street). However, City leaders have expressed concerns regarding the proposed LPSS, and have requested that OUA consider a vacuum collection system to serve the project area. A vacuum system was evaluated for the larger project area (extending east to the commercial corridor along US 441, and south to SW 28th Street) as part of our previously-completed Preliminary Evaluation Report. OUA has requested that SEC prepare a scope and fee for design and permitting of a vacuum collection system to serve that area. The proposed vacuum collection system is intended to serve a total of 153 residential lots, 101 of which are already built out and currently served by septic systems. The proposed system is also intended to provide sewer service, where appropriate, to unserved commercial lots between US 441 and SW 2nd Avenue.

CHA (formerly Eckler Engineering) will support SEC in providing design and permitting for a Vacuum Sewer Collection System to serve the SW 5th Avenue Project Area. BSM & Associates will provide topographic surveying for the portions of the project area beyond what was already done for the LPSS design. Andersen Andre Consulting Engineers (AACE) will provide specific geotechnical engineering support for the proposed vacuum station, which is assumed to be located at SW 3rd Avenue and SW 23rd Street (lot currently owned by the City of Okeechobee).

Services to be provided by the SEC team are as follows:

Task D – Vacuum Sewer System (VSS) Design and Permitting

The SEC team will provide design and permitting services for a vacuum sewer collection system consisting of approximately 21,000 linear feet of vacuum sewer main, vacuum collection pits, one (1) vacuum pump station and 170 linear feet of force main, serving the SW 5th Avenue Project Area (see Attachment 5). The sub-tasks associated with these services are described below:

Project Administration/Management

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

Data Evaluation and Preliminary Design

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

- A. Visit the site and review pertinent features that may impact design and/or construction.
- B. Collect available data for the existing facilities, including field conditions, record drawings, connection locations, and information on other potentially impacted utilities, and infrastructure.
- C. Meet with appropriate OUA staff to discuss the project requirements.
- D. Project coordination with the Electrical and Structural Subconsultants.
- E. Collection of additional required topographic surveying, including:
 - Topo SW 3rd Ave from SW 15th St to SW 28th St excluded the portion previously completed.
 - Topo SW 17th St from SW 3rd Ave to 441
 - Topo SW 18th St from SW 3rd Ave to 441
 - Topo SW 19th St from SW 3rd Ave to 441
 - Topo SW 20th St from SW 3rd Ave to 441
 - Topo SW 21st St from SW 3rd Ave to 441
 - Topo SW 22nd St from SW 3rd Ave to 441
 - Topo SW 23rd St from SW 3rd Ave to 441
 - Topo that portion of SW 2nd Ave & SW 28th St as depicted on the attached Exhibit 1
 - Topo that portion along 441 as depicted on the attached Exhibit 1
 - Establish Site Control within the limits listed above.
 - Locate Existing OUA Watermain within the limits listed above (Designated by OUA)
 - Calculate Right of Way and Property lines within the limits listed above.
 - Obtain Finish Floor Elevations & Location of Septic Tanks within the limits listed above.
 - Provide AutoCAD Civil 3D file accompanied with a signed and sealed Surveyor's Report

- F. Geotechnical analysis of the vacuum station site, to include two (2) 25 ft Standard Penetration Test (SPT) borings within the vacuum station building footprint, lab analysis and report including recommendations for foundation soils.

Drawings and Engineering

This task consists of the engineering and the development of plans necessary to construct this project.

- A. Prepare detailed drawings for the proposed work discussed previously within this Exhibit. A tentative list of final design drawings to be developed for this project is presented in Attachment 1. Drawings will be prepared using drafting standards and standard details as developed by CHA. Drawings will be submitted to OUA for review at 30 / 60 / 90 / 100 percent milestones.

Specification Preparation

- A. Prepare technical specifications required for this project in Division 1 through Division 16. These specifications, utilizing the CSI format, will be prepared and will consist of written technical descriptions of standards and workmanship required for materials, equipment, and construction systems, in or within this project as developed by CHA. Specifications will, when appropriate, be consistent with the OUA Manual of Standards. A tentative list of specification sections to be prepared for this project is presented in Attachment 2.

Prepare Opinions of Probable Construction Cost

- A. Prepare the 30%, 60%, 90%, 100%, and Final opinion of probable construction cost for improvements proposed under this project.

Submit and Review (Quality Control)

The SEC team will make the following submittals at various completion levels of this project for the purpose of OUA review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from OUA. Comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

- A. 30% Drawings and Specifications.
- B. 60% Drawings and Specifications.
- C. 90% Drawings and Specifications.
- D. 100% (Pre-Permit Submittal) Drawings and Specifications.

Our team will incorporate the agreed-upon revisions requested by OUA. A total of four (4) review meetings is the level of effort for this Task.

Permit Preparation Assistance

This task consists of preparing the following permit application submittals:

- A. Florida Department of Environmental Protection (FDEP) Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System.
- B. Okeechobee County Right of Way Utilities Construction Permit.

Any additional permits required beyond the above will be considered as outside the scope of this proposal. Regulatory agency permit fees shall be paid by OUA. SEC shall determine the fee requirements and provide a check request to OUA for all regulatory permit fees.

TIME OF COMPLETION

Attachment 3 shows the preliminary project schedule based on days from receipt of the Notice of Commencement.

PROJECT DELIVERABLES

Project deliverables shall be in accordance with Attachment 4.

COMPENSATION

SEC proposes to perform the services detailed above on a lump-sum basis. Additions and deletions to the scope services or time may change the project fee. Additional work or services not included in the scope above, required by unforeseen circumstances or requested by OUA that affect the fees in the table below, will not be started without written authorization from OUA.

Task Description	Fee Basis	Fees
Task D – Design and Permitting (Vacuum)	Lump Sum	\$ 325,840
Total		\$ 325,840

SUMNER ENGINEERING & CONSULTING, INC.

OKEECHOBEE UTILITY AUTHORITY

Signature _____ Date _____

Jeffrey M. Sumner, P.E.

Name

President

Title

Address

410 NW 2nd Street
Okeechobee, FL 34972

Signature _____ Date _____

Tommy Clay

Name

Chairman

Title

Address

100 SW 5th Avenue
Okeechobee, FL 34974

ATTACHMENT 1**DESIGN & PERMITTING PHASE FOR THE 5TH AVENUE VACUUM COLLECTION SYSTEM****TENTATIVE LIST OF DRAWINGS**

Drawings Sheet No.	Title
<i>General</i>	
G-00	Cover Sheet
G-01	Index to Drawings and Project Location Map
G-02	General Notes, Legends and Symbols
G-03	Abbreviations
G-04	Mechanical Legends and Symbols
G-05	Architectural and HVAC Legends
G-06	Process and Instrumentation Legends (Sheets 1)
G-07	Process and Instrumentation Legends (Sheets 2)
G-08	Piping Schedule and General Mechanical Notes
G-09	Design Criteria
G-10	Sequence of Construction and Coordination
G-11	Key Map
G-12	Vacuum Collection System Branch Diagram
G-13	Vacuum Pit Tables
<i>Civil</i>	
C-01	Plan and Profile Sheets (Sheets 1 thru 35)
thru	
C-40	Plan and Profile Sheets (Sheets 1 thru 35)
C-41	Vacuum Pump Station Civil Site Plan

