

**OKEECHOBEE UTILITY AUTHORITY**  
**MEETING AGENDA**  
**AUGUST 15, 2023**  
**8:30 A.M.**

1. Call the Meeting to Order
    - Pledge of Allegiance
    - Determination of Voting Members
  2. Agenda Additions or Deletions
  3. Meeting Minutes from July 18, 2023
  4. Department Supervisor Updates
  5. **Consent Agenda**
    6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B & C)
    7. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
    8. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
    9. Invoice from Hinterland Group, Inc – SWSA Project 2
    10. Invoices from Hinterland Group, Inc – Pine Ridge Park Utility Improvements
    11. Invoice from Florida Drilling Corporation – Injection Well Integrity Testing
    12. Invoice from McNabb Hydrogeologic Consulting, Inc. – IW-1 Mechanical Integrity Testing Professional Services
    13. Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project
    14. Invoice from Go Underground Utilities, LLC – SWTP Pipe Replacement
    15. Invoice from Thorn Run Partners
    16. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
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17. Finance Report
  18. Staffing Compliment
  19. OUA Employee Pension Investment Policy - Updated
  20. SWSA Project 1 Master Pump Station Substantial Completion
  21. SWSA Project 1 Master Force Main Substantial Completion
  22. SWSA Project 2 Asbestos Cement Pipe Removal
  23. FDEP Wastewater Grant Portal Applications

24. Public Comments
25. Items from the Attorney
26. Items from the Executive Director
27. Items from the Board



**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 1**

**AUGUST 15, 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**

**September 19, 2023 – 8:30 A.M.**

**FUTURE HOLIDAYS FOR OUA STAFF**

**Monday – September 4, 2023 – Labor Day**

**Thursday – November 23, 2023 - Thanksgiving**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 2

AUGUST 15, 2023

**AGENDA ADDITIONS OR DELETIONS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 3

AUGUST 15, 2023

**MEETING MINUTES**

Attached is a copy of the minutes for the meeting held on July 18, 2023.

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

**OKEECHOBEE UTILITY AUTHORITY  
MEETING MINUTES**

Tuesday, July 18, 2023 8:30 A.M.

Okeechobee Utility Authority

100 SW 5<sup>th</sup> Avenue

Okeechobee, Florida

**Chairperson Clay called the meeting to order at 8:31 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\*

Tabitha Trent\*

**Alternates:**

Melanie Anderson

Glenn Sneider

**Absent:**

\*Voting Board Members

**OUA Members:**

John Hayford

Lauriston Hamilton

Jamie Mullis

Tom Conely

Michelle Willoughby

**Chairperson Clay addressed Agenda Item No. 3 ‘Agenda Additions or Deletions’ There were none.**

**Chairperson Clay addressed Agenda Item No. 3 ‘Meeting Minutes from June 20, 2023.’ Motion by Steve Nelson to accept the Meeting Minutes from June 20, 2023 as presented. Second by Harry Moldenhauer. Vote unanimous (5-0), motion carried.**

**Chairperson Clay addressed Agenda Item No. 4 ‘Employee Recognition’** Chairperson Clay recognized Tracy Cook for her 15 years of service to the OUA.

**Chairperson Clay addressed Agenda Item No. 4 ‘Department Supervisor Updates’**

Maintenance: Jess Mason discusses stock levels of inventory items such as 240- and 480-volt panels. Jess Mason discusses that there are two new employees for the Maintenance Department, both of which are new to this type of work. Jess Mason discusses the need for the electrical position to be filled.

WWTP: Jamie Gamiotea was not present for the meeting.

SWTP: Kevin Rogers discusses stock levels of inventory items both in use and reserve. Kevin Rogers discusses the use of some inventory items. *Glenn Sneider out at 8:55 A.M.* Chairperson Clay asks who

tracks the life span and on-hand stock levels. Kevin Rogers discusses that Raul Marrero was assigned to tracking these items.

Administration: Kristy Arnold discusses that there are currently no vacancies in customer service. There were no other updates for the board.

Jamie Mullis provides the board with updates from the Supervisor Meeting on June 21, 2023.

**Chairperson Clay addressed Agenda Item No. 6 ‘Consent Agenda’** Attorney Conely states that Consent Agenda Item No. 13 should state invoice payable to Lewis, Longman & Walker, P.A. **Motion by Steve Nelson to approve the Consent Agenda with correction to Consent Agenda Item No.13:**

**Consent Agenda Item No. 7 ‘Invoice from Sumner Engineering & Consulting, Inc – SW Wastewater Service Area Project (Part B & C) in the amount of \$6,965.88’**

**Consent Agenda Item No. 8 ‘Invoice from Sumner Engineering & Consulting, Inc – SW Wastewater Service Area Project (Part E) in the amount of \$25,090.98’**

**Consent Agenda Item No. 9 ‘Invoice from Sumner Engineering & Consulting, Inc – Homeowner Grant Funding Support in the amount of \$7,320.00’**

**Consent Agenda Item No. 10 ‘Invoice from Hinterland Group, Inc. – SWSA Project 2 in the amount of \$559,224.49’**

**Consent Agenda Item No. 11 ‘Invoice from Felix Associates of Florida, Inc. –SWSA Master Pump Station in the amount of \$5,130.00’**

**Consent Agenda Item No. 12 ‘Invoice from Barney’s Pump Inc – RAS Pump Replacement in the amount of \$101,058.00’**

**Consent Agenda Item No. 13 ‘Invoices from Lewis, Longman & Walker, P.A. – USDA Loan in the amount of \$10,022.50’**

**Consent Agenda Item No. 14 ‘Invoice from Evergreen Solutions, LLC in the amount of \$4,875.00’**

**Consent Agenda Item No. 15 ‘Proposal from Andersen Andre Consulting Engineers, Inc. – SWSA Lab Testing Services in the amount of \$37,985.00’**

**Consent Agenda Item No. 16 ‘Invoice from Thorn Run Partners in the amount of \$3,500.00’**

**Consent Agenda Item No. 17 ‘Invoice from MacVicar in the amount of \$250.00’**

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

**Chairperson Clay addressed Agenda Item No. 18 ‘Finance Report’** Finance Director Hamilton reviews the Finance Report for period ending June 30, 2023. **Motion by Steve Nelson to approve the Finance Report for period ending June 30, 2023. Second by Tabitha Trent. Vote unanimous (5-0). Motion carried.**

**Chairperson Clay addressed Agenda Item No. 19 ‘Allocation of FY22 Operating Surplus’** Finance Director Hamilton reviews that as a practice, the OUA has traditionally calculated the net difference on the operating fund account (actual vs. budget) from which payments and receipts are recorded. Finance Director Hamilton discusses that such difference arises because budgeted income and expenditures will never equate to actual payments and receipts during any financial year. Therefore, after the completion of the Authority’s financial audit, the net difference is transferred to a restricted account for future use.

Finance Director Hayford discusses the options available for this transfer. Finance Director Hamilton discusses that with a number of capital expenditures pending in financial year FY24, it is staff recommendation to allocate all of the FY22 operating difference of \$257,447 to the Capital Improvement Project Fund. **Motion by Tabitha Trent to approve the transfer the FY22 operating difference in the amount of \$257,447 to the Capital Improvement Project Fund. Second by Harry Moldenhauer. Vote unanimous (5-0). Motion carried.**

**Chairperson Clay addressed Agenda Item No. 20 'FY23 Capital Budget Status Report'** Finance Director Hamilton discusses that at the last board meeting staff was asked to provide a report of where the FY23 budget stands. Board Member Trent inquires as to why the Master plan is listed as pending. Executive Director Hayford discusses that the Master Plan has not been put out an RFP as there is a pending issue with the consumptive use permit. Staff are currently negotiating with the water management district. Executive Director Hayford discusses that knowing what the consumptive use permit is will determine whether or not the OUA will need a new treatment plant. There was a brief discussion. **Motion by Steve Nelson to approve the FY23 Capital Budget Status Report as presented. Second by John Gilliland. Vote unanimous (5-0). Motion carried.**

**Chairperson Clay addressed Agenda Item No. 21 'Critical Inventory Item'** This item was discussed with Agenda Item No. 4.

**Chairperson Clay addressed Agenda Item No. 22 'Monthly Health Stipend'** Executive Director Hayford discusses that staff reviewed current insurance use by the employees. Staff compared the increase to the stipend to the available employee insurance choices (FY24) to arrive at what would be the overall employee benefit. Executive Director Hayford discusses that with each increase to the proposed monthly stipend, actual employee out of pocket insurance costs will go down, potentially leading to additional health care coverage for spouse, children or family. Executive Director Hayford discusses that the increase will also increase the amount of available financial resources the employee has to offset other lifestyle necessities such as rent, food, or others costs. The employee can only apply the stipend to pay for health care, vision, dental or life insurance costs. Executive Director Hayford discusses that this stipend is directed to retain current employees or as an attraction for new employees with respect to their benefit package. Executive Director Hayford discusses that while none of the stipends pay the full monthly health insurance premiums for all policies at all coverages (employee, spouse, child & family), all stipends lower the out-of-pocket expenses of an employee. Executive Director Hayford discusses that the preliminary FY24 budget currently lists the stipend as \$1,100 per employee. Executive Director Hayford discusses that staff is asking the OUA Board to make a change to the stipend with an effective date beginning August 1<sup>st</sup> so that an employee will know what money is available to go towards policy expense. Executive Director Hayford discusses that the employee will make these choices during the Open Enrollment which is expected to occur mid-August, with policies taking effect October 1<sup>st</sup>. Chairperson Clay discusses that the benefit package offered by the OUA is supposed to be evaluated during the Employee Classification and Compensation Survey. There was a brief discussion about waiting to make any changes to the stipend until after the survey is complete. Board member Trent discusses that from a budget timeline perspective as well as open enrollment deadlines this issued should be considered. Executive Director Hayford discusses that the preliminary FY24 budget currently lists the stipend as \$1,00 per employee. Executive Director Hayford discusses that the employee will have to make decisions regarding insurance benefits during open enrollment in August and the survey will not be completed until after the close of open enrollment. **Motion by Tabitha Trent to approve the increase in the Monthly Health Stipend from \$750 to \$1,100. Second by John Gilliland. Vote unanimous (5-0). Motion carried.**

**Motion by Tabitha Trent to approve the increase of the Monthly Health Stipend beginning September 1, 2023. Second by Steve Nelson. Vote unanimous (5-0). Motion carried.**

**Chairperson Clay addressed Agenda Item No. 23 ‘PRM (Public Risk Management) New Products – Health Benefit’** Finance Director Hamilton discusses that each year prior to the enrollment period, OUA staff would review the list of products offered by Public Risk Management (PRM) – OUA’s Health Insurer, to determine whether any new product(s) are beneficial to OUA’s staff or its retirees. Finance Director Hamilton discusses that for 23/24 review, there are two new products being added to PRM portfolio of products: Blue Medicare Elite PPO and Diabetes Prevention Program. Finance Director Hamilton discusses that the Blue Medicare Elite PPO health product is accessible by OUA’s retirees who meet the requirements. Finance Director Hamilton discusses that since there is no additional charge to OUA in offering Blue Medicare Elite PPO along with the current PRM Plan 0727, staff propose that OUA offers both policies to retirees for their selection. Finance Director Hamilton reviews the Diabetes Prevention Program that is being offered by PRM to participants during the coming enrollment year – 23/24. This program is a fitness and wellness program which seeks to motivate active staff members and their dependents (over the age of 18 years old, and are at risk of developing type 2 diabetes), through a year-long fitness program. During the initial 16 weeks, the qualifying participants, who must have a Body Mass Index (BMI) of 25 or higher, will be assigned five milestones. Finance Director discusses that upon achievement of each milestone, the participants will be given a cash payout as encouragement for participation. Finance Director discusses that the total cost to OUA per participant is \$700, provided the participant achieves all milestones. Finance Director Hamilton discusses that using the current enrollment of 61 participants over 18 years as at June 2023, the maximum estimated cost to OUA (assuming all persons qualify and are interested) would equal (61 participants X \$700) = \$42,700. Finance Director Hamilton discusses that this estimate is the worst-case situation, as not all insured person will meet the BMI of 25 (or more) or follow through and attain all five milestone. There was a brief discussion regarding the Diabetes Prevention Program. Chairperson Clay asks staff who is responsible for funding the cash payouts out for each milestone. Finance Director Hamilton discusses that OUA would fund the program. **Motion by Steve Nelson to table the Diabetes Prevention Program. Second by John Gilliland. Vote unanimous (5-0). Motion carried**

**Motion by Harry Moldenhauer to approve the addition of the Blue Medicare Elite PPO to the insurance plans offered for OUA retirees. Second by Steve Nelson. Vote unanimous (5-0). Motion carried.**

**Chairperson Clay addressed Agenda Item No. 24 ‘Elimination of Single Person Shift’** Executive Director Hayford discusses that currently the OUA utilizes single person shifts at the treatment plant for nights, weekends and holiday schedules. Executive Director Hayford discusses that the OUA Board addressed this issue at the last meeting stating that this policy needed to be evaluated and asked staff to look in to eliminating single person shifts. Executive Director Hayford discusses that the projected annual cost to eliminate the single shift would be \$718,889. Executive Director Hayford discusses that OUA supervisory staff will investigate shifting day time personnel to night/weekend duties to eliminate the need for hiring the eleven additional staff listed above. There was a brief discussion and staff were directed to discuss staff coverage levels with supervisors. Board members discussed that staff should reach out to other utilities to discuss their staffing levels. Informational purposes only, no board action taken.

**Chairperson Clay addressed Agenda Item No. 25 ‘FY24 Budget Discussion Sheet’** Finance Director Hamilton discusses that presently, operations at the Water and Wastewater Treatment Plant are monitored by a single employee during overnights, weekend and holiday which the Board considers to be untenable given the level of exposure and liability that OUA could be deemed responsible for. Finance Director

Hamilton discusses that in an attempt to eliminate such exposure, a computation of additional staffing was evaluated to achieve the stated objective of eliminating single man shift. This item to be brought back after further evaluation. Finance Director Hamilton discusses that as a contingency plan for OUA's water source from Okeechobee Lake, the GWTP which utilize well water as its source, was established and maintained by the Authority. Finance Director Hamilton discusses that due to continued concerns of OUA consumptive permit, it is staff proposal that the decisions of carrying back the continuous operation of the GWTP, as a source of supply, be reviewed and decided upon. Finance Director Hamilton discusses the maximum annual cost of \$42,700 to operate the Diabetes Prevention Program. Finance Director Hamilton discusses the net increase in revenue with no discount compared to a 75% discount. Finance Director Hamilton discusses that the resolution approving a 75% discount sunset September 30, 2023, should be Board not approve its continuation then the rates will revert to the total charge without discount on October 1, 2023. Chairperson Clay discusses mandatory connections and 75% discount that is currently being offered to the customers. *Melanie Anderson out at 10:23 A.M.* Executive Director Hayford discusses the operation of the GWTP and the current request to increase the consumptive use permit. Finance Director Hamilton discusses that the staff seek to implement a number of projects to increase efficiency plus the protection and safety at each facility, a number of costly projects are being contemplated for inclusion in FY24 Capital Budget. Finance Director Hamilton discusses that presently, the department's capital project included in the previously submitted preliminary budget stands at \$3,455,737 which will be adjusted upward as accurate estimates are received from suppliers. Finance Director Hayford discusses that given the total departmental capital budget is scheduled to be funded from the Capital Improvement Fund, the issue of the depletion of the CIP fund becomes an issue as it presently stands at \$1,475,230. Informational purposes only, no board action taken.

**Chairperson Clay addressed Agenda Item No. 26 'Salary Survey Meetings – Evergreen Solution, LLC'**

Executive Director Hayford discusses that since signing the contract with Evergreen Solutions LLC on June 20<sup>th</sup>, the OUA has had two subsequent meetings. The first meeting was on June 26<sup>th</sup> and took the format of a video conference call. This meeting was intended to be an introduction of the Evergreen's Project Team to OUA's management. Executive Director Hayford discusses that the second meeting was on July 11<sup>th</sup>, two staff introduction sessions were hosted with Rob Williamson, Project Manager. The first was held at the main office from 8:00am to 9:30am and the second was held at the Barn from 10:00am to 11:30am. A total of 50 employees from the staff compliment of 53 attend both sessions. Executive Director Hayford discusses that the format of the meetings included Rob Williamson introducing himself and the company (Evergreen) to staff members as well as an explanation of the benefits to be derived to both staff and company from the project being undertaken. Executive Director Hayford discusses that a pictorial explanation of the Job Assessment Tool (JAT) was explained to staff and its simplicity. Since all staff members are required to input their job function into the software. Executive Director Hayford discussed that staff were then asked to provide their opinion of OUA for Rob Williamson to gain an understanding of their impression of the Authority. Executive Director Hayford discussed that there will be another in person meeting prior to the Preliminary Report on September 15<sup>th</sup>. This is for informational purposes only, no action needed.

**Chairperson Clay addressed Agenda Item No. 27 'Security Camera SWTP and Maintenance Barn'**

Executive Director Hayford discusses that staff contacted Advanced Alarm and Group One Safety & Security concerning the need for area security cameras. After several telephone contacts and emails, Advanced Alarm contacted the OUA and stated for several reasons they could not be of service to the OUA. Similar telephone and email contacts had been sent to Group One. Executive Director Hayford



discussed that on July 12<sup>th</sup>, staff received two different quotes, one for the SWTP and the other for the Maintenance Barn. Both quotes contain Network Video Recorders, monitor, battery back-up and installation. The proposal for the water plant had eight cameras while the maintenance barn had six. In each location additional camera could be placed for approximately \$1,545.00. There was a brief discussion and board members determined this agenda item was to be tabled until additional costs and quotes could be obtained.

**Chairperson Clay addressed Agenda Item No. 28 ‘Vacuum Station No. 2 Generator Replacement’** Executive Director Hayford discusses that the generator was installed at Vacuum Station No. 2 when the station was built in circa 2005. This generator began its’ service life with the City of Okeechobee on or about 1986 at the wastewater treatment plant on Cemetery Road. It has held up well over the years, but, does take more and more repairs with each passing year. Executive Director Hayford discusses that this generator is installed in the building and is quite loud. Additionally, the generator is slightly undersized for the electrical load for the current capacity of the station. Executive Director Hayford discusses if this proposal is approved, the new generator would come with an all-weather enclosure with sound attenuating features so that the generator could be mounted outside of the building on a slab. The generator will pre-purchased by OUA. Executive Director Hayford discusses that in the engineering proposal, the replacement generator would be a 250-kW generator and will meet or exceed the electrical requirements of the lights & motors currently installed at the station. Preliminary budget pricing for the pre-purchase of the generator is \$120,000. Executive Director Hayford discusses that the preliminary estimate of the work to install, wire and other miscellaneous work to complete the install of the generator at an additional price of \$125,000. **Motion by Steve Nelson to approve the engineering fees proposed by CHA Engineering in the amount of \$48,100 to provide engineering, permitting, bidding and construction services. Second by Tabitha Trent. Vote unanimous (5-0). Motion carried**

**Chairperson Clay addressed Agenda Item No. 29 ‘Pine Ridge Park Engineering Fees’** Executive Director Hayford discusses that per the original contract, the construction was to be primarily completed by August 19, 2023 with final completion by September 18, 2023. Executive Director Hayford discusses that the OUA has agreed to put the household connections for water and wastewater back in to the contract during the last OUA meeting. The approved change order included both a cost increase (\$818,942.65) and additional time (150 days). Executive Director Hayford discusses that due to the increase in construction contract time, the engineers time to provide construction services also has to be adjusted. Previous approvals for time to the contractor have been granted are the 150 days for Change Order No. 2 and Change Order No. 3 which is up for consideration today, allowing a total 181 days. Executive Director Hayford discusses the engineering request provides for these days as well as the additional work to be incurred by the engineering firm over the additional days. Tasks, in general, include project oversight, inspections, shop drawings, additional pay requests, project meetings/communications as well as other associated work items. **Motion by Tabitha Trent to approve the CHA Engineering proposal – Engineering Scope Revision No. 4 for the Pine Ridge Park Utility Improvements in the amount of \$138,200 to provide construction inspection services. Second by Steve Nelson. Vote unanimous (5-0). Motion carried**

**Chairperson Clay addressed Agenda Item No. 30 ‘Pine Ridge Park Change Order No. 3’** Executive Director Hayford discusses proposed Change Order No. 3 for the Pine Ridge Park Utility System Improvement project. This change order will address a contract price reduction and time extension for approved additional work. Executive Director Hayford discusses that the contract price reduction is a result of the OUA direct purchasing the emergency generator for the vacuum pump station. The end

result is that the OUA saves on the sales tax (\$8,553.26) expense. Executive Director Hayford discusses that the work will add a total of 31 calendar days to the original contract. OUA staff have reviewed the work and time and are in agreement with the contract price and time adjustments. **Motion by Tabitha Trent to approve Change Order No. 3 for the addition time (31 days) and price reduction (\$150,274.26) requested and authorize the OUA Board Chairman to execute the document. Second by Harry Moldenhauer. Vote unanimous (5-0). Motion carried**

**Chairperson Clay addressed Agenda Item No. 31 ‘Upgrade of the PLC System’** Executive Director Hayford discusses that the SWTP utilizes a number of equipment’s in the conversion of raw water to processed water for consumption by OUA’s customers. To enable both the efficient and automation of the process, a plc (which acts as the brain of the automation process) is attached to the main processing machines. Executive Director Hayford discusses that presently, the PLC in operation is outdated and provides a challenge to acquire components for maintenance. Executive Director Hayford discusses that should our current system start to malfunction and become inoperable, then SWTP will be forced to operate manually which unfortunately would present a nightmare. Executive Director Hayford discusses that C2i, who are the maintenance contractor of the present PLC has provided a quotation of \$268,142.82 to replace and upgrade the PLC model at the SWTP. However, with a lead (delivery) time of 52 weeks. Executive Director Hayford discusses that it is the recommendation of staff that the Board approve the issuing of a purchase order to C2i with the understanding that the final invoice may defer due to the long lead time for delivery and installation. There was a brief discussion regarding the proposed upgrades to the PLC system. **Motion by Tabitha Trent to approve the issuance of a purchase order to C2i in the amount of \$268,142.82. Second by John Gilliland. Vote unanimous (5-0). Motion carried**

**Chairperson Clay addressed Agenda Item No. 32 ‘Employee Hiring & Retention’** Executive Director Hayford discusses that the OUA held a supervisor meeting at the OUA main office. Executive Director Hayford discusses that a part of the meeting was spent on employee concerns such as employee retention or what can the OUA change/do/provide to attract new hires. Executive Director Hayford discusses that the OUA currently provides up to \$300 per year per eligible employee for their uniforms. Executive Director Hayford discusses that with a change to the Employee Personnel Manual, the OUA shall pay \$450.00 to each employee on October 1<sup>st</sup>, towards uniform expenses to meet the requirements identified. Executive Director Hayford discusses that this change does not specifically address footwear (e.g. safety boots) or the wearing of other safety related attire. The employee may use the annual allowance for any items worn to work. Executive Director Hayford discusses current compensation time and longevity bonuses. There was a brief discussion that the topics covered in the is agenda item should be provided to Evergreen Solution LLC for consideration in the Salary and Compensation Survey. There was no board action taken.

**Chairperson Clay addressed Agenda Item No. 33 ‘Employee Licensing’** Executive Director Hayford discusses current OUA policy is have the OUA licenses to meet FDEP regulatory requirements for each facility. Executive Director Hayford discusses the current FDEP regulatory requirements. Executive Director Hayford discusses annual expense and effects to the budget. Executive Director Hayford discusses that this agenda item was provided as a discussion item and will develop this policy over the next several OUA Board meetings. There was no board action.

**Chairperson Clay addressed Agenda Item No. 34 ‘Surface Water Treatment Plant Inspection’** Executive Director Hayford presented and addressed the boards concerns.

**Chairperson Clay addressed Agenda Item No. 35 ‘Public Comments’** There were none.

**Chairperson Clay addressed Agenda Item No. 36 ‘Items from the Attorney’**

**Chairperson Clay addressed Agenda Item No. 27 ‘Items from the Executive Director’** Executive Director Hayford gave an update on current projects.