C-42	Vacuum Pump Station Mechanical Floor Plan
C-43	Vacuum Pump Station Domestic Plumbing Plan
C-44	Vacuum Pump Station Domestic Plumbing Details
C-45	Vacuum Pump Station Mechanical Sections
C-46	Vacuum Pump Station Mechanical Sections and Details
C-47	Vacuum Pump Station HVAC Floor Plan
C-48	Vacuum Pump Station HVAC Schedules and Details
C-49	Generator and Fuel Storage Plan and Details
C-50	Vacuum Pump Station Odor Control System
CD-01	Roadway Restoration and Site Details
CD-02	Roadway Restoration and Site Details
CD-03	FDOT Roadway Restoration and Site Details
CD-04	FDOT Roadway Restoration and Site Details
CD-05	Standard Details - Civil/Mechanical
CD-06	Standard Details - Civil/Mechanical
CD-07	Standard Details - Civil/Mechanical
CD-08	Standard Details - Civil/Mechanical
CD-09	Standard Details - Civil/Mechanical
CD-10	Standard Details - Civil/Mechanical
CD-11	Standard Details - Civil/Mechanical
CD-12	Standard Details - Civil/Mechanical
CD-13	Standard Details - General Vacuum
CD-14	Standard Details - General Vacuum
CD-15	Standard Details - General Vacuum
CD-16	Standard Details - AIRVAC
CD-17	Standard Details - AIRVAC
CD-18	Standard Details - AIRVAC

CD-19	Standard Details - FLOVAC
CD-20	Standard Details - FLOVAC
CD-21	Standard Details - FLOVAC
CD-22	Standard Details - FLOVAC

Architectural

A-01	Vacuum Pump Station Architectural Floor Plan
A-02	Vacuum Pump Station Architectural Roof Plan
A-03	Vacuum Pump Station Architectural Elevations
A-04	Vacuum Pump Station Architectural Elevations
A-05	Finish Schedules
A-06	Door and Hardware Schedules
A-07	Louver, Window and Miscellaneous Schedules
AD-01	Standard Details - Architectural
AD-02	Standard Details - Architectural

Structural

S-01	Structural Notes and Design Criteria (Sheet 1)
S-02	Structural Notes and Design Criteria (Sheet 2)
S-03	Vacuum Pump Station Foundation Plan
S-04	Vacuum Pump Station Structural Floor Plan
S-05	Vacuum Pump Station Roof Framing Plan
S-06	Vacuum Pump Station Structural Elevations
S-07	Vacuum Pump Station Sections (Sheet 1)
S-08	Vacuum Pump Station Sections (Sheet 2)
S-09	Specific Structural Details
S-10	Specific Structural Details
SD-01	Standard Details - Structural

SD-02	Standard Details - Structural
SD-03	Standard Details - Structural
SD-04	Standard Details - Structural

Instrumentation

I-01	Process and Instrumentation (Sheet 1)
I-02	Process and Instrumentation (Sheet 1)
I-03	Process and Instrumentation (Sheet 1)
ID-01	Standard Details - P&ID
ID-02	Standard Details - P&ID

Electrical

E-01	Electric Notes and Legends
E-02	Electrical Site Plan
E-03	Vacuum Building Electrical Equipment Plan
E-04	Vacuum Building Lighting and Receptacle Plan
E-05	Vacuum Building Lighting Protection and Grounding Plan
E-06	Primary One-Line Diagram - Electrical
E-07	MCP One-Line Diagram - Power
E-08	MCP One-Line Diagram - I&C
E-09	Main Control Panel (MCP) (Sheet 1)
E-10	Main Control Panel (MCP) (Sheet 2)
E-11	Main Control Panel (MCP) (Sheet 3)
E-12	Network Diagram
E-13	Panelboard Schedules
E-14	RTU Panel
ED-01	Standard Details - Electrical
ED-02	Standard Details - Electrical
ED-03	Standard Details - Electrical

ATTACHMENT 2
DESIGN & PERMITTING PHASE FOR THE 5TH AVENUE COLLECTION SYSTEM
TENTATIVE LIST OF SPECIFICATIONS

<u>SECTION NO.</u>	<u>TITLE</u>
PART 1	BIDDING REQUIREMENTS
PART 2	CONTRACT FORMS
PART 3	CONTRACT CONDITIONS
PART 4	SPECIFICATIONS
	Division 1 General Requirements
	01005 General Requirements
	01010 Summary of Work
	01025 Measurement and Payment
	01050 Field Engineering
	01200 Project Meetings
	01300 Submittals
	01400 Quality Control
	01500 Construction Facilities and Temporary Controls
	01505 Mobilization/Demobilization
	01510 Temporary Bypass Sanitary Pumping Systems
	01700 Contract Closeout
	01720 Project Record Documents

01730	Operation and Maintenance Data
01740	Warranties and Bonds
Division 2	Sitework
02020	Existing Utility Location/Verification
02072	Demolition
02200	Earthwork
02500	Restoration and Cleanup
02510	Asphaltic Pavement and Base
02630	Concrete Sidewalks, Drives and Curbs
Division 3	Concrete
03100	Formwork
03200	Concrete Reinforcement
03251	Expansion and Construction Joints
03300	Concrete
03600	Grout
Division 4	Not Used
04100	Mortar
04220	Concrete Unit Masonry
Division 5	Metals
05500	Fabricated Metalwork and Castings
05520	Handrails and Railings
Division 6	Not Used

Division 7	Thermal and Moisture Protection
07200	Insulation
07230	Vapor Barrier
07411	Standing Seam Metal Roof System
07600	Roof System and Accessories
07900	Sealants
Division 8	Windows and Doors
08120	Aluminum Doors and Frames
08330	Steel Rollup Doors
08520	Aluminum Windows
08710	Finish Hardware
Division 9	Protective Coatings
09201	Portland Cement Plaster (Stucco)
09900	Protective Coatings
Division 10	Not Used
10200	Aluminum Louvers
10999	Miscellaneous Building Specialties
Division 11	Not Used
Division 12	Not Used
Division 13	Special Construction
13701	Vacuum System Process Instrumentation and Controls
13702	Add Air Station
Division 14	Conveying Systems
14636	Steel Bridge Hoist

Division 15

15105	Self-Contained Automatic Process Valves
15400	Plumbing
15481	Vacuum Sewer System and Accessories
15801	Ductless Air Conditioning Split System
15830	Roof and Wall Ventilators

Mechanical**Division 16**

16000	Electrical General Requirements
16050	Basic Materials and Methods
16110	Lightning Protection
16160	Panelboards
16204	Generator with Base Mounted Tank
16250	Automatic Transfer Switch
16460	Dry Type Transformers

Electrical**Appendices**

Appendix A - Permits

Appendix B - Geotechnical Report

ATTACHMENT 3**DESIGN & PERMITTING PHASE FOR THE 5TH AVENUE VACUUM COLLECTIONS SYSTEM
PRELIMINARY PROJECT SCHEDULE**

<u>Activity</u>	Duration (Days)	Cumulative Time (Days)
Authorization To Proceed	0	0
Topographic Survey and Data Gathering	30	30
Submit Plans and Specifications (30% Submittal)	30	60
Receive OUA 30% Review Comments	14	74
Submit Plans and Specifications (60% Submittal)	90	164
Receive OUA 60% Review Comments	14	178
Submit Plans and Specifications (90% Submittal)	60	238
Receive OUA 90% Review Comments	14	252
Submit Plans and Specifications (100% Submittal)	30	282
Receive OUA 100% Review Comments	14	296
Finalize Contract Documents/Permitting Applications	28	324
Permitting	60	384
Project Closeout	14	398

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

ATTACHMENT 4**DESIGN & PERMITTING PHASE FOR THE 5TH AVENUE VACUUM COLLECTION SYSTEM****LIST OF PROJECT DELIVERABLES****DESIGN PHASE**

- A. 30% Design Submittal (*electronic submittal in pdf format*)
 - 1. One (1) set of 11" x 17" Drawings, 60% complete.
 - 2. One (1) set of Specifications, 60% complete.
 - 3. 30% Completion Estimate of Probable Construction Cost.
- B. 60% Design Submittal (*electronic submittal in pdf format*)
 - 1. One (1) set of 11" x 17" Drawings, 60% complete.
 - 2. One (1) set of Specifications, 60% complete.
 - 3. 60% Completion Estimate of Probable Construction Cost.
- C. 90% Design Submittal (*electronic submittal in pdf format*)
 - 1. One (1) set of 11" x 17" Drawings, 90% complete.
 - 2. One (1) set of Specifications, 90% complete.
 - 3. 90% Completion Estimate of Probable Construction Cost.
- D. 100% Design Submittal (*electronic submittal in pdf format*)
 - 1. One (1) set of 11" x 17" Drawings, 100% complete.
 - 2. One (1) set of Specifications, 100% complete.
 - 3. 100% Completion Estimate of Probable Construction Cost.
- E. Permit Application/Final Design Submittal
 - 1. Completed permit applications and signed/sealed drawings and specifications for submittals to the various permitting agencies as listed herein.