**Chairperson Clay addressed Agenda Item No. 38 ‘Items from the Board’** Executive Director Hayford discusses there is a City Council meeting tonight, July 18, 2023 to discuss mandatory connections. Executive Director Hayford discusses that the SW 5<sup>th</sup> Avenue design work by Sumner Engineering as well as the signing of the FDEP Grant has been held up based on the City approval of mandatory connection. **Motion by Tabitha Trent to approve the Chairman to execute the FDEP Grant and Sumner Engineering contract in advance pending positive outcome at the City Council meeting. Second by Steve Nelson. Vote unanimous (5-0). Motion carried**

**There being no other business, meeting adjourned at 11:22 A.M.**

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

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Chairperson

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Executive Director (Secretary)

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 4

AUGUST 15, 2023

**DEPARTMENT SUPERVISOR UPDATES**

# OKEEHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 5

AUGUST 15, 2023

### CONSENT AGENDA

- Pull items for discussion from Consent Agenda.
- Items pulled from Consent Agenda will be discussed at the end of Agenda.
- Unless noted all Consent Agenda items are recommended for approval.
- Motion to approve items on Consent Agenda as follows:

#### **5. Consent Agenda**

6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B & C)
7. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
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11. Invoice from Florida Design Drilling Corporation – Injection Well Integrity Testing
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15. Invoice from Thorn Run Partners
16. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 6

AUGUST 15, 2023

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$2,766.17 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		\$2,766.17		\$77,550.13

**Staff recommends approval of this invoice in the amount of \$2,766.17 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

August 4, 2023

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

Invoice No. 1593

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
<b>B1 – Design and Permitting</b>	<b>\$505,036</b>	98%	\$494,935.28	\$494,935.28	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$485,036</i>				
• <i>Change Order</i>	<i>\$20,000</i>				
<b>B2 – Bidding Services</b>	<b>\$43,380</b>	76%	\$32,968.80	\$32,968.80	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$27,160</i>				
• <i>Change Order</i>	<i>\$16,220</i>				
<b>C – Construction Services</b>	<b>\$211,940</b>	T&M	\$154,901.79	\$152,135.62	<b>\$2,766.17</b>
				<b>TOTAL:</b>	<b>\$2,766.17</b>

Total Purchase Order Amount: \$760,356.00

Total Billed to Date: \$682,805.87

**Total Billed this Invoice: \$ 2,766.17**

For services rendered through July 9 – July 29, 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 #** 1593

**DATE** 08/04/2023

**DUE DATE** 08/04/2023

**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/10/2023	<b>Hours - Sumner, Jeffrey M</b> Project close-out items (MPS)	1:00	170.00	170.00
07/14/2023	<b>Hours - Sumner, Jeffrey M</b> Submittal coordination	1:00	170.00	170.00
07/17/2023	<b>Hours - Sumner, Jeffrey M</b> Close-out doc coordination	1:00	170.00	170.00
07/19/2023	<b>Hours - Sumner, Jeffrey M</b> submittal coordination	1:00	170.00	170.00
07/20/2023	<b>Hours - Sumner, Jeffrey M</b> Site inspection: MPS-MFM connection	4:00	170.00	680.00
07/21/2023	<b>Hours - Sumner, Jeffrey M</b> submittal coordination	1:00	170.00	170.00
08/01/2023	Project 1 CEI Support (JEA, including 10% markup per contract)			1,236.17
TOTAL OF NEW CHARGES				2,766.17
BALANCE DUE				<b>\$2,766.17</b>





Integrity • Knowledge • Service

July 26, 2023

Project No:

19775-001-02

Invoice No:

0252057

Sumner Engineering & Consulting, Inc.  
jeff@sumnerengineering.com

Project 19775-001-02 Southwest Section Wastewater Service Area Septic to Sewer - Master Pump Station

SEC PN: 19-04

PO#: 10264

CO No.: 1-3

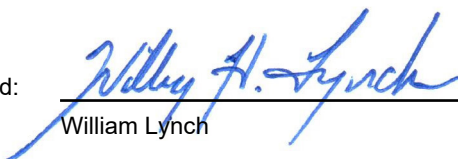
**Professional Services from June 26, 2023 to July 14, 2023**

Task 5000 Construction Admin

**Professional Personnel**

	Hours	Rate	Amount
- Project Officer Lynch, William	8.00	250.00	2,000.00
- Sr. Engineer Clark, Michael	10.25	230.00	2,357.50
- Sr. Administrative Assistant Morrison, Jamila	1.25	95.00	118.75
Starling, Trina	1.00	95.00	95.00
Totals	20.50		4,571.25
<b>Total Labor</b>			<b>4,571.25</b>
		<b>Total this Task</b>	<b>\$4,571.25</b>

Billing Limits	Current	Prior	To-Date
Total Billings	4,571.25	322,166.21	326,737.46
Limit			323,290.00
<b>Adjustment</b>			<b>-3,447.46</b>
		<b>Total this Invoice</b>	<b>\$1,123.79</b>

Authorized:  Date: 07.26.2023  
 William Lynch

# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

AUGUST 15, 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 \$21,845.98 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		\$21,845.98		\$365,549.72

**Staff recommends approval of this invoice in the amount of \$21,845.98 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

August 4, 2023

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

Invoice No. 1594

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	\$452,420.40	\$7,143.48
E3 – Bidding and Negotiation Phase	\$34,778	80%	\$27,822.40	\$27,822.40	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	21%	\$30,975.00	\$28,172.50	\$2,802.50
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)	\$38,050.00	\$26,150.00	\$11,900.00
				<b>TOTAL:</b>	<b>\$21,845.98</b>

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

Total Billed to Date: \$ 776,233.28

**Total Billed this Invoice: \$ 21,845.98**

For services rendered July 9 - 29, 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 - SW Wastewater  
 Service Area Project  
 Okeechobee Utility Authority  
 100 SW 5th Avenue  
 Okeechobee, Florida 34974

**INVOICE #** 1594  
**DATE** 08/04/2023  
**DUE DATE** 08/04/2023  
**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>19-04 - SW Wastewater Service Area Project:19-04.Task E5 - Resident Project Representative</b>			
07/10/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/11/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/12/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/13/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/14/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/17/2023	Resident Project Representative:Inspector	7:30	100.00	750.00
07/18/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/19/2023	Resident Project Representative:Inspector	7:30	100.00	750.00
07/20/2023	Resident Project Representative:Inspector	8:30	100.00	850.00
07/21/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/24/2023	Resident Project Representative:Inspector	8:30	100.00	850.00
07/25/2023	Resident Project Representative:Inspector	7:30	100.00	750.00
07/26/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/27/2023	Resident Project Representative:Inspector	8:00	100.00	800.00
07/28/2023	Resident Project Representative:Inspector	7:30	100.00	750.00
	<b>SUBTOTAL - 19-04 - SW Wastewater Service Area Project:19-04.Task E5 - Resident Project Representative</b>			11,900.00

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 8

AUGUST 15, 2023

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$4,549.94 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$686,079.00
Apr-22	1	Apr-22		\$29,835.00	\$656,244.00
May-22	2	May-22		\$3,817.50	\$652,426.50
Jun-22	3	Jun-22		\$94,920.00	\$557,506.50
Jul-22	4	Jul-22		\$11,398.50	\$546,108.00
Aug-22	5	Aug-22		\$9,440.00	\$536,668.00
Oct-22	6	Oct-22		\$7,996.00	\$528,672.00
Jan-23	7	Jan-23		\$10,668.00	\$518,004.00
Feb-23	8	Feb-23		\$3,199.44	\$514,804.56
Mar-23	9	Mar-23		\$31,994.40	\$482,810.16
Apr-23	10	Apr-23		\$15,997.20	\$466,812.96
Apr-23	Change Order		\$145,365.00		\$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		\$4,549.94		\$251,558.68

**Staff recommends approval of this invoice in the amount of \$4,549.94 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

August 4, 2023

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

Invoice No. 1595

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
<b>A1 – Preliminary Modeling and Technical Memo</b>	\$36,100.00	100%	\$36,100.00	\$36,100.00	<b>\$0.00</b>
<b>A2 – Route Survey and Preliminary (10%) Design</b>	\$129,050.00	100%	\$129,050.00	\$129,050.00	<b>\$0.00</b>
<b>A3 – Pre-Application Meetings and Summary Memo</b>	\$5,850.00	54%	\$3,159.00	\$2,925.00	<b>\$234.00</b>
<b>B1 – Design and Permitting</b>	\$431,594.00	28%	\$120,846.32	\$116,530.38	<b>\$4,315.94</b>
• <i>Original Authorization</i>	\$319,944.00				
• <i>Change Order</i>	\$111,650.00				
<b>B2 – Bidding Services</b>	\$17,010.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
• <i>Original Authorization</i>	\$13,765.00				
• <i>Change Order</i>	\$3,245.00				
<b>C1 – Construction Administration</b>	\$211,840.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
• <i>Original Authorization</i>	\$181,370.00				
• <i>Change Order</i>	\$30,470.00				
				<b>TOTAL:</b>	<b>\$4,549.94</b>

Total Purchase Order Amount: \$831,444.00

Total Billed to Date: \$289,155.32

**Total Billed this Invoice: \$ 4,549.94**

For services rendered June 11 – July 29, 2023.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 9

AUGUST 15, 2023

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$1,064,874.13 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		\$15,938.41	\$302,829.81	\$11,635,336.78
Jul-23	2	Jul-23		\$29,432.87	\$559,224.49	\$11,046,679.42
Aug-23	3		\$1,064,874.13	\$56,046.01		\$9,925,759.28

**Staff recommends approval of this invoice in the amount of \$1,064,874.13 to Hinterland Group, Inc.**



August 4, 2023

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

**RE: SWSA Project 2 – Vacuum Collection System  
Hinterland Group, Inc. – Pay Application No. 3**

Mr. Hayford:

Please find attached Pay Application No. 3 for the above-referenced project, recommended for payment in the amount of \$1,064,874.13, which covers work confirmed to have been completed for the period from July 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





**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

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

**Application No.:** 3      **Application Period:** From 07/01/23 to 07/31/23      **Application Date:** 08/04/23

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 (\$)				
<b>Original Contract</b>								
<b>General</b>								
1	Mobilization	\$ 775,000.00	214,739.58	20,989.58		235,729.16	30%	539,270.84
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	5,000.00	26,350.00		31,350.00	30%	73,650.00
5	Existing Utility Location / Identification	\$ 30,000.00	7,000.00	2,000.00		9,000.00	30%	21,000.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	2,000.00	8,500.00		10,500.00	30%	24,500.00
<b>Vacuum Pump Station No. 4</b>								
10a	Excavation and Dewatering	\$80,000.00	20,000.00			20,000.00	25%	60,000.00
10b	Building Shell	\$365,000.00				-	0%	365,000.00
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**

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

**Application No.:** 3      **Application Period:** From 07/01/23 to 07/31/23      **Application Date:** 08/04/23

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 (\$)				
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			10,000.00	12%	71,500.00
<b>Vacuum Pump Station No. 5</b>								
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
<b>Restoration</b>								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
<b>Original Contract Totals</b>		<b>\$ 5,177,000.00</b>	<b>\$ 472,739.58</b>	<b>\$ 67,839.58</b>	<b>\$ -</b>	<b>\$ 540,579.16</b>	<b>10%</b>	<b>\$ 4,636,420.84</b>



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

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

**Application No.:** 3      **Application Period:** From 07/01/23 to 07/31/23      **Application Date:** 08/04/23

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									
<b>Sanitary System</b>											
7a	Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	28500.00	LF	\$ 55.00	1,567,500.00	7,600.00	418,000.00	89,397.11	507,397.11	32%	1,060,102.89
7b	Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	6100.00	LF	\$ 65.00	396,500.00	1,440.00	93,600.00	83,507.43	177,107.43	45%	219,392.57
7c	Furnish and install SDR 21 PVC Vacuum main, Complete - 8 inch	2200.00	LF	\$ 80.00	176,000.00	1,235.00	98,800.00	18,589.94	117,389.94	67%	58,610.06
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	11,328.01	257,798.01	91%	26,401.99
8a	Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	45.00	EA	\$ 2,800.00	126,000.00	12.00	33,600.00	4,145.94	37,745.94	30%	88,254.06
8b	Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	12.00	EA	\$ 3,600.00	43,200.00	5.00	18,000.00	1,271.49	19,271.49	45%	23,928.51
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		-	260,102.39	260,102.39	30%	614,897.61
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		-		-	0%	806,000.00
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
<b>Restoration</b>											
12a	Bahia Sod	38,830	LF	\$ 8.50	330,055.00	11,400.00	96,900.00		96,900.00	29%	233,155.00
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
					-		-		-		-





**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS  
PAYMENT**

(Pursuant to Florida Statutes Annotated § 713.20)

On this 4 day of August, 2023, the undersigned lienor, in consideration of the sum of **\$418,812.50**, does hereby waive and release his or her lien and right to claim a lien for labor, services or materials furnished through **August 4, 2023**, to **Okeechobee Utility Authority** (Customer) on the project of **OUA – SWSA Project 2** (Project).

This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the undersigned receiving collected funds in the amount of **\$418,812.50** for the work described herein. Should these funds not be received within **30** days of the date hereof, this Conditional Waiver and Release of Lien is void.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.



\_\_\_\_\_  
Signature of Lien Holder

Michael Pugh - CEO

\_\_\_\_\_  
Type or Print Name

[INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, I/we have executed this instrument under seal this 4 day of August, 2023.

Authorized Representative (Signature)

Michael Pungle - ceo

(SEAL)

Printed Name and Title

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 2023 by Michael Pungle of FLUVA INC. (corporation), on behalf of the corporation, who is personally known to me or has produced PLDL (Type of Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this 4<sup>th</sup> day of August, 2023

Michelle Moser  
(Signature)

Michelle Moser

(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: June 5, 2026



END OF FORM

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS  
PAYMENT**

(Pursuant to Florida Statutes Annotated § 713.20)

On this 4<sup>th</sup> day of August, 2023, the undersigned lienor, in consideration of the sum of **\$181,312.50**, does hereby waive and release his or her lien and right to claim a lien for labor, services or materials furnished through **August 4, 2023**, to **Okeechobee Utility Authority** (Customer) on the project of **OUA – SWSA Project 2** (Project).

This Conditional Waiver and Release of Lien Upon Progress Payment is conditioned upon the undersigned receiving collected funds in the amount of **\$181,312.50** for the work described herein. Should these funds not be received within **30** days of the date hereof, this Conditional Waiver and Release of Lien is void.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

  
\_\_\_\_\_  
Signature of Lien Holder  
Michael Pugh - CEO  
\_\_\_\_\_  
Type or Print Name

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I/we have executed this instrument under seal this 4<sup>th</sup> day of August, 2023.

[Signature]  
Authorized Representative (Signature)

Michael Pangle  
Printed Name and Title

(SEAL)

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 2023 by Michael Pangle of FLOVAL INC. (corporation), on behalf of the corporation, who is personally known to me or has produced ADL (Type of Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this 4<sup>th</sup> day of August, 2023

[Signature]  
(Signature)

Michelle Moser  
(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: June 5, 2026



END OF FORM



# INVOICE

Hinterland Group Inc  
2051 W Blue Heron Blvd  
RIVIERA BEACH FL 33404  
USA

**Invoice Date**  
Jun 7, 2023  
**Invoice Number**  
INV-0718  
15 Utility Dr, Suite A  
Palm Coast, FL 32137  
(386) 319-0350  
www.flovac.com

**Reference**  
25% at time of order to  
produce shop drawings/HG  
Commitment  
22023400-001/OUA-SWSA  
Project 2

Item	Description	Quantity	Unit Price	Tax	Amount USD
	25% at time of order to produce shop drawings for line items 1 and 2.	1.00	418,812.50	Tax Exempt	418,812.50
	Line Items: 1. Furnish Vacuum Collection Pits, total: \$725,250 2. Furnish Vacuum Pump Station Equipment: \$950,000				
	HG Commitment 22023400-001 OUA-SWSA Project 2				
				Subtotal	418,812.50
				<b>TOTAL USD</b>	<b>418,812.50</b>

## Due Date: Jul 7, 2023

Send Wires to:  
FLOVAC, INC  
BANK OF AMERICA  
BA-153-01-01, 2 Old Kings Rd., North  
Palm Coast, FL 32137  
ACCOUNT#: 898069671530  
ABA/ ROUTING#: 026009593

\*WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! ... Instead, call your account rep, using the previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.\*

Send Checks to:  
15 Utility Dr, Suite A  
Palm Coast, FL 32137



## PAYMENT ADVICE

To: 15 Utility Dr, Suite A  
Palm Coast, FL 32137  
(386) 319-0350  
www.flovac.com

**Customer** Hinterland Group Inc  
**Invoice Number** INV-0718

**Amount Due** **418,812.50**  
**Due Date** Jul 7, 2023

**Amount Enclosed**

Enter the amount you are paying above



# INVOICE

Hinterland Group Inc  
2051 W Blue Heron Blvd  
RIVIERA BEACH FL 33404  
USA

**Invoice Date**  
Jun 7, 2023  
**Invoice Number**  
INV-0719  
15 Utility Dr, Suite A  
Palm Coast, FL 32137  
(386) 319-0350  
www.flovac.com

**Reference**  
25% at release for production  
- Collection Pits/HG  
Commitment  
22023400-001/OUA-SWSA  
Project 2

Item	Description	Quantity	Unit Price	Tax	Amount USD
	25% at release for production - Collection Pits	1.00	181,312.50	Tax Exempt	181,312.50
Line Items: 1. Furnish Vacuum Collection Pits, total: \$725,250					
HG Commitment 22023400-001 OUA-SWSA Project 2					
				Subtotal	181,312.50
				<b>TOTAL USD</b>	<b>181,312.50</b>

## Due Date: Jul 7, 2023

Send Wires to:  
FLOVAC, INC  
BANK OF AMERICA  
BA-153-01-01, 2 Old Kings Rd., North  
Palm Coast, FL 32137  
ACCOUNT#: 898069671530  
ABA/ ROUTING#: 026009593

\*WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! ... Instead, call your account rep, using the previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.\*

Send Checks to:  
15 Utility Dr, Suite A  
Palm Coast, FL 32137



## PAYMENT ADVICE

To: 15 Utility Dr, Suite A  
Palm Coast, FL 32137  
(386) 319-0350  
www.flovac.com

**Customer** Hinterland Group Inc  
**Invoice Number** INV-0719

**Amount Due** **181,312.50**  
**Due Date** Jul 7, 2023

**Amount Enclosed**

Enter the amount you are paying above





300 Colonial Center Pkwy, Suite 550  
Roswell, GA 30076-4883

# SALES INVOICE

<b>CUSTOMER #</b>	<b>INVOICE #</b>
1675512	132354976-001
<b>INVOICE DATE</b>	<b>DUE DATE</b>
07/17/2023	09/15/2023

**RECEIVED**  
JUL 18 2023  
BY: \_\_\_\_\_

**LOCAL BRANCH:**  
RIVIERA BEACH FL # 75  
3635 FISCAL CT  
RIVIERA BEACH, FL 33404-1724  
561-844-8088

**BILL TO:**

HINTERLAND GROUP INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404-5003

**SHIP TO:**

J/PINE RIDGE PK UTILITY SYSTEM (#1675512-3000)  
314 NE 30TH AVE ~ 684/636 NE 30TH AVE  
OKEECHOBEE, FL 34972

<b>ORDER #</b>	<b>PO #</b>	<b>SHIP VIA</b>	<b>CUSTOMER CONTACT</b>	<b>SALES ASSOCIATE</b>
132354976-001	22-0234-00-OUA PHASE	BRANCH DISPATCH	JAY BREIG	KIMBERLY SAVAGE
<b>TERMS</b>			<b>PROJECT NAME</b>	
NET 60 DAYS				

LN	ITEM #	DESCRIPTION	QTY ORDER	QTY SHIP	QTY OPEN	NET PRICE	EXT PRICE
3	6PVC200GJ-GREEN-S	6" SDR21 PVC CL200 PIPE GREEN GASKETED	8360	8360	0	8.1050 / FT	67,757.80

*190 discretionary PO in full on 129713335-001*

The Go-To App for Landscape Pros: SiteOne's mobile app makes your job easier with features designed to keep your business moving, such as real time product inventory, 24/7 ordering, time-saving tools and more. Learn more and download at SiteOne.com/Mobile.

Do you have EDI platform and would like to get the invoices electronically imported into your system? If so, please contact us at EDI@SiteOne.com for the next steps. Thank you for your business.

002

JOB Number: 22023400

COST Code: \_\_\_\_\_

Category: \_\_\_\_\_ (1, 2, or 3 Letters)

OR GL Code: \_\_\_\_\_

*690406546*

**PLEASE REMIT PAYMENT TO:**  
SITEONE LANDSCAPE SUPPLY, LLC  
24110 NETWORK PLACE  
CHICAGO, IL 60673-1241

SUBTOTAL: \$67,757.80  
SALES TAX: \$4,743.05  
FREIGHT: \$0.00  
TOTAL: \$72,500.85  
TOTAL PAYMENT: \$0.00  
**AMOUNT DUE: \$72,500.85**

*<677.597*  
71,823.26

*celebrer ✓*

CUSTOMER SIGNATURE: \_\_\_\_\_

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.





300 Colonial Center Pkwy, Suite 550  
Roswell, GA 30076-4883

# SALES INVOICE

<b>CUSTOMER #</b>	<b>INVOICE #</b>
1675512	129713335-001
<b>INVOICE DATE</b>	<b>DUE DATE</b>
05/12/2023	07/11/2023

RECEIVED

MAY 15 2023

BY: \_\_\_\_\_

**LOCAL BRANCH:**  
RIVIERA BEACH FL # 75  
3635 FISCAL CT  
RIVIERA BEACH, FL 33404-1724  
561-844-8088

**BILL TO:**

HINTERLAND GROUP INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404-5003

**SHIP TO:**

J/PINE RIDGE PK UTILITY SYSTEM (#1675512-3000)  
314 NE 30TH AVE ~ 684/636 NE 30TH AVE  
OKEECHOBEE, FL 34972

ORDER #	PO #	SHIP VIA	CUSTOMER CONTACT	SALES ASSOCIATE
129713335-001	22-0234-00-OUA PHASE	UPS GROUND	CHRISTIAN CANCIO	KIMBERLY SAVAGE
TERMS			PROJECT NAME	
NET 60 DAYS				

LN	ITEM #	DESCRIPTION	QTY ORDER	QTY SHIP	QTY OPEN	NET PRICE	EXT PRICE
2	10PVC200GJ-GREEN-SO	10" SDR21 PVC CL200 PIPE GREEN GASKETED	3020	1200	1820	21.1620 / FT	25,394.40
3	8PVC200GJ-GREEN-SO	8" SDR21 PVC CL200 PIPE GREEN GASKETED	1400	1400	0	13.6480 / FT	19,107.20
4	6PVC200GJ-GREEN-SO	6" SDR21 PVC CL200 PIPE GREEN GASKETED	1600	1600	0	8.1050 / FT	12,968.00
5	3PVC200GJ-GREEN-SO	3" SDR21 PVC CL200 PIPE GREEN GASKETED	1000	1000	0	2.3800 / LF	2,380.00

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Do you have EDI platform and would like to get the invoices electronically imported into your system? If so, please contact us at EDI@SiteOne.com for the next steps. Thank you for your business.

*NM*

JOB Number: 22023400

COST Code: 022295

Category: M (1, 2, or 3 Letters)

OR GL Code: \_\_\_\_\_

*690 = 359097*

*190 = 50*

**PLEASE REMIT PAYMENT TO:**  
SITEONE LANDSCAPE SUPPLY, LLC  
24110 NETWORK PLACE  
CHICAGO, IL 60673-1241

SUBTOTAL: \$59,849.60  
SALES TAX: *7.5* \$4,189.47  
FREIGHT: *3640.96* \$0.00  
TOTAL: \$64,039.07  
TOTAL PAYMENT: \$0.00  
AMOUNT DUE: \$64,039.07

*<548517*

*63490.56*

CUSTOMER SIGNATURE: \_\_\_\_\_

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



300 Colonial Center Pkwy, Suite 550  
Roswell, GA 30076-4883

# SALES INVOICE

<b>CUSTOMER #</b>	<b>INVOICE #</b>
1675512	129713335-0013
<b>INVOICE DATE</b>	<b>DUE DATE</b>
06/19/2023	08/18/2023

**LOCAL BRANCH:**  
RIVIERA BEACH FL # 75  
3635 FISCAL CT  
RIVIERA BEACH, FL 33404-1724  
561-844-8088

**BILL TO:**

HINTERLAND GROUP INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404-5003

**SHIP TO:**

J/PINE RIDGE PK UTILITY SYSTEM (#1675512-3000)  
314 NE 30TH AVE ~ 684/636 NE 30TH AVE  
OKEECHOBEE, FL 34972

<b>ORDER #</b>	<b>PO #</b>	<b>SHIP VIA</b>	<b>CUSTOMER CONTACT</b>	<b>SALES ASSOCIATE</b>
129713335-001	22-0234-00-OUA PHASE	UPS GROUND	CHRISTIAN CANCIO	KIMBERLY SAVAGE
<b>TERMS</b>			<b>PROJECT NAME</b>	
NET 60 DAYS				

LN	ITEM #	DESCRIPTION	QTY ORDER	QTY SHIP	QTY OPEN	NET PRICE	EXT PRICE
2	10PVC200GJ-GREEN- SO #1	10" SDR21 PVC CL200 PIPE GREEN GASKETED	3020	1820	0	21.1620/FT	38,514.84
6	4PVC200GJ-GREEN #4	4" SDR21 PVC CL200 PIPE GREEN GASKETED	14500	5700	0	3.8510/EA	21,950.70

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JOB Number: 220234 00

COST Code: 02 2295

Category: M (1, 2, or 3 Letters)

OR GL Code: \_\_\_\_\_

*650  
3627-93*

**PLEASE REMIT PAYMENT TO:**  
SITEONE LANDSCAPE SUPPLY, LLC  
24110 NETWORK PLACE  
CHICAGO, IL 60673-1241

SUBTOTAL: \$60,465.54  
SALES TAX: \$4,232.59  
FREIGHT: \$0.00  
TOTAL: \$64,698.13  
TOTAL PAYMENT: \$0.00  
AMOUNT DUE: \$64,698.13

*1/90 paid in full inv # 129713335-001*

*604.667  
64093.47*

CUSTOMER SIGNATURE: \_\_\_\_\_

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.