BIDDING SERVICES

Not included in this Task Order.

CONSTRUCTION PHASE

Not included in this Task Order.

ATTACHMENT 5

DESIGN & PERMITTING PHASE FOR THE 5TH AVENUE VACUUM COLLECTION SYSTEM

PROJECT AREA



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Southwest 5th Avenue Septic to Sewer Project** Agreement Number: **WG104**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Okeechobee Utility Authority** Entity Type: **Local Government**
Grantee Address: **100 SW 5th Avenue Okeechobee, FL 34974** FEID: **65-0596617** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **December 31, 2026**

4. Project Number: _____ Project Location(s): **Lat/Long: (27.2254 -80.8337)**
(If different from Agreement Number)

Project Description: **The Grantee will construct a wastewater collection system which will remove approximately 110 septic tank systems from service.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 2,500,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WWG, GAA LI 1671, FY 22-23, WPSPTF	\$ 2,500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,500,000.00

6. Department's Grant Manager Name: **Hannah Lowenthal** or successor
Address: **Florida Dept. of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000**
Phone: **850-245-2942**
Email: **Hannah.Lowenthal@FloridaDEP.gov**

Grantee's Grant Manager Name: **John Hayford** or successor
Address: **100 SW 5th Avenue
Okeechobee, FL 34974**
Phone: **863-763-9460**
Email: **jhayford@ouafl.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Okeechobee Utility Authority

GRANTEE

By

Tommy Clay
(Authorized Signature)

August 29-2023
Date Signed

Tommy Clay, Chairperson

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Hannah
Lowenthal

Digitally signed by
Hannah Lowenthal
Date: 2023.09.05
09:18:49 -04'00'

Hannah Lowenthal, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG104**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Southwest 5th Avenue Septic to Sewer Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Southwest 5th Avenue Septic to Sewer Project

PROJECT LOCATION: The Project will be located in the City of Okeechobee within Okeechobee County; Lat/Long (27.2254, -80.8337).

PROJECT BACKGROUND: SW 5th Avenue Wastewater Collection is a project to serve an older residential area that are at lower elevations, which frequently experience drain field flooding during storm events. The project will also provide wastewater service to a commercial district along US 441SE (Parrott Avenue). The Project 1 area suffers from poor stormwater drainage leading to temporary septic tank drain field failures. Systems back up into homes and into surface waters creating a serious health hazard. Septic systems are constantly being emptied after regular rain events. Removal of these systems will keep approximately one (1) ton of nitrogen and 0.25 tons of phosphorus a year from entering the groundwater and local surface waters.

PROJECT DESCRIPTION: Okeechobee Utility Authority (Grantee) will design, permit and construct a wastewater collection system so that existing tank systems can be removed from service. When completed, an approximate 110 septic tank systems will be removed from service. The wastewater collection system will contain approximately 20,115 Linear Feet (LF) of 4" vacuum collection mains, 1,850 LF of 6" vacuum collection mains, 1 vacuum pump station, and 1 emergency generator.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design for a wastewater collection system and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the wastewater collection system to remove approximately 110 septic tanks from service.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct a wastewater collection system in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$425,000	07/01/2022	09/30/2024
2	Bidding and Contractor Selection	Contractual Services	\$37,000	07/01/2022	01/31/2025
3	Project Management	Contractual Services	\$365,000	07/01/2022	06/30/2026
4	Construction	Contractual Services	\$1,673,000	07/01/2022	06/30/2026
Total:			\$2,500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$2,500,000	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,500,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG104
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Project Management

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

Summary of local contributions:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 31

SEPTEMBER 19, 2023

CEMETERY ROAD WWTF PERIMETER FENCE

At a previous OUA Board meeting, there was an agenda item addressing deficiencies at the surface water treatment plant as determined from a site visit conducted by an OUA Board member.

Several of the Board members discussed the need for a better perimeter fence around all OUA treatment facilities. The current fencing is a combination of field wire and chain link. A few of the Board members were adamant that the site needed to be entirely fenced with a chain link fence that had a three-strand barbed wire top.

Further discussions by these Board members were had concerning OUA liability or negligence should someone enter the property and get hurt due to open tanks & ponds, electric equipment and stored chemicals. Additionally, there were other discussions concerning terrorist threat levels and how treatment plants were protected.



These discussions led to a directive to staff to obtain quotes for perimeter fencing with an automatic gate at the entrance. OUA staff attempted to obtain at least three quotes:

Adron Fence	\$ 405,450.00 (+ \$17,888.00 for the automatic opening)
	\$423,3388 Total
Chobee Fencing	No Quote
C-D Ag Services	\$ 431,750.00 (no comment on gate operations)

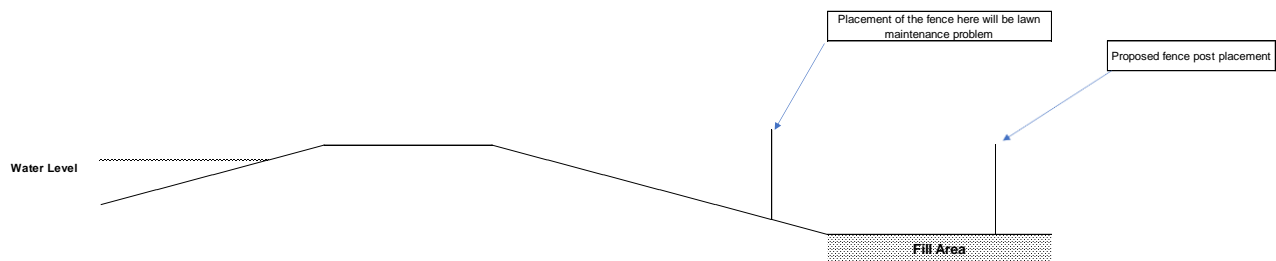
Adron Fence did have the best price for fencing and they provided a complete price for automatic gate operations (card reader, keypad and remote wireless call box with remote opening).

Attached are the two quotes for the fencing/gates.

In addition to the fencing, the outside toe of slope on the lined pond is very uneven and burdened with muck. Treatment plant and administration staff are of the opinion that ground cover should be bladed away from the toe of slope and clean backfill should be brought in and compacted providing for level ground to install the fencing. This will also provide for easier lawn maintenance in the future. Staff prepared a preliminary quote of \$72,000 for this work.

Provided the OUA Board moves forward with this project, then staff suggestion is to get formal quotes on the leveling work and bring those to the OUA Board at the October meeting. Once this leveling work is scheduled and underway, give a P.O. to the selected fence contractor so that they may start work at the completion of the fencing.

After review and discussion, staff is requesting direction from the OUA Board.



Staff is requesting authorization to move forward with getting quotes for the purchase, placing, compacting and sodding/seeding the base area where the proposed fencing will be installed along the southern edge of the lined pond.

Once completed, staff will issue a purchase order to the fencing company selected by the OUA Board.

Staff is requesting a direction on the fence quotes listed above.

Once the fencing is complete, staff will obtain quotes for wireless cameras to complete the terrorists/negligence/safety related concerns expressed by the OUA Board.