*cc vendor*





300 Colonial Center Pkwy, Suite 550  
Roswell, GA 30076-4883

# SALES INVOICE

<b>CUSTOMER #</b>	<b>INVOICE #</b>
1675512	132352716-001
<b>INVOICE DATE</b>	<b>DUE DATE</b>
07/17/2023	09/15/2023

**LOCAL BRANCH:**  
RIVIERA BEACH FL # 75  
3635 FISCAL CT  
RIVIERA BEACH, FL 33404-1724  
561-844-8088

**RECEIVED**  
 JUL 18 2023  
 BY: \_\_\_\_\_

**BILL TO:**

HINTERLAND GROUP INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404-5003

**SHIP TO:**

J/PINE RIDGE PK UTILITY SYSTEM (#1675512-3000)  
314 NE 30TH AVE ~ 684/636 NE 30TH AVE  
OKEECHOBEE, FL 34972

<b>ORDER #</b>	<b>PO #</b>	<b>SHIP VIA</b>	<b>CUSTOMER CONTACT</b>	<b>SALES ASSOCIATE</b>
132352716-001	22-0234-00-OUA PHASE	BRANCH DISPATCH	JAY BREIG	KIMBERLY SAVAGE
<b>TERMS</b>			<b>PROJECT NAME</b>	
NET 60 DAYS				

LN	ITEM #	DESCRIPTION	QTY ORDER	QTY SHIP	QTY OPEN	NET PRICE	EXT PRICE
2	8PVC200GJ-GREEN-S	8" SDR21 PVC CL200 PIPE GREEN GASKETED	1120	1120	0	13.6500 / FT	15,288.00

*1% discretionary pd in full on invoice # 129713335-001*

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002

JOB Number: 22023400

COST Code: \_\_\_\_\_

Category: \_\_\_\_\_ (1, 2, or 3 Letters)

Code: \_\_\_\_\_

*60 = 91728*

**PLEASE REMIT PAYMENT TO:**  
SITEONE LANDSCAPE SUPPLY, LLC  
24110 NETWORK PLACE  
CHICAGO, IL 60673-1241

SUBTOTAL: \$15,288.00  
 SALES TAX: \$1,070.16  
 FREIGHT: \$0.00  
 TOTAL: \$16,358.16  
 TOTAL PAYMENT: \$0.00  
 AMOUNT DUE: \$16,358.16

*cc/vand*

*<152.88>*  
*16,205.28*

CUSTOMER SIGNATURE: \_\_\_\_\_

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



300 Colonial Center Pkwy, Suite 550  
Roswell, GA 30076-4883

RECEIVED  
JUN 20 2023  
BY: \_\_\_\_\_

# SALES INVOICE

<b>CUSTOMER #</b>	<b>INVOICE #</b>
1675512	129713335-0014
<b>INVOICE DATE</b>	<b>DUE DATE</b>
06/19/2023	08/18/2023

**LOCAL BRANCH:**  
RIVIERA BEACH FL # 75  
3635 FISCAL CT  
RIVIERA BEACH, FL 33404-1724  
561-844-8088

**BILL TO:**

HINTERLAND GROUP INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404-5003

**SHIP TO:**

J/PINE RIDGE PK UTILITY SYSTEM (#1675512-3000)  
314 NE 30TH AVE ~ 684/636 NE 30TH AVE  
OKEECHOBEE, FL 34972

<b>ORDER #</b>	<b>PO #</b>	<b>SHIP VIA</b>	<b>CUSTOMER CONTACT</b>	<b>SALES ASSOCIATE</b>
129713335-001	22-0234-00-OUA PHASE	UPS GROUND	CHRISTIAN CANCIO	KIMBERLY SAVAGE
<b>TERMS</b>			<b>PROJECT NAME</b>	
NET 60 DAYS				

LN	ITEM #	DESCRIPTION	QTY ORDER	QTY SHIP	QTY OPEN	NET PRICE	EXT PRICE
6	4PVC200GJ-GREEN	4" SDR21 PVC CL200 PIPE GREEN GASKETED	14500	8800	0	3.8510 / EA	33,888.80

JOB Number: 22 0234 00  
COST Code: 02 2295  
Category: M (1, 2, or 3 Letters)

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Do you have EDI platform and would like to get the invoices electronically imported into your system? If so, please contact us at EDI@SiteOne.com for the next steps. Thank you for your business.

No paid In Full # 129713335-001  
690 = 203332

**PLEASE REMIT PAYMENT TO:**  
SITEONE LANDSCAPE SUPPLY, LLC  
24110 NETWORK PLACE  
CHICAGO, IL 60673-1241

SUBTOTAL: \$33,888.80  
SALES TAX: \$2,372.22  
FREIGHT: \$0.00  
TOTAL: \$36,261.02  
TOTAL PAYMENT: \$0.00  
AMOUNT DUE: \$36,261.02

338.50  
35,922.12

CUSTOMER SIGNATURE: \_\_\_\_\_

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



300 Colonial Center Pkwy, Suite 550  
Roswell, GA 30076-4883

# SALES INVOICE

<b>CUSTOMER #</b>	<b>INVOICE #</b>
1675512	131061850-001
<b>INVOICE DATE</b>	<b>DUE DATE</b>
06/13/2023	08/12/2023

**LOCAL BRANCH:**  
RIVIERA BEACH FL # 75  
3635 FISCAL CT  
RIVIERA BEACH, FL 33404-1724  
561-844-8088

**BILL TO:**

RECEIVED  
JUN 14 2023

HINTERLAND GROUP INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404-5003

**SHIP TO:**

J/PINE RIDGE PK UTILITY SYSTEM (#1675512-3000)  
314 NE 30TH AVE - 684/636 NE 30TH AVE  
OKEECHOBEE, FL 34972

<b>ORDER #</b>	<b>PO #</b>	<b>SHIP VIA</b>	<b>CUSTOMER CONTACT</b>	<b>SALES ASSOCIATE</b>
131061850-001	22-0234-00	UPS GROUND	CHRISTIAN CANCIO	KIMBERLY SAVAGE
<b>TERMS</b>			<b>PROJECT NAME</b>	
NET 60 DAYS				

LN	ITEM #	DESCRIPTION	QTY ORDER	QTY SHIP	QTY OPEN	NET PRICE	EXT PRICE
2	8PVC200GJ-GREEN-S	6" SDR21 PVC CL200 PIPE GREEN GASKETED	1200	1200	0	8.1000 / FT	9,720.00
3	4PVC200GJ-GREEN-S	4" SDR21 PVC CL200 PIPE GREEN GASKETED	15000	15000	0	3.8150 / LF	57,225.00

The Go-To App for Landscape Pros: SiteOne's mobile app makes your job easier with features designed to keep your business moving, such as real time product inventory, 24/7 ordering, time-saving tools and more. Learn more and download at SiteOne.com/Mobile.

Do you have EDI platform and would like to get the invoices electronically imported into your system? If so, please contact us at EDI@SiteOne.com for the next steps. Thank you for your business.

JOB Number: 22023400  
 COST Code: 022295  
 Category: M (1, 2, or 3 Letters)  
 OR GL Code: \_\_\_\_\_

*689 = 401670*

**PLEASE REMIT PAYMENT TO:**  
SITEONE LANDSCAPE SUPPLY, LLC  
24110 NETWORK PLACE  
CHICAGO, IL 60673-1241

SUBTOTAL: \$66,945.00  
 SALES TAX: \$4,686.15  
 FREIGHT: \$0.00  
 TOTAL: \$71,631.15  
 TOTAL PAYMENT: \$0.00  
 AMOUNT DUE: \$71,631.15

*Chandler*

CUSTOMER SIGNATURE: \_\_\_\_\_

*19% paid in full on inv # 12971335001 70,961.70*

*66945*

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.





# INVOICE

Hinterland Group Inc  
2051 W Blue Heron Blvd  
RIVIERA BEACH FL 33404  
USA

RECEIVED  
JUN 14 2023  
BY: \_\_\_\_\_

**Invoice Date**  
Jun 7, 2023  
**Invoice Number**  
INV-0718  
**Reference**  
25% at time of order to  
produce shop drawings/HG  
Commitment  
22023400-001/OUA-SWSA  
Project 2

15 Utility Dr, Suite A  
Palm Coast, FL 32137  
(386) 319-0350  
www.flovac.com

Item	Description	Quantity	Unit Price	Tax	Amount USD
	25% at time of order to produce shop drawings for line items 1 and 2.	1.00	418,812.50	Tax Exempt	418,812.50
Line Items:					
1. Furnish Vacuum Collection Pits, total: \$725,250					
2. Furnish Vacuum Pump Station Equipment: \$950,000					
HG Commitment 22023400-001 OUA-SWSA Project 2					

25%  
001

Subtotal	418,812.50
<b>TOTAL USD</b>	<b>418,812.50</b>

**Due Date: Jul 7, 2023**  
Send Wires to:  
FLOVAC, INC  
BANK OF AMERICA  
BA-153-01-01, 2 Old Kings Rd., North  
Palm Coast, FL 32137  
ACCOUNT#: 898069671530  
ABA/ ROUTING#: 026009593

JOB Number: 22023400  
 COST Code: 02-2255  
 Category: S (1, 2, or 3 Letters)  
 OR GL Code: \_\_\_\_\_

*Bm*  
POSTED

**\*WARNING! WIRE FRAUD ADVISORY:** Wire fraud and email hacking/phishing attacks are on the increase! ... Instead, call your account rep, using the previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.\*

Send Checks to:  
15 Utility Dr, Suite A  
Palm Coast, FL 32137



Consolidated Pipe & Supply Co., Inc.

3010 EUNICE AVE.  
ORLANDO FL 32808

INVOICE DATE  
6/12/2023

INVOICE NUMBER  
7732618-000-000

PAGE  
1 OF 1

Fax / Email Copy

Account No.  
772462

SHIP TO: HINTERLAND GROUP  
OUA SWSA PROJECT 2  
3583 SW 16TH STREET

SOLD TO:

HINTERLAND GROUP  
2051 W BLUE HERON  
BLVD  
RIVIERA BEACH FL 33404

OKEECHOBEE

FL 34974

JOB: OUA SWSA PROJECT II  
VACUUM COLL SYS

RECEIVED  
JUN 13 2023  
BY:

Customer Order No. 22-0234-00				Terms of Sale NET 30			Ship Via AAA 55278254-2		
Freight PREPAID		F.O.B. DESTINATION		Ship Date 6/09/2023			Ship From CPS-JACKSON		
Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount	
1	1	8	8	209486	10 EBAA 2010-PV MEGALUG C900/IPS	159.84	EA	1278.72	
2	3	11	11	208128	8 EBAA 2008PV MEGALUG C-900/IPS	84.53	EA	929.83	
3	4	3	3	205434	8 EBAA 1108 MEGALUG CI	68.95	EA	206.85	
4	5	36	36	210049	6 EBAA 2006PV MEGALUG C-900/IPS	57.12	EA	2056.32	
5	6	105	105	205757	4 EBAA 2004PV MEGALUG C900/IPS	47.14	EA	4949.70	
6	7	10	10	205432	4 EBAA 1104 MEGALUG CI	38.39	EA	383.90	
					OK'D BY CHANCE, PLEASE SHIP SURE TODAY 6/9, THANKS				
					AAA 55278254-2				
					FREIGHT				
					STATE SALES TAX - FLORIDA	588.32			
					COUNTY SALES TAX- OKEECHOBEE CO FL	50.00			
						.00			
						Invoice Amount	10,443.64		

010

JOB Number: 220234 00  
COST Code: 02-2295  
Category: M (1, 2, or 3 Letters)  
OR GL Code:

POSTED  
[Signature]

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147  
INVCPSF



P.O. BOX 2472  
BIRMINGHAM, ALABAMA 35201

CONDITIONAL WAIVER OF LIEN

STATE OF ALABAMA

COUNTY OF JEFFERSON

Know all men by these presents that Consolidated Pipe & Supply Co., Inc. is entitled to payment in the amount of twenty two thousand eight hundred fifty and 77/100 Dollars, (\$22,850.77), for material furnished to Hinterland Group Inc for the project known as OUA SWSA Project II Vacuum Collection System, and upon receipt of good and collected funds will waive any liens for material supplied prior to the 31<sup>st</sup> day of July, 2023.

Consolidated Pipe & Supply Co., Inc.

Signed this 3<sup>rd</sup> day of August, 2023.