Treasure Coast Office
601 21st St. Suite 300
Vero Beach, FL 32960
(772) 562 0022



"FENCING YOU IN SINCE 1962"

1 800 282 5172

Email: info@adronfence.com

Fax: 863 763 8404



Main Office

1132 NE 12th St.

Okeechobee, FL 34972

(863) 763 6255

JOB NAME: OUA Waste Water Plant

DATE: 7/28/23

JOB ADDRESS: across from cemetery

CONTACT: Jamie

Okeechobee

PHONE: 634-0198 763-3322

MAILING ADDRESS: _____

CELL: _____

EMAIL ADDRESS: _____

FAX: _____

DIRECTIONS: _____

STYLE FENCE Chainlink - Galvanized

POOL CODE YES NO

HEIGHT 8' FOOTAGE 8150

HEIGHT _____ FOOTAGE _____

WIRE 9 GA 2" mesh

SELVAGE
B/K
CONCRETE
10"
CONCRETE
12"
POST SPACE
O.C.

LINE POST 2.5" x 11' #40

TERMINAL POST 3" x 12' #40

TOP/BRACE/BOTTOM RAIL 1 5/8" #40

TENSION WIRE Bottom 7GA

BARBED WIRE Class III

ALUMINUM 1 SIZE 20' FRAME aluminum

CANTILEVER WALK GATE _____ SIZE _____ FRAME _____

WALK GATE POST 4"

double GATE 1 SIZE 20' FRAME _____

DRIVE GATE POST 6 5/8" #40

double GATE 4 SIZE _____ FRAME _____

DRIVE GATE POST 6 5/8 #40

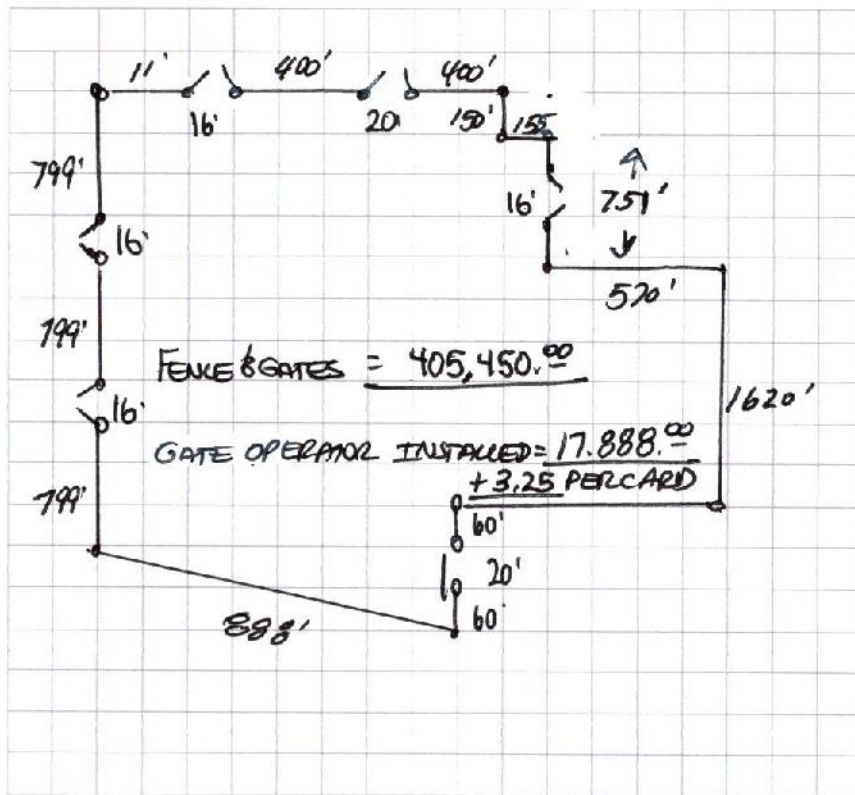
CORE DRILL/ASPHALT _____

PROP LINES CLEARED By Owner

PROP MARKS VISABLE By Owner

PERMIT INCLUDED

SPECIAL INSTRUCTIONS _____



*Adron Fence is not responsible for being directed to dig on top of any unmarked lines.

CUSTOMER APPROVAL _____

COST Above DEPOSIT _____ BALANCE _____

TERMS 1/2 down - Balance due upon completion

THIS PRICE EFFECTIVE UNTIL 30 Days

SALESMAN Jason Raulerson



2% Service fee applied to credit card payments

C-D Ag Services LLC

QUOTE

325 NE 138th St
 Okeechobee, FL 34972
 Phone: 863-801-5820

DATE: 6/6/23

TO:
 Okeechobee Utility Authority

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
7,850	Feet of 8' chain link installation		
7,850	2" x 9ga x 8' KT FT		
23	2 3/8" x 12' Galv post		
784	1 7/8" x 10'6" Galv post		
23	2 3/8" Hvy DC cap		
245	2 3/8" Reg tension band		
105	2 3/8" Reg brace band		
35	1 5/8" Rail end		
35	3/16" x 3/4" x 94" Tension bar		
784	1 7/8" x 1/2" PS 1 pc barb arm		
7833	1 5/8" x 21' Galv pipe FT		
8,000	8 1/4" 9ga Alum tie		
500	5/16 x 1-1/4 carriage bolt w/nut		
20	4" PS 180 degree ind hinge		
18	4pt 15.5ga HT Barb wire 5" CL3		
30	9 ga Alum hog rings lb		
12	2 3/8 PS 180 degree ind hinge		
4	14'-17'11"x8+1 DDG 1 5/8		
1	15'1" - 20'0"-x8'+1 cantilever gate		
4	4"x2 3/8 Loadmaster 2 Nyln w Cv		
1	4" Cantilever gate latch		

SUBTOTAL	\$431,750
SALES TAX	
SHIPPING & HANDLING	
1/4 DOWN BEFORE INSTALLATION	\$107,937
3/4 DUE AFTER INSTALLATION	\$323,813

THANK YOU FOR YOUR BUSINESS!

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 32

SEPTEMBER 19, 2023

2023 VEHICLE PURCHASE AGENDA ITEM

In the FY23 budget the OUA has listed the following vehicles for purchase:

- ~~○ Unit #411 F150/1500 4X2~~ ~~Meter Reader~~
- Unit #531 F350/3500 4X2 (with utility body) Maintenance
- Unit #436 F250/2500 4X4 (with utility body) Wastewater
- ~~○ Unit #513 F150/1500 4X4~~ ~~Maintenance~~

FY24 vehicles:

- Unit #406 F350/3500 4X2 (with utility body) Maintenance
- Unit #517 F250/2500 4X2 (with utility body) Maintenance
- Unit #409 * F250/2500 4X2 (with utility body) Meter Reader

* OUA has considered a Ford Maverick Hybrid as an alternative

Strike through units were purchased June 2023.

In telephone conversations with the various potential bidders, several topics have come up repeatedly:

- Vehicle quotas for government sales contracts (Florida Sheriffs and Sourcewell to name a few);
- New orders are open;
- If ordered, expectation for delivery will be late 2023 or early Spring 2024;

The OUA sent out solicitations to the following (in no particular order):

Gilbert Chevrolet

Alan Jay Automotive Group

Gilbert Ford

Bozard Ford

Enterprise Fleet Management

The following list the responses per each vehicle.

Units #406/#531 Maintenance 1 Ton 4X2 with Utility Body

This item is in the FY23 (#531) budget and unit #406 will be in the FY24 budget.

OKEECHOBEE UTILITY AUTHORITY
Maintenance Units #406 & #531

1 Ton Truck Chassis (Dual Rear Wheel) 4X2 (add utility body)

		FORD				
		F350 XL Superduty Regular Cab, 4x2				
Order Code	Description	Bozard Ford	Alan Jay	(Knapheide) Enterprise	(Reading) Enterprise	(Knapheide) Gilbert Chev
	Base Price	\$49,024.00	\$48,926.00	\$57,898.00	\$65,763.00	\$49,999.00
99N	7.3 L Engine	Incl	Incl	Incl	Incl	
44G	10 Spd Transmission	Incl	Incl	Incl	Incl	Incl
	HD Alternator	\$114.00	\$115.00	\$104.00	\$104.00	
67T	Electric Brake Controller	Incl	Incl			
X4L	Limited Slip Differential	\$384.00	\$385.00			
3K	Third Key	\$399.00	\$265.00			
Towpkg	Trailer Tow Package	\$1,296.00	Incl			
L404 84	Cab to Axle Upgrade, 11' Bed	\$999.00	Incl			
Utility 9	Utility Service Body *	\$17,996.00 ⁽¹⁾	\$12,900.00 ⁽²⁾	Incl ⁽²⁾	Incl ⁽¹⁾	\$13,704.00 ⁽²⁾
YZ	White	Incl	Incl		Incl	
8721	Backup Alarm	\$174.00	\$175.00	\$160.00	\$160.00	
	Power Window/Door Locks	Incl	Incl			Incl
872	Rear Camera	\$414.00	\$630.00			\$73.00
91G	LED Light Pkg	\$1,449.00	\$795.00	\$592.00	\$592.00	
TBM	Tire Upgrade LT245 75R 17E	\$164.00	Incl	Incl	Incl	\$380.00
67X	High Service Suspension	\$124.00		\$114.00	\$114.00	
96D	XL Drive Assist	\$729.00				
18B	Running Boards	\$319.00				
43C	110V/400W Outlet	\$174.00		\$160.00	\$160.00	\$150.00
52S	Interior Work Surface	\$139.00				
	Sprayon Bed Liner	\$996.00	\$975.00			Incl
66S	Upfitter Switches	Incl	Incl			\$150.00
86M	Dual Batteries		\$210.00	\$191.00	\$191.00	
3BLS	3rd Brake Light		\$205.00			
942	Daytime Running Lamps	Incl	Incl			Incl
DWI	Power Mirrors					\$530.00
NQH	Transfer Case					\$200.00
NZZ	Skid Plate					\$150.00
1WT	Convenience Pkg					\$650.00
	Misc Fees					\$6.50
Total		\$74,894.00	\$65,581.00	\$59,219.00	\$67,084.00	\$65,992.50

Utility Service Body * : OUA prefers Reading for this bid, will accept Knapheide if Reading not available

⁽¹⁾ Reading body quote

⁽²⁾ Knapheide body quote

Note: The Gilbert Chev quote has one vehicle on the lot, it is a 3500 4X4 regular cab with a 11-foot utility body for approximately \$6,800 more than lowest bid

Unit #436 WWTF ¾ Ton 4X4 with utility body

This item is in the FY23 budget.

OKEECHOBEE UTILITY AUTHORITY WWTF Truck Unit #436

3/4 Ton Truck Chassis (Single Rear Wheel) 4X4 (add utility body)

		FORD				
		Superduty F250 XL, 4x4				
Order				(Knapheide)	(Reading)	(Reading)
Code	Description	Bozard Ford	Alan Jay	Enterprise	Enterprise	Gilbert Ford
F2B	Base Price	\$49,647.00	\$47,684.00	\$59,626.00	\$65,554.00	\$49,899.00
99A	6.8 L Engine	Incl	Incl	Incl	Incl	
44G	10 Spd Transmission	Incl	Incl	Incl	Incl	Incl
67E	HD Alternator	\$84.00	\$115.00	\$104.00	\$104.00	
67T	Electric Brake Controller	Incl	Incl			Incl
X3E	Limited Slip Differential	\$429.00	\$430.00	\$392.00	\$392.00	
3K	Third Key	\$399.00	\$265.00			
	Trailer Tow Package	\$1,296.00	Incl	\$942.00	\$942.00	
	Utility Service Body *	\$15,996.00 ⁽¹⁾	\$10,825.00 ⁽²⁾	Incl ⁽²⁾	Incl ⁽¹⁾	\$10,999.00 ⁽¹⁾
YZ	White	Incl	Incl			
76C	Backup Alarm	\$174.00	\$175.00	\$160.00	\$160.00	
	Power Window/Door Locks	Incl	Incl			
872	Rear Camera	Incl	\$1,425.00			Incl
91G	LED Light Pkg	\$1,449.00	\$795.00	\$592.00	\$592.00	
TBM	Tire Upgrade LT245 75R 17E	\$164.00	Incl	Incl	Incl	
471	Rear Stabilizer Bar	\$159.00				
96D	XL Drive Assist	\$729.00	\$730.00			
18B	Running Boards	\$444.00				Incl
43C	110V/400W Outlet	\$174.00		\$160.00	\$160.00	Incl
52S	Interior Work Surface	\$139.00				
	Spray In Bed Liner	\$996.00	\$830.00	\$542.00	\$542.00	\$999.00
66S	Upfitter Switches	\$164.00		\$150.00	\$150.00	Incl
17X	Skid Plates	\$494.00				
942	Daytime Running Lamps	Incl				
86M	Dual Batteries		\$210.00	\$191.00	\$191.00	Incl
D-Box	Remove P/U Box		\$158.00			
K FFK	Service Body Fuel Kit		\$370.00			
3BLS	3rd Brake Light		\$205.00			
	Misc Fees		\$205.00			\$595.00
Total		\$72,937.00	\$64,422.00	\$62,859.00	\$68,787.00	\$62,492.00

Utility Service Body * : OUA prefers Reading for this bid, will accept Knapheide if Reading not available

⁽¹⁾ Reading body quote

⁽²⁾ Knapheide body quote

Units #409 & #517 ¾ Ton 4X2 with utility body

These items are in the FY24 budget

OKEECHOBEE UTILITY AUTHORITY

Maint Mech Truck Unit #517 Meter Reader Truck Unit #409

¾ Ton Truck Chassis (Single Rear Wheel) 4X2 (add utility body)

FORD						
Superduty F250 XL, 4x2						
Order Code	Description	Bozard Ford	Alan Jay	(Knapheide) Enterprise	(Reading) Enterprise	(Reading) Gilbert Ford
F2A	Base Price	\$47,128.00	\$44,988.00	\$55,575.00	\$61,503.00	\$45,500.00
99A	6.8 L Engine	Incl	Incl	Incl	Incl	Incl
44G	10 Spd Transmission	Incl	Incl	Incl	Incl	Incl
67E	HD Alternator	\$84.00	\$115.00	\$104.00	\$104.00	
67T	Electric Brake Controller	Incl	Incl			Incl
X3E	Limited Slip Differential	\$429.00	\$430.00	\$392.00	\$392.00	
3K	Third Key	\$399.00	\$265.00			
	Trailer Tow Package	\$1,296.00	Incl			
	Utility Service Body *	\$15,996.00 ⁽¹⁾	\$10,825.00 ⁽²⁾	Incl ⁽²⁾	Incl ⁽¹⁾	\$12,650.00 ⁽¹⁾
Z1	White	Incl	Incl			Incl
76C	Backup Alarm	\$174.00	\$175.00	\$160.00	\$160.00	
	Power Window/Door Locks	Incl	Incl			Incl
	Rear Camera	Incl	\$1,425.00			Incl
91G	LED Light Pkg	\$1,449.00	\$795.00	\$592.00	\$592.00	
TBM	Tire Upgrade LT245 75R 17E	\$164.00	Incl	Incl	Incl	Incl
471	Rear Stabilizer Bar	\$159.00				
96D	XL Drive Assist	\$729.00	\$730.00			
18B	Running Boards	\$444.00				
43C	110V/400W Outlet	\$174.00		\$160.00	\$160.00	Incl
52S	Interior Work Surface	\$139.00				
	Spray In Bed Liner	\$996.00	\$830.00	\$542.00	\$542.00	
66S	Upfitter Switches	\$164.00		\$150.00	\$150.00	Incl
942	Daytime Running Lamps	Incl				
86M	Dual Batteries		\$210.00	\$191.00	\$191.00	
D-Box	Remove P/U Box		\$158.00	(\$569.00)	(\$569.00)	
K FFK	Service Body Fuel Kit		\$370.00			
3BLS	3rd Brake Light		\$205.00			
	Misc Fees					\$6.50
	Total	\$69,924.00	\$61,521.00	\$57,297.00	\$63,225.00	\$58,156.50