By: Jackie Lindsey  
Jackie Lindsey – Credit Representative

Sworn and subscribed before me this 3<sup>rd</sup> day of August, 2023.

Notary Tina Bonner

My Commission Expires: 5-1-2027

TINA BONNER  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
COMM. EXP. 05/01/27







**CONSENT OF SURETY COMPANY**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

DOCUMENT G707

PROJECT:  
(name, address)  
Southwest Wastewater Service Area Project No. 2  
Okeechobee, FL

Bond No. 800103046

ARCHITECT'S PROJECT NO:

TO: (Owner)  
Okeechobee Utility Authority

CONTRACT FOR:

CONTRACTOR:  
Hinterland Group, Inc.

CONTRACT DATE:  
3/5/23

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety company)  
Atlantic Specialty Insurance Company 605 Highway 169 N, Suite 800, Plymouth, MN 55441 SURETY COMPANY,

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

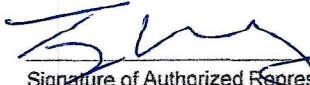
hereby approves of partial consent of surety in the amount of \$1,064,874.13 to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

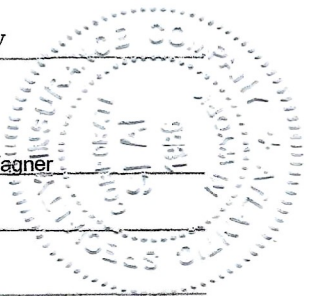
Okeechobee Utility Authority 100 Southwest 5th Ave., Okeechobee, FL 34974 OWNER,

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 4 day of August, 2023

Atlantic Specialty Insurance Company  
Surety Company

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



Note: This form is to be used as a companion document to Document G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, current edition  
Printed in cooperation with the American Institute of Architects (AIA) by International Fidelity Insurance Company International Fidelity Insurance Company vouches that the language in the document conforms exactly to the language in AIA Document G 707, April 1970 edition



# Power of Attorney

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

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

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

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

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

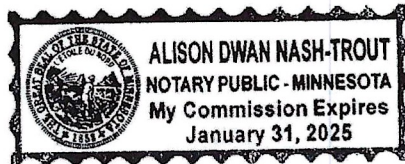
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



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

STATE OF MINNESOTA  
HENNEPIN COUNTY

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

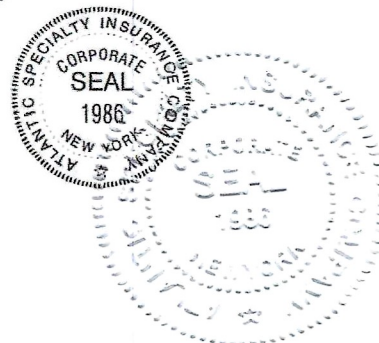


*Alison Nash-Trout*  
Notary Public

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

Signed and sealed. Dated 4 day of August, 2023

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary







August 4, 2023

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

**RE: Southwest Wastewater Service Area (SWSA) Project 2  
Collection System and Pump Stations  
Monthly Status Report (July 1 thru July 31<sup>st</sup>, 2023)**

Mr. Hayford:

This letter is intended to summarize activities completed from July 1 thru July 31<sup>st</sup>, 2023) on SWSA Project 2, including the vacuum collection system and vacuum stations.

**COLLECTION SYSTEM**

HINTERLAND GROUP (general contractor) continues installation of 4", 6", 8" and 10" sewer pipe, valves and service connections (wyes). No work was conducted at either vacuum station. Work performed in this period includes:

- Installing 10" pipe along SW 16<sup>th</sup> St. between sta. 15+95 and sta. 28+49.
- Installing 10" pipe along SW 16<sup>th</sup> St. between sta. 31+15 and sta. 41+65.
- Installing 8" pipe along SW 16<sup>th</sup> St. between sta. 41+65 and sta. 53+94.
- Installing 6" pipe along SW 32<sup>nd</sup> Ave. between sta. 304+56 and sta. 298+25.
- Installing 4" pipe along SW 17<sup>th</sup> St. between sta. 85+23 and terminus at sta. 92+00.
- Installing 4" pipe along SW 17<sup>th</sup> St. between sta. 100+74 and terminus at sta. 93+93.
- Installing 4" pipe along SW 18<sup>th</sup> St. between sta. 120+71 and terminus at sta. 114+04.
- Installing 4" pipe along SW 19<sup>th</sup> St. between sta. 140+74 and terminus at sta. 133+58.
- Grading, dressing and sod installation in areas disturbed by construction.

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

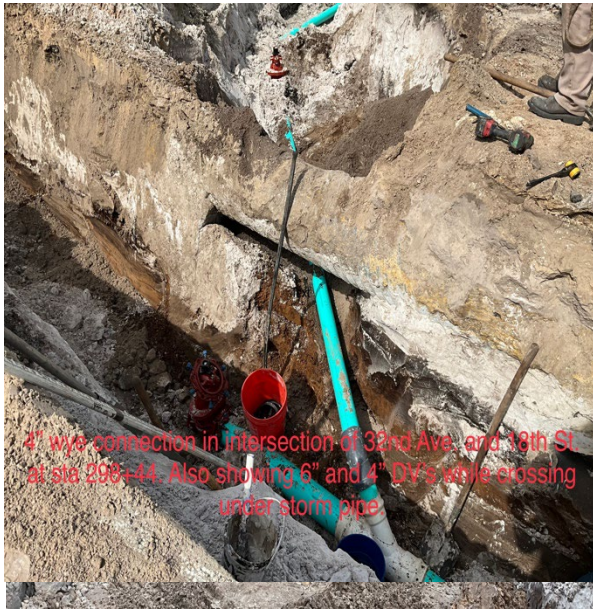


# ATTACHMENT A

## SITE CONSTRUCTION PHOTOS COLLECTION SYSTEM







4" pipe connection in intersection of 33rd Ave. and 18th St at sta 298+44. Also showing 6" and 4" DV's while crossing under storm pipe



8" pipe installation along 16th St, crossing under storm drainage pipe at sta 44+60



10 ft of 8" pipe installation along 16th St, at sta 53+06



Install DV for 4" connection to 17th St from 32nd Ave at sta 301+79





Lift in 4" pipe along 18th St. at sta 119+97



Installing 4" pipe under storm sewer on 18th St. at sta 126+60



Lift in 4" pipe along 18th St. at sta 136+35



4" wye for service connection along 18th St. at sta 114+74

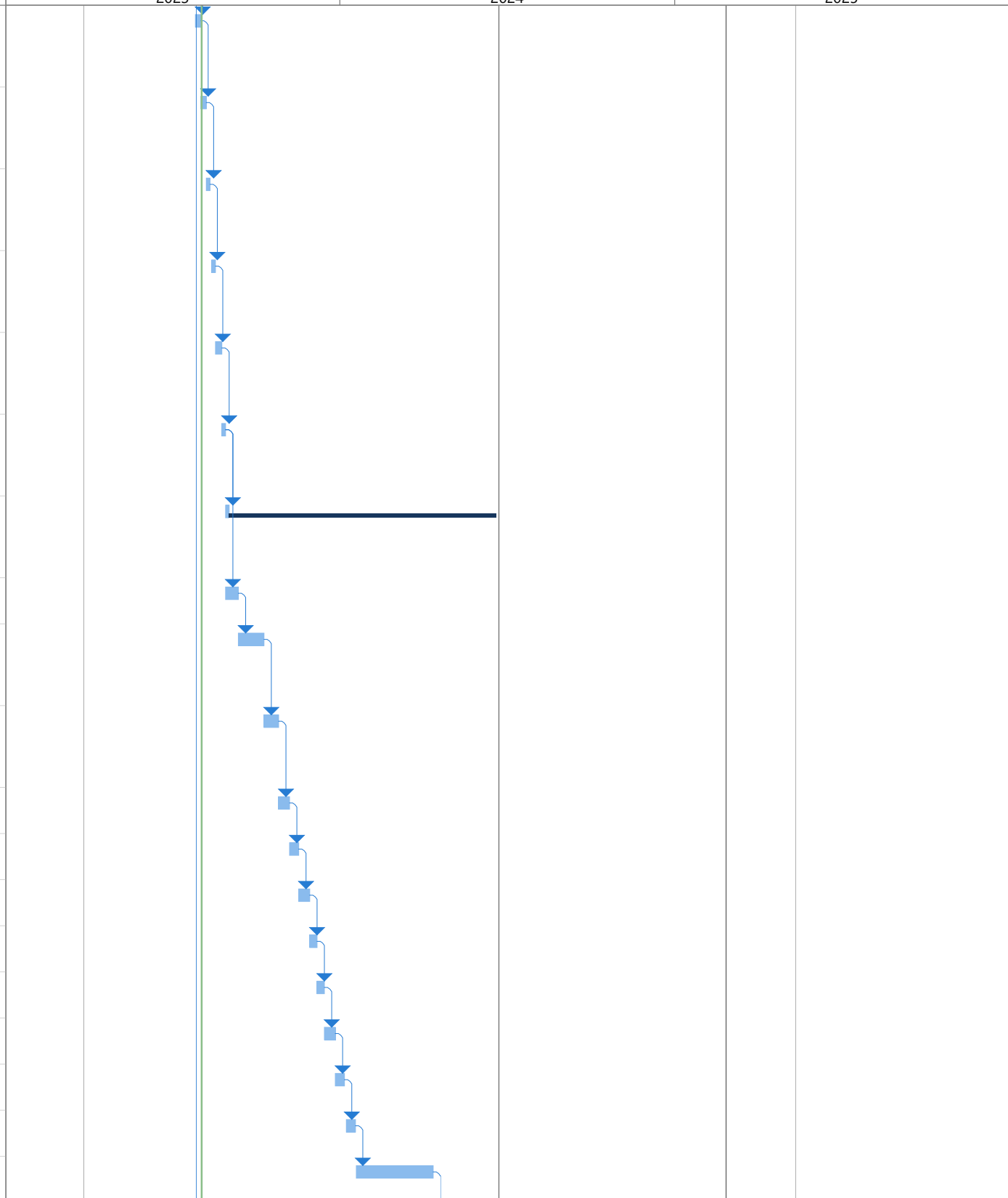


Hinterland Group Inc  
 OUA - OUA SWSA Project 2 Vacuum Collection  
 System Updated Project Schedule 08.03

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Timeline			
							2023	2024	2024	2025
0		<b>OUA SWSA Project 2 Vacuum Collection System</b>	<b>554 days</b>	<b>Wed 3/29/23</b>	<b>Mon 5/12/25</b>					
1		NTP	1 day	Wed 3/29/23	Wed 3/29/23					
2		Material Procurement	16 wks	Thu 3/30/23	Wed 7/19/23	1				
3		Precon Video	3 days	Mon 5/1/23	Wed 5/3/23					
4		Preliminary Site Investigation	42 days	Thu 3/30/23	Fri 5/26/23	1				
5		Locates	3 days	Wed 5/24/23	Fri 5/26/23	6SS-3 days				
6		Mobilization	5 days	Mon 5/29/23	Fri 6/2/23	3,4				
7		<b>Vacuum Sewer Installation Phase I</b>	<b>272 days</b>	<b>Fri 6/2/23</b>	<b>Fri 6/14/24</b>	<b>3FS+7 days</b>				
8		Install 6" Vacuum Main Along SW 16th Street from Sta 16+00 headed West	2 days	Fri 6/2/23	Mon 6/5/23	6FS-1 day				
9		Install Vacuum Main Along SW 37th Ave	10 days	Tue 6/6/23	Mon 6/19/23	8				
10		Install Vacuum Main Along SW 20th St From 37th to 34th	4 days	Tue 6/20/23	Fri 6/23/23	9				
11		Install Vacuum Main Along SW 19th St From 37th to 34th	4 days	Mon 6/26/23	Thu 6/29/23	10				
12		Install Vacuum Main Along SW 18th St From 37th to 34th	4 days	Fri 6/30/23	Wed 7/5/23	11				
13		Install Vacuum Main Along SW 17th St From 37th to 34th	5 days	Thu 7/6/23	Wed 7/12/23	12				
14		Install Vacuum Main Along SW 16th Street from Sta 16+00 headed East to SW 32nd Ave	2 days	Thu 7/6/23	Fri 7/7/23	13SS				
15		Install Vacuum Main Along SW 16th Street from SW 32nd Ave to SW 24th Ave	9 days	Mon 7/10/23	Thu 7/20/23	14				
16		Install Vacuum Main Along SW 32nd Ave	14 days	Fri 7/21/23	Wed 8/9/23	15				
17		Install Vacuum Main Along SW 17th St from 32nd to 34th	4 days	Fri 7/21/23	Wed 7/26/23	16SS				