Utility Service Body * : OUA prefers Reading for this bid, will accept Knapheide if Reading not available

⁽¹⁾ Reading body quote

⁽²⁾ Knapheide body quote

Unit #409 Ford Maverick

This item is in the FY24 budget

OKEECHOBEE UTILITY AUTHORITY
Meter Reader Truck Unit #409 (Maverick)

Ford Maverick XL AWD Supercrew

		FORD			
		Maverick AWD Supercrew			
Order			(Hybrid)		(Hybrid)
Code	Description	Enterprise	Enterprise	Gilbert Ford	Gilbert Ford
	Base Price	\$23,205.00	\$23,205.00	\$23,400.00	\$23,400.00
100A	Equipment Group	\$2,064.00	\$2,064.00	\$2,220.00	
999	Engine, 2.0L EcoBoost	Incl	Incl	Incl	
	Engine, 2.5L Hybrid		\$1,395.00		\$1,500.00
448	Transmission, 6-Speed Auto	Incl	Incl		
	Transmission, 8-Speed Auto			Incl	
STDAX	3.63. Axle Ratio	Incl	Incl		
STDTR	Tires P225/65R17 A/S BSW	Incl	Incl		
64Z	Wheels 17-Inch	Incl	Incl		
9	Front Bucket Seats, Cloth	Incl	Incl	Incl	
STDRD	Radio, AM/FM Stereo	Incl	Incl		
121WB	121" Wheelbase	STD	STD		
PAINT	Monotone Paint	STD	STD	Incl	
19W	4G LTE Wi-Fi Hotspot	Incl	Incl		
	Destination & Delivery			\$1,595.00	\$1,595.00
Total		\$25,269.00	\$26,664.00	\$27,215.00	\$26,495.00

FY23 Vehicles

					Utility Body	<i>Bozard Ford</i>	<i>Alan Jay</i>	<i>Enterprise (Knapheide)</i>	<i>Enterprise (Reading)</i>	<i>Gilbert</i>
#531	Maint	F350/3500	4 X 2	Y		\$74,894.00	\$65,581.00	\$57,898.00	\$65,763.00	\$65,992.50
#436	WW	F250/2500	4 X 4	Y		\$72,937.00	\$64,422.00	\$59,626.00	\$65,554.00	\$62,492.00

FY24 Vehicles

				Utility Body	Bozard Ford	Alan Jay	Enterprise (Knapheide)	Enterprise (Reading)	Gilbert
#406	Maint	F350/3500	4 X 2	Y	\$74,894.00	\$65,581.00	\$57,898.00	\$65,763.00	\$65,992.50
#409	Meter	F250/2500	4 X 2	Y	\$69,924.00	\$61,521.00	\$55,575.00	\$61,503.00	\$58,156.50
#517	Maint	F250/2500	4 X 2	Y	\$69,924.00	\$61,521.00	\$55,575.00	\$61,503.00	\$58,156.50

#409 Maverick

				Utility Body	Budget Amount	Enterprise	Enterprise Hybrid	Gilbert	Gilbert Hybrid
#409	Meter	Maverick	4 X 2	N	\$35,000.00	\$25,269.00	\$26,664.00	\$27,215.00	\$26,495.00

In review of the FY23 & FY24 vehicles, each unit is based upon the same Ford chassis. However, each bidder may have included additional features such as backup alarm, XL Drive Assist, etc. The other big difference, two of the bids utilize Knapheide utility bodies while the other two utilize Reading utility bodies.

Enterprise Fleet Management does offer a loan, or as they call it, a lease to own option. If this process is selected, then the OUA would have no capital outlay to obtain the vehicles. There will be a monthly payment which will include finance charges. At the end of the term, the vehicle cost will be slightly higher than a direct purchase price. For the table below, the unit cost are based upon Knapheide utility bodies and is based upon a 60-month term.

	<u>Purchase</u>	<u>Loan</u>
Units #406/#531:	\$57,898	\$70,165
Units #409/#517	\$55,575	\$67,081
Unit #436	\$57,626	\$72,181

The cost to defer the capital outlay is approximately \$12,000-15,000 per unit. The staff recommendation is to purchase the vehicles upfront. Staff recommends consideration of the following purchases:

FY23 Vehicles

Unit #531: To avoid a manufacturing delay, purchase this truck with a Knapheide utility body from Gilbert Chevrolet for \$65,992.50.

This truck is on the lot. (they only have one available, #406 will need to be ordered, see below)

This truck does cost approximately \$6,800 more than the lowest bid. This vehicle can be purchased with unit #406 below to save the money, but will require the manufacturing time.

Unit #436: Purchase this truck with Reading utility body from Gilbert Ford for \$62,492.

This truck is on the lot.

FY24 Vehicles

Unit #406: Purchase this truck with a Knapheide utility body from Enterprise Fleet Management for \$59,219, the unit will need to be ordered.

Unit #517: Purchase this truck with a Reading utility body from Gilbert Ford for \$58,156 .50. This truck is on the lot.

If delivery time is not a consideration, then a truck with more features for slightly less money can be purchased from Enterprise, but, there may be a wait of 6-9 months for delivery after order.

Purchase of the Ford Maverick XL AWD from Gilbert where the vehicle is on the lot. All others will be purchased with a delivery date (6-9 months). The OUA is looking at hybrid vehicle as a means to save on operational costs.

Unit #409: Purchase this truck from Gilbert Ford (Maverick Hybrid) for \$26,495.

This truck may still be on the lot.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 33

SEPTEMBER 19, 2023

LAKEFRONT ESTATES UPDATE

OUA staff made a submittal to the FDEP Water Quality Grant Portal for Lakefront Estates wastewater treatment facility. The application was titled “Wastewater Treatment Facility for Northeast Glades County Area”. The requested amount is \$19,750,000, with a \$2,500,000 match bringing the total for the application to \$22,250,000. The match will be supplied by the developer, Glades County or the OUA.

Staff is requesting ratification of this action to submit the application adding this one to the previously approved SW 5th Ave Septic to Sewer project and the SWSA Project 3 applications.

During the interim period, from when the application was submitted to hearing whether or not the application was approved, has requested from the developer a scope of work and fee schedule for an engineer to produce a feasibility study for the design, permitting, construction and operation of the wastewater treatment facility. Should an appropriation be approved, this study would be the basis for beginning the work.

OUA staff is also reviewing plans submitted for a 16” water main from the BHR tower to the Lakefront site.

2023-2024 FDEP Water Quality Grant Portal Application Questions

OUA-Lakefront Estates WWTF

Section 1: Start: applicant email:

Section 2: Project Details

Section 2: Contact Information

Name	Okeechobee Utility Authority
Street Address	John Hayford, P.E., Executive Director
City	100 SW 5th Avenue
State	Okeechobee
Zip	FL
Phone	34974
Email	(863) 763-9460
	jhayford@ouafl.com
Entity/Sponsor Name: <i>For innovative technology projects, list both the governmental entity as well as any technology/technology providers supporting the proposal.</i>	Okeechobee Utility Authority
Project Title: <i>If requesting funding for only a single phase of a project, please include the phase name or number.</i>	Wastewater Treatment Facility for Northeast Glades County Area
Project Description: 500 characters <i>A concise project description will be able to answer three questions: what, where and why. What type of project is being implemented; where is the nearest neighborhood or waterbody this project is benefiting; and why the project is being implemented (intended purpose or benefit)?</i>	Northeastern area of Glades County on SR78 & the Rim Canal surrounding Lake Okeechobee requires wastewater treatment to address development including ±1,400 single/multi-family, schools & light commercial. WWTP would allow for future expansion to convert existing OSTDS in Buckhead Ridge. WWTP to be designed & constructed initially at 850,000 GPD treatment, preventing approx. 12.6 tons of TN & 3 tons of TP per year from entering State waters due to septic tank runoff when implemented.
Section 3: Project Location:	
County/Counties: <i>Enter the County or Counties in which the project is located. To select more than one county, press and hold the control key as you make your selections.</i>	Glades County
Project Location: <i>Zoom to the area of the project and place the marker where the project will be located. You may also search by address.</i>	Interactive map on portal

2023-2024 FDEP Water Quality Grant Portal Application Questions

OUA-Lakefront Estates WWTF

Is the project benefiting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is the name of the waterbody not attaining standards that this project benefits?	Lake Okeechobee
BMAP Project:	
Is this project located in a BMAP area. A reasonable assurance plan area adopted by final order (RAP), an accepted alternative restoration plan area?	<input checked="" type="checkbox"/> yes, a BMAP <input type="checkbox"/> yes, A RAP <input type="checkbox"/> Yes, an alternative restoration plan area <input type="checkbox"/> No
What is the BMAP area is the project located:	Lake Okeechobee Basin
Is the project identified in the BMAP Statewide Annual Report?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please enter the name of the project as it appears in the BMAP Statewide Annual Report .	n/a
Is this project located within a Rural Area of Opportunity?	Yes
Section 4: Project Benefits:	
Project Benefits: <u>250 characters</u> <i>Please provide a short description of what the project will accomplish and how it will benefit the environment.</i>	Provide wastewater treatment facility to serve northeast Glades County versus installing ±1,400 OSTDS along the Rim Canal; allowing for expansion to capture new development; remove existing 1,600 OSTDS in Buckhead Ridge & others in OUA service area.
Water Quality Benefits: <i>Please enter the project benefits in numeric form. If there is no benefit, the benefit is not known or the benefit is not calculable, enter "0." If benefits are other than those listed below, be sure to describe them in the short description, above.</i>	25,200 -- TN (lbs/year): 6,000 -- TP (lbs/year):
You have entered 0 for one or more of the water quality benefits above. Please indicate which of the following best applies:	<input type="checkbox"/> No benefit <input type="checkbox"/> Benefit Not Known <input type="checkbox"/> Category not applicable for this project
Ancillary Water Quantity Benefits:	
Water Made Available (mgd) within 2 years of project completion:	0.35

2023-2024 FDEP Water Quality Grant Portal Application Questions

OUA-Lakefront Estates WWTF

<i>Numerical Value</i>	
You entered 0 for one or more of the water quality benefits above. Please indicate which of the following applies:	<input type="checkbox"/> <i>there is no benefit;</i> <input type="checkbox"/> <i>benefit is unknown or cannot be calculated;</i> <input type="checkbox"/> <i>category is not applicable for this project</i>
Storage Created (mg): <i>Numerical Value</i>	0
What is the Reason? You entered 0 for one or more of the water quality benefits above. Please indicate which of the following applies:	<input type="checkbox"/> <i>there is no benefit;</i> <input type="checkbox"/> <i>benefit is unknown or cannot be calculated;</i> <input type="checkbox"/> <i>category is not applicable for this project</i>
Other Benefits: If the project has benefits beyond water quality and/or water quantity, please explain.	Provides for a regional wastewater treatment facility in northeastern Glades County as development is planned for housing, schools and commercial and allows for eventual conversions of existing OSTDS in Buckhead Ridge and surrounding areas.
Is this project located within an alternative restoration plan adopted by final order?	No
Section 5: Funding Requests	
Project Type:	<input checked="" type="checkbox"/> New Project <input type="checkbox"/> New Phase
Existing Project Has there been previous state funds, including state grants utilizing state ARPA funds, committed to this project or a phase of this project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Existing Project Description: <i>Provide existing project name, funding amount (grant and match, if applicable and DEP agreement number(s))</i>	
Please provide the grant number(s) associated with this project.	
Grant Funds Needed:	19,750,000
Local Funds and/or Match Commitment:	2,500,000
Project Cost:	22,250,000
Multi-Year Funding Breakdown: <i>If the project is expected to be completed in phases over more than one year, please describe annual grant funds needed for each year and the phase with which those funds would be associated:</i>	
Cost Effectiveness: <u>500 characters</u>	Contractual services for engineering design, project management, bidding, inspection services during construction of a wastewater treatment plant required for residential & commercial development.

2023-2024 FDEP Water Quality Grant Portal Application Questions

OUA-Lakefront Estates WWTF

<p><i>Please describe how this project accomplishes its benefits in a way that achieves benefits in an affordable, efficient, and effective manner.</i></p>	<p>Eliminating septic tanks removes nutrient sources leeching into local State waterways thereby reducing HAB's or other water quality degradation. Addresses Lake Okeechobee BMAP & State goals for water quality to regionally treat wastewater versus septic systems.</p>
<p>Section 6: Proposed Project Readiness to Proceed</p>	
<p>Proposed Start Date: <i>For construction projects, list proposed construction start date.</i></p>	
<p>Construction Start Date:</p>	<p>June 30,2025</p>
<p>Estimated End Date:</p>	<p>June 30, 2027</p>
<p>Is this project already permitted?</p>	<p><input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> n/a</p>
<p>Is this project already designed?</p>	<p><input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> n/a</p>
<p>Does this project have approval from a city council, county board or other governing board to move forward?</p>	<p><input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> n/a</p>
<p>Please list the plans/commitment to operate and maintain project. 250 characters <i>Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so</i></p>	<p>Since 1995 the OUA has been committed to protect and serve the customers of Okeechobee and Glades Counties as well as the City of Okeechobee area. The OUA regularly maintains & operates several regional water & wastewater treatment plants and miles of distribution and collection piping. This proposed system improvement will be treated as all current OUA facilities.</p>

Section 7: Project Specific Information

There are 8 types of eligible projects for this grant program that are in 6 categories: septic-to-sewer; wastewater treatment facility improvements; onsite sewage treatment and disposal systems (OSTDS) upgrades to enhanced, nutrient-reducing systems or other wastewater systems that reduce Total Nitrogen by 65%; stormwater improvements; cooperative agricultural regional water quality improvement elements; and other BMAP projects. Each type requires entry of specific information relating to that project type. Complete all that apply to this project.