Hinterland Group Inc  
 OUA - OUA SWSA Project 2 Vacuum Collection  
 System Updated Project Schedule 08.03

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2023			2024			2025			
18	➔	Install Vacuum Main Along SW 18th St from 32nd to 34th	4 days	Thu 7/27/23	Tue 8/1/23	17										
19	➔	Install Vacuum Main Along SW 19th St from 32nd to 34th	4 days	Wed 8/2/23	Mon 8/7/23	18										
20	➔	Install Vacuum Main Along SW 20th St from 32nd to 34th	4 days	Tue 8/8/23	Fri 8/11/23	19										
21	➔	Install Vacuum Main Along SW 21st St from 32nd to 34th	4 days	Mon 8/14/23	Thu 8/17/23	20										
22	➔	Install Vacuum Main Along SW 22nd St from 32nd to 34th	6 days	Fri 8/18/23	Thu 8/24/23	21										
23	➔	Install Vacuum Main Along SW 23rd St from 32nd to 34th	2 days	Fri 8/25/23	Mon 8/28/23	22										
24	➔	Install Bridge Crossing Pipe and connect into 10" VSS	4 days	Tue 8/29/23	Fri 9/1/23	23										
25	➔	Install Vacuum Main Along SW 28th Ave	10 days	Tue 8/29/23	Mon 9/11/23	23										
26	➔	Install Vacuum Service Connection to 2151 SW 28th Ave	20 days	Tue 9/12/23	Mon 10/9/23	25										
27	➔	Install Vacuum Main Along SW 16th Street from SW 24th Ave to SW 18th Ter	12 days	Tue 10/10/23	Wed 10/25/23	26										
28	➔	Install Vacuum Main Along SW 24th Ave	8 days	Thu 10/26/23	Mon 11/6/23	27										
29	➔	Install Vacuum Main Along SW 23rd Ter	8 days	Tue 11/7/23	Thu 11/16/23	28										
30	➔	Install Vacuum Main Along SW 22nd Ter	8 days	Fri 11/17/23	Tue 11/28/23	29										
31	➔	Install Vacuum Main Along SW 18th Ct	6 days	Wed 11/29/23	Wed 12/6/23	30										
32	➔	Install Vacuum Main Along SW 18th Ln	6 days	Thu 12/7/23	Thu 12/14/23	31										
33	➔	Install Vacuum Main Along SW 19th Ln	8 days	Fri 12/15/23	Tue 12/26/23	32										
34	➔	Install Vacuum Main Along SW 19th Ter	8 days	Wed 12/27/23	Fri 1/5/24	33										
35	➔	Install Vacuum Main Along SW 18th Ter	8 days	Mon 1/8/24	Wed 1/17/24	34										
36	➔	Vacuum Pit Assemblies	60 days	Fri 1/19/24	Thu 4/11/24	35FS+1 day										



Hinterland Group Inc  
 OUA - OUA SWSA Project 2 Vacuum Collection System  
 Updated Project Schedule 08.03

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Gantt Chart (2023-2025)			
37	➔	Service Crossings	45 days	Mon 4/15/24	Fri 6/14/24	36FS+1 day				
38	➔	Pump Station No. 4	42 wks	Thu 7/20/23	Tue 5/7/24	2				
39	➔	Pump Station No. 5	42 wks	Wed 5/8/24	Tue 2/25/25	38				
40	➔	<b>Vacuum Sewer Installation Phase II</b>	<b>165 days</b>	<b>Mon 6/17/24</b>	<b>Fri 1/31/25</b>	<b>7</b>				
41	➔	Install Vacuum Main Along SW 24th Ave From Sta 375+00 North to SW 21st St	8 days	Mon 6/17/24	Wed 6/26/24	37				
42	➔	Install Vacuum Main Along SW 21st St	6 days	Fri 6/28/24	Fri 7/5/24	41FS+1 day				
43	➔	Install Vacuum Main Along SW 21st Ct	4 days	Mon 7/8/24	Thu 7/11/24	42				
44	➔	Install Vacuum Main Along SW 24th Ln	4 days	Fri 7/12/24	Wed 7/17/24	43				
45	➔	Install Vacuum Main Along SW 24th Ave from Sta 375+00 South to SW 32nd St	10 days	Fri 7/19/24	Thu 8/1/24	44FS+1 day				
46	➔	Install Vacuum Main Along SW 28th St	4 days	Fri 8/2/24	Wed 8/7/24	45				
47	➔	Install Vacuum Main Along SW 32nd St	4 days	Fri 8/9/24	Wed 8/14/24	46FS+1 day				
48	➔	Install Vacuum Pit Assemblies	55 days	Fri 8/16/24	Thu 10/31/24	47FS+1 day				
49	➔	Service Crossings	45 days	Mon 11/4/24	Fri 1/3/25	48FS+1 day				
50	➔	Vacuum System Final Testing	10 days	Mon 1/20/25	Fri 1/31/25	51				
51	➔	Connect Vaccum System to Pump Station	10 days	Mon 1/6/25	Fri 1/17/25	49				
52	➔	Pump Station Startup	10 days	Wed 2/26/25	Tue 3/11/25	7,38,39,40				
53	➔	Street Restoration	45 days	Mon 2/3/25	Fri 4/4/25	40				
54	➔	Swale Grading and Sod	35 days	Mon 2/24/25	Fri 4/11/25	40FS+15 days				
55	➔	Driveway Restoration	35 days	Mon 2/3/25	Fri 3/21/25	40				
56	➔	<b>Substantial Completion</b>	<b>0 days</b>	<b>Fri 4/11/25</b>	<b>Fri 4/11/25</b>	<b>52,53,54,55</b>				
57	➔	Punchlist	17 days	Mon 4/14/25	Tue 5/6/25	56				
58	➔	Closeout Documents	10 days	Mon 4/14/25	Fri 4/25/25	56				
59	➔	<b>Final Completion</b>	<b>0 days</b>	<b>Mon 5/12/25</b>	<b>Mon 5/12/25</b>	<b>57,58,56</b>				

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 10

AUGUST 15, 2023

**CONSENT AGENDA**

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

Please find attached invoices in the amounts of \$175,633.18 and \$52,984.35 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$5,143,000.00
Jul-22	Change Order		\$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		\$175,633.18		\$2,023,409.74
Aug-23	10		\$52,984.35		\$1,970,425.39

**Staff recommends approval of these invoices in the amounts of \$175,633.18 and \$52,984.35 to Hinterland Group, Inc.**



July 20, 2023  
235-006.03

(Sent via email to [jhayford@ouafl.com](mailto:jhayford@ouafl.com))

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

Dear Mr. Hayford:

Reference: Application and Certificate for Payment No. 9 Revision 2  
Pine Ridge Park Utility System Improvements

Enclosed is revised Payment Application and Certificate No. 9 Revision 2 for the above referenced project from Hinterland Group. **We recommend funding the requested hard cost amount of \$175,633.18 as payment for work completed from May 1, 2023, through May 31, 2023.** The work for which payment is being requested includes:

1. Partial payment for As-Built Record Drawings.
2. Partial payment for Maintenance of Traffic.
3. Partial Payment for NPDES compliance.
4. Final Payment for installation of 400 LF of 8" PVC vacuum main.
5. Partial Payment of 37.5% of Line Item 10f-Overhead Crane. 35% is per the Terms of Payment under Pre-Bid Contract with J. Herbert Corporation to Accompany Purchase Order or Acceptance of Contract. Remaining percent is for the administrative work from HGI to complete the shop drawing submittal.
6. Partial Payment of 35% of Line Item 10p-Doors.
7. Partial Payment for Restoration-Gravel Driveways.
8. Final Payment for Restoration- Asphalt Road Patch.
9. Final Payment for Allowance Authorization #1- Field Order #4 & #5 Items.

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

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

Sincerely,

Douglas K. Hammann, P.E.

Encl.

V:\Projects\CSFL122\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Pay Requests\Pay App #9\Pay App #9.docx

4700 Riverside Drive, Suite 110, Coral Springs, FL 33067

T 954.510.4700 • F 954.755.2741 • [www.chacompanies.com](http://www.chacompanies.com)

**PAYMENT APPLICATION AND CERTIFICATE**

Date: 7/17/2023 Project No: 235-006.03  
 Application No: 9 Period From May 1, 2023 To May 31, 2023  
 Project: Pine Ridge Park Utility Improvements  
 To Owner: Okeechobee Utility Authority  
 From Contractor: Hinterland Group, Inc.  
 Thru Engineer: CHA Companies

1.	Original Contract Sum.....	\$ <u>5,143,000.00</u>
2.	Approved Contract Modifications.....	\$ <u>(712,125.05)</u>
3.	Contract Modifications Approved This Period (List Contract Modification Numbers _____ And attach copies of Contract Modifications).....	\$ <u>0.00</u>
4.	Revised Contract Amount (Sum of Lines 1 & 2). ....	\$ <u>4,430,874.95</u>
5.	Total Value of Work completed to Date.....	\$ <u>2,534,173.95</u>
6.	Less Amount Retained ( <u>5</u> %). ....	\$ <u>126,708.70</u>
7.	Subtotal (Line 5 - Line 6).....	\$ <u>2,407,465.25</u>
8.	Less Previous Certificates for Payment..... (Line 7 from previous application)	\$ <u>2,231,832.07</u>
9.	Current Payment Due (Line 7 - Line 8). ....	\$ <u>175,633.18</u>
10.	Balance to Finish Plus Retainage (Line 4 - Line 7). ....	\$ <u>2,023,409.70</u>
11.	Percent Project Complete ( _____ %)	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies:

1. The Work covered by this Application for Payment has been completed in accordance with the Contract Documents.
2. All previous progress payments received from the OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of the CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 9 thru 5/31/2023 inclusive.
3. Title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to the OWNER).

  
(Authorized Representative)

\_\_\_\_\_

Contractor

7/17/2023

Date

Payment of the amount in  
Line 9 is recommended.

\_\_\_\_\_

Project Representative

\_\_\_\_\_

Date



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

PROJECT: **PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **9**

APPLICATION DATE: **June 22, 2023**

PERIOD FROM: **May 1, 2023**

PERIOD TO: **May 31, 2023**

REVISION:

CONTRACT NO.: **235-006.03**

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

FROM CONTRACTOR:

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


**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	<u>5,143,000.00</u>
2. Net change by Change Orders	\$	<u>(712,125.05)</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>4,430,874.95</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>2,534,173.95</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>121,083.70</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>5,625.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>126,708.70</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$2,407,465.25</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>2,231,832.07</u>
8. CURRENT PAYMENT DUE	\$	<u>175,633.18</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>2,023,409.70</u>
(Line 3 less Line 6)		

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

CONTRACTOR: HINTERLAND GROUP, INC.  
 By: Nelson Bello Date: 7.17.2023  
 Nelson Bello, Project Manager

State of: Florida County of: Palm Beach  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
 Notary Public: Lori Guild  
 My Commission expires: \_\_\_\_\_  


**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED . . . \$ 175,633.18

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

ENGINEER/ARCHITECT:  
 By: Douglas Hamm Date: 7/24/2023

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$712,125.05
Total approved this Month	\$ -	0.00
TOTALS	\$0.00	\$712,125.05
NET CHANGES by Change Order	(\$712,125.05)	