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2023-2024 FDEP Water Quality Grant Portal Application Questions

OUA-Lakefront Estates WWTF

Is there a public outreach component to the project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Residents and businesses in northeast Glades County; at public Glades and Okeechobee County Board of County Commission Meetings, Lake Okeechobee News
Is this a wastewater related project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a septic to sewer project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If the project selected makes sewer connections available to properties currently served by onsite sewage treatment and disposal systems (OSTDS), please verify that you agree that you will provide notification of the availability of sewer and the requirement to connect within 365 days of the notification, per s. 381.00655, F.S. Proof of such notice will be required in the grant agreement following construction completion and prior to reimbursement.	Must agree Yes
Is this a wastewater treatment facility repair, enhancement, expansion or construction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pick one that best characterized the project:	<input type="checkbox"/> Repair <input type="checkbox"/> Enhancement <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> New Construction
What is the facility ID for the receiving wastewater treatment facility?	n/a Not constructed
Does the receiving wastewater facility have <i>existing</i> capacity to accept the flow associated with this project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
When will the capacity at the facility be expanded?	June 30, 2025 is the anticipated construction start date and June 30, 2027 is the estimated construction end date.
What is the current level of buy-in or approval from neighborhood for sewer connections?	Support from Glades and Okeechobee Counties, the OUA and new developer of Lakefront Estates
Will this project subsidize the connection of onsite sewage treatment and disposal systems to existing infrastructure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What other incentives are offered for hooking up to sewer, if any?	n/a
Will connections be required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2023-2024 FDEP Water Quality Grant Portal Application Questions

OUA-Lakefront Estates WWTF

Who will be responsible for the abandonment of OSTDS (septic tanks)?	<input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Homeowner
Does the scope of this project as proposed in this application include connecting individual houses currently served by OSTDS to sewer?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How many properties with an onsite treatment and disposal system (OSTDS) will this project directly connect to central sewer?	1400
Where direct lateral connections are not currently proposed, how many new connections are expected to be made at a future date or at the property owner's expense? Provide the number OSTDS to be taken offline, pending lateral connection at a future date or at the owner's expense.	
How many of the OSTDS targeted by this project are on individual parcels 1 acre or less?	<input checked="" type="checkbox"/> All <input type="checkbox"/> Most (greater than 50% but not all) <input type="checkbox"/> Some, fewer than 50%, some <input type="checkbox"/> None
How many of those onsite sewage treatment and disposal systems are within 200 meters of a waterbody?	1400
Will any septic to sewer conversion occur in a wet, potentially flooded area or an area with a high seasonal water table?	N/A
Has the utility established a billing method associated with the new connections i.e., plans to use potable water data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the utility have a plan to ensure ongoing maintenance of the system for its usable life?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a wastewater treatment facility repair, enhancement, expansion or construction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> repair <input type="checkbox"/> enhancement <input type="checkbox"/> expansion <input checked="" type="checkbox"/> construction
What was this facility's annual average Total Nitrogen (mg/L) last year?	N/A
What was this facility's annual average Total Phosphorus (mg/L) last year?	N/A

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<p>What is the current permitted disposal method(s), by percent utilized in 2022 if more than one?</p> <p>Need the estimated % of disposal method; Need to know what kind of disposal methods you're considering to evaluate the proposal.</p>	<p>Underground Injection ___ % Land Application Slow-rate Restricted Public Access <u>100</u> % Land Application Public Access Reuse ___ % Land Application Rapid Rate Infiltration Basin (RIB) ___ % Land Application Surface Water Augmentation ___ % Groundwater Recharge - wetlands ___ % Groundwater Recharge - underground injection ___ % Groundwater Recharge - Rapid-rate land application ___ % Groundwater Recharge - Salinity barriers ___ % Surface Water discharge ___ % Surface water discharge - wetlands ___ % Industrial Reuse ___ % Land application ___ % Total Percentage: <u>100</u> <u>0</u> %</p>
<p>Would this project change the disposal method above?</p>	<p><input checked="" type="checkbox"/> Yes –RFI to FDEP – answer yes <input type="checkbox"/> No</p>
<p>Following any proposed treatment upgrades, what will be this facility's estimated average effluent concentrations of Total Nitrogen (mg/L)?</p>	<p>10</p>
<p>Following any proposed treatment upgrades, what will be this facility's estimated average effluent concentrations of Total Phosphorus (mg/L)?</p>	<p>6</p>
<p>Does the project accommodate and consider growth?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>To what year in the future was growth evaluated?</p>	<p>2030</p>
<p>Will any existing surface water discharge be eliminated due to this project as proposed?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Please describe how the project will improve surface or groundwater quality.</p>	<p>n/a</p>
<p>Is this a reuse or collection system repair, expansion or construction?</p>	<p><input type="checkbox"/> Yes, collection system <input type="checkbox"/> Yes, reuse system <input checked="" type="checkbox"/> Neither</p>

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Is this reuse project associated with the reduction or elimination of surface water discharges? Answer, If yes was checked to previous questions	
Does this project include upgrading conventional onsite sewage treatment and disposal systems to advanced nutrient-reducing system or other equivalent wastewater system that can reduce nitrogen by 65%?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the advanced, nutrient-reducing system approved by the department as capable of meeting or exceeding a 50% total nitrogen reduction before disposal of wastewater in the drain field, or at least 65% total nitrogen reduction combined from onsite sewage tank or tanks and drain field or other wastewater system that can reduce total nitrogen by 65%?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How many OSTDS systems will be upgraded?	1400+/-
Will the applicant be replacing the systems on behalf of homeowners?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will the applicant be using grant funds to offer a grant program to eligible homeowners to install individual enhanced, nutrient-reducing OSTDS?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What type of system is being proposed for installation?	<input checked="" type="checkbox"/> In-ground nitrogen reducing biofilters (INRB) <input type="checkbox"/> Nitrogen-reducing aerobic treatment units (ATU) <input type="checkbox"/> Nitrogen-reducing performance-based treatment systems (PBTS)
Who will be responsible for continued operations and maintenance?	The Okeechobee Utility Authority
STORMWATER:	
Is this a stormwater project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What is the size of the drainage basin for the stormwater project, in acres?	n/a
Are you repairing, upgrading, expanding, or constructing?	n/a

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<p>Please select all the stormwater types that apply to this project:</p>	<input type="checkbox"/> Retention/detention <input type="checkbox"/> Swales <input type="checkbox"/> Constructed or improved wetland <input type="checkbox"/> Baffle boxes <input type="checkbox"/> Shoreline stabilization <input type="checkbox"/> Living shoreline <input type="checkbox"/> Rain gardens, green roofs, tree boxes, or vegetated buffers <input type="checkbox"/> Hydrologic restoration <input type="checkbox"/> Stormwater Treatment Area <input type="checkbox"/> Chemical or biological treatment (e.g., flocculent, filter media) <input type="checkbox"/> Other...
<p>Is this a cooperative agricultural regional water quality improvement element in a BMAP?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Is this a BMAP project that has water quality benefits not captured by the above five project types (septic-to-sewer, wastewater enhancements, OSTDS upgrades, stormwater improvement, or cooperative agricultural regional project)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Describe how project removes nutrients:</p>	<p>n/a</p>

Section 8: Acknowledgement & Submission

By choosing YES below, I hereby acknowledge that: (1) information submitted to the Department will become a public record; (2) submittal does not create an agreement, nor does it guarantee funding; (3) I understand the funding is available only to governmental, higher education, or nonprofit entities and I am or represent an eligible entity.

Yes

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 34

SEPTEMBER 19, 2023

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 35

SEPTEMBER 19, 2023

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 36

SEPTEMBER 19, 2023

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1 Design of the pump station & force main
 - Master Pump Station (MPS)
 - MPS Construction – Final Completion today
 - Notice to Proceed: February 20, 2022
 - Substantial: February 19, 2023 (365 calendar days)
 - Final: April 20, 2023 (425 calendar days)
 - Master Force Main (MFM)
 - MFM Construction – Final Completion today
 - Notice to Proceed: May 23, 2022
 - Substantial: December 19, 2022 (210 calendar days)
 - Final: January 18, 2023 (240 calendar days)
 - Force Main SE2 Interconnect
 - Anticipated bid advertisement Spring 2024
- Project 2 Collection System
 - Notice to Proceed issued on March 29, 2023
 - Substantial: March 29, 2025 (731 calendar days from NTP)
 - Final: May 12, 2025 (775 calendar days from NTP)
- Project 3 Okee-Tantie
 - Anticipated advertisement Spring 2024

Pine Ridge Park Utility Improvements

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

SW 5th Ave Wastewater System Improvements

- City Ordinance approved
- Engineering Proposal Today

US441SE Water Main Extension

- Under design

Treasure Island Septic to Sewer Project

- Under design

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 37

SEPTEMBER 19, 2023

ITEMS FROM THE BOARD