# SCHEDULE OF VALUES

AIA DOCUMENT G703

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

CONTRACT: 235-006.03

APPLICATION NO: 9

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

PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION DATE: 6/21/2023

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

PERIOD TO: 5/31/2023

PROJECT NO.: 235-006.03

CONTRACT NO.: 22-0039-00

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H-I)	L % (K + F)	M BALANCE TO FINISH (F - K)	N TOTAL RETAINAGE  5.00%	
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
							QTY TO DATE									
<b>GENERAL</b>																
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00	0.950	\$300,200.00		\$ -	0.95	\$0.00	\$300,200.00	95%	\$15,800.00	\$15,010.00
2		Indemnification	1	LS	\$ 51,500.00	\$51,500.00	1.000	\$51,500.00		\$0.00	1	\$0.00	\$51,500.00	100%	\$0.00	\$2,575.00
3		As-Built Record Drawings	1	LS	\$ 34,200.00	\$34,200.00	0.700	\$23,940.00	0.1	\$3,420.00	0.8	\$0.00	\$27,360.00	80%	\$6,840.00	\$1,368.00
4		Maintenance of Traffic	1	LS	\$ 34,200.00	\$34,200.00	0.900	\$30,780.00	0.05	\$1,710.00	0.95	\$0.00	\$32,490.00	95%	\$1,710.00	\$1,624.50
5		Existing Utility Location/ Identification	1	LS	\$ 10,260.00	\$10,260.00	1.000	\$10,260.00		\$0.00	1	\$0.00	\$10,260.00	100%	\$0.00	\$513.00
6		NPDES General Construction Permit Compliance	1	LS	\$ 10,260.00	\$10,260.00	0.800	\$8,208.00	0.1	\$1,026.00	0.9	\$0.00	\$9,234.00	90%	\$1,026.00	\$461.70
<b>SANITARY SYSTEM</b>																
7a		Furnish and install SDR 21 PVC vacuum main, complete - 4 inch	8100.00	LF	\$46.46	\$376,326.00	8100.000	\$376,326.00		\$0.00	8100	\$0.00	\$376,326.00	100%	\$0.00	\$18,816.30
7b		Furnish and install SDR 21 PVC vacuum main, complete - 6 inch	1900.00	LF	\$57.35	\$108,965.00	1900.000	\$108,965.00		\$0.00	1900	\$0.00	\$108,965.00	100%	\$0.00	\$5,448.25
7c		Furnish and install SDR 21 PVC vacuum main, complete - 8 inch	600.00	LF	\$79.80	\$47,880.00	200.000	\$15,960.00	400	\$31,920.00	600	\$0.00	\$47,880.00	100%	\$0.00	\$2,394.00
8a		Furnish and install division valves and boxes, complete - 4-inch	12.00	EA	\$ 2,115.00	\$25,380.00	12.000	\$25,380.00		\$0.00	12	\$0.00	\$25,380.00	100%	\$0.00	\$1,269.00
8b		Furnish and install division valves and boxes, complete - 6-inch	5.00	EA	\$ 2,360.00	\$11,800.00	5.000	\$11,800.00		\$0.00	5	\$0.00	\$11,800.00	100%	\$0.00	\$590.00
8c		Furnish and install division valves and boxes, complete - 8-inch	1.00	EA	\$ 3,741.00	\$3,741.00	1.000	\$3,741.00		\$0.00	1	\$0.00	\$3,741.00	100%	\$0.00	\$187.05
9a		Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	34	EA	\$ 8,800.00	\$ 299,200.00	34	\$299,200.00		\$0.00	34	\$0.00	\$299,200.00	100%	\$0.00	\$14,960.00
9b		Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	7	EA	\$ 9,575.00	\$ 67,025.00	7	\$67,025.00		\$0.00	7	\$0.00	\$67,025.00	100%	\$0.00	\$3,351.25
9c		Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	11	EA	\$ 10,035.00	\$ 110,385.00	11	\$110,385.00		\$0.00	11	\$0.00	\$110,385.00	100%	\$0.00	\$5,519.25
9d		Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3	EA	\$ 10,260.00	\$ 30,780.00	3	\$30,780.00		\$0.00	3	\$0.00	\$30,780.00	100%	\$0.00	\$1,539.00
<b>Furnish and install vacuum pump station with equipment, complete</b>																
10a		Mobilization	1	LS	\$ 50,140.00	\$50,140.00	1	\$50,140.00		\$0.00	1	\$0.00	\$50,140.00	100%	\$0.00	\$2,507.00
10b		Underground Building Section Excavation and Dewatering	1	LS	\$ 65,000.00	\$65,000.00	1	\$65,000.00		\$0.00	1	\$0.00	\$65,000.00	100%	\$0.00	\$3,250.00
10c		Building Shell	1	LS	\$ 340,000.00	\$340,000.00	0.25	\$85,000.00		\$0.00	0.25	\$0.00	\$85,000.00	25%	\$255,000.00	\$4,250.00
10d		Finish Roofing	1	LS	\$ 35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
10e		Gutters	1	LS	\$ 12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
10f		Overhead Crane	1	LS	\$ 40,000.00	\$40,000.00		\$0.00	0.375	\$15,000.00	0.375	\$0.00	\$15,000.00	38%	\$25,000.00	\$750.00
		Generator (Furnish Only)	1	LS	\$ 125,000.00	\$125,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$125,000.00	\$0.00
10g		Electrical	1	LS	\$ 235,000.00	\$235,000.00	0.05	\$11,750.00		\$0.00	0.05	\$0.00	\$11,750.00	5%	\$223,250.00	\$587.50
10h		Flovac System (Furnish Only)	1	LS	\$ 481,000.00	\$481,000.00		\$0.00		\$0.00	0	\$112,500.00	\$112,500.00	23%	\$368,500.00	\$5,625.00
10i		Piping Material (Furnish Only)	1	LS	\$ 45,000.00	\$45,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$45,000.00	\$0.00
10j		Stucco and Paint Finish	1	LS	\$ 55,000.00	\$55,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$55,000.00	\$0.00
10k		HVAC	1	LS	\$ 35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
10l		Louvers and Metalwork	1	LS	\$ 45,000.00	\$45,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$45,000.00	\$0.00
10m		Order Control	1	LS	\$ 15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
10n		General Plumbing	1	LS	\$ 12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
10o		Bathroom	1	LS	\$ 15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
10p		Doors	1	LS	\$ 25,000.00	\$25,000.00		\$0.00	0.35	\$8,750.00	0.35	\$0.00	\$8,750.00	35%	\$16,250.00	\$437.50
10q		Labor and Supervision for installation and General Site Work	1	LS	\$ 125,000.00	\$125,000.00	0.63	\$78,750.00		\$0.00	0.63	\$0.00	\$78,750.00	63%	\$46,250.00	\$3,937.50
<b>OUA Vacuum Building Breakdown Total</b>																
11		Abandon septic tanks, complete	111	EA	\$ 1,370.00	\$152,070.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$152,070.00	\$0.00
12		Abandon manholes, complete	7	EA	\$ 1,940.00	\$13,580.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$13,580.00	\$0.00
13		Furnish and Install Sanitary Service Connections (R/W to Customer Tie-In), complete	111	EA	\$ 3,085.00	\$342,435.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$342,435.00	\$0.00
14		Grout and Abandon Sanitary Sewer Pipe, complete	450	LF	\$ 15.50	\$6,975.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$6,975.00	\$0.00
<b>WATER SYSTEM</b>																
15a		Furnish and install C900 DR 18 PVC water main, complete - 6-inch	1,350	LF	\$ 37.40	\$50,490.00	1310	\$48,994.00		\$0.00	1310	\$0.00	\$48,994.00	97%	\$1,496.00	\$2,449.70
15b		Furnish and install C900 DR 18 PVC water main, complete - 8-inch	1,370	LF	\$ 50.10	\$68,637.00	1264	\$63,326.40		\$0.00	1264	\$0.00	\$63,326.40	92%	\$5,310.60	\$3,166.32
16a		Furnish and install SDR 11 HDPE water main, complete - 2-inch	3,460	LF	\$ 19.70	\$68,162.00	3460	\$68,162.00		\$0.00	3460	\$0.00	\$68,162.00	100%	\$0.00	\$3,408.10
17a		Furnish and install gate valves and boxes, complete 6"	12	EA	\$ 2,540.00	\$30,480.00	12	\$30,480.00		\$0.00	12	\$0.00	\$30,480.00	100%	\$0.00	\$1,524.00
17b		Furnish and install gate valves and boxes, complete 8"	5	EA	\$ 3,340.00	\$16,700.00	5	\$16,700.00		\$0.00	5	\$0.00	\$16,700.00	100%	\$0.00	\$835.00
18a		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Main	13	EA	\$ 1,150.00	\$14,950.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$14,950.00	\$0.00
18b		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Fire Hydrant	4	EA	\$ 1,150.00	\$4,600.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$4,600.00	\$0.00
19		Furnish and install fire hydrant assemblies, complete	5	EA	\$ 9,300.00	\$46,500.00	5	\$46,500.00		\$0.00	5	\$0.00	\$46,500.00	100%	\$0.00	\$2,325.00
20a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,000.00	\$4,000.00	4	\$4,000.00		\$0.00	4	\$0.00	\$4,000.00	100%	\$0.00	\$200.00
20b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,800.00	\$7,200.00	4	\$7,200.00		\$0.00	4	\$0.00	\$7,200.00	100%	\$0.00	\$360.00
20c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,600.00	\$38,400.00	24	\$38,400.00		\$0.00	24	\$0.00	\$38,400.00	100%	\$0.00	\$1,920.00
20d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,730.00	\$65,520.00	24	\$65,520.00		\$0.00	24	\$0.00	\$65,520.00	100%	\$0.00	\$3,276.00
21		Furnish and Install Water Service Connections (R/W to Customer Tie-In), complete	131	EA	\$ 1,460.00	\$191,260.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$191,260.00	\$0.00



**SCHEDULE OF VALUES**

AIA DOCUMENT G703

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

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

APPLICATION NO: 9  
APPLICATION DATE: 6/21/2023  
PERIOD TO: 5/31/2023  
PROJECT NO.: 235-006.03  
CONTRACT NO.: 22-0039-00

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

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

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J QTY TO DATE	K MATERIALS PRESENTLY STORED (NOT IN G OR H)	L TOTAL COMPLETED AND STORED TO DATE (G+H+J)	M % (K ÷ F)	N BALANCE TO FINISH (F - K)	O TOTAL RETAINAGE
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$19,240.00	\$0.00	
23		Furnish and install ductile iron compact fittings with reaction blocking or thrust restraints, complete	1.5	TN	\$ 18,200.00	\$27,300.00	1.4	\$25,480.00	\$0.00	1.4	\$0.00	\$25,480.00	93%	\$1,820.00	\$1,274.00	
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$4,805.00	\$0.00	
<b>RESTORATION</b>																
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00	11000	\$31,350.00	\$0.00	11000	\$0.00	\$31,350.00	100%	\$0.00	\$1,567.50	
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$18,810.00	\$0.00	
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$136,344.00	\$0.00	
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00		\$0.00	800	\$18,240.00	800	\$0.00	\$18,240.00	67%	\$9,120.00	\$912.00
29		Asphalt Road Patch, complete	1,850	SY	\$ 25.30	\$46,805.00	716	\$18,114.80	1134	\$28,690.20	1850	\$0.00	\$46,805.00	100%	\$0.00	\$2,340.25
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$5,985.00	\$0.00	
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$10,000.00	\$0.00	
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$400,000.00	\$0.00	
<b>Change Orders</b>										\$0.00						
CO#1 -1		Removal of all septic tank abandonements. This affects Bid Item No. 11	1.00	LS	-\$152,070.00	-\$152,070.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	-\$152,070.00	\$0.00	
CO#1 -2		Removal of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	1.00	LS	-\$342,435.00	-\$342,435.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	-\$342,435.00	\$0.00	
CO#1 -3		Removal of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	1.00	LS	-\$191,260.00	-\$191,260.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	-\$191,260.00	\$0.00	
CO#1 -4		Removal of all well disconnections. This affects Bid Item No. 22.	1.00	LS	-\$19,240.00	-\$19,240.00		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	-\$19,240.00	\$0.00	
CO#1 -5		Reduction of Bid Items No. 1 through 6 as a result of work being removed in items 1 through 5 above.	1.00	LS	-\$7,120.05	-\$7,120.05		\$0.00	\$0.00	0	\$0.00	\$0.00	0%	-\$7,120.05	\$0.00	
Allowance Authorization #1		Swale Culvert Construction	1.00	LS	\$59,819.00	\$59,819.00		\$0.00	1	\$59,819.00	1	\$0.00	\$59,819.00	100%	\$0.00	\$2,990.95
Allowance Authorization #1		Relocating Vacuum Main	1.00	LS	\$23,781.55	\$23,781.55		\$0.00	1	\$23,781.55	1	\$0.00	\$23,781.55	100%	\$0.00	\$1,189.08
<b>TOTAL</b>						<b>\$4,514,475.50</b>		<b>\$2,229,317.20</b>	<b>\$192,356.75</b>		<b>\$112,500.00</b>	<b>\$2,534,173.95</b>		<b>\$1,980,301.55</b>	<b>\$126,708.70</b>	





**HINTERLAND GROUP, INC.**  
 2051 W. BLUE HERON BLVD.  
 RIVIERA BEACH, FL 33404  
 (561) 640-3503

SEACOAST NATIONAL BANK  
 WEST PALM BEACH

63-515  
 670

**23900**

DATE  
 May 25, 2023

AMOUNT  
 \$\*\*\*\*\*14,868.00

Pay: \*\*\*\*\*Fourteen thousand eight hundred sixty-eight dollars and no cents

**PAY**  
 TO THE  
 ORDER  
 OF  
 J. Herbert Corporation  
 1751 South John Young Parkway  
 Kissimmee, FL 34741

  
 AUTHORIZED SIGNATURE

⑈023900⑈ ⑆067005158⑆ 0002007508⑈

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

**HINTERLAND GROUP, INC.**  
 RIVIERA BEACH, FL 33404

**23900**

DATE	INVOICE NO.	INVOICE AMOUNT	RETAINAGE	DEDUCTION	BALANCE	
5/24/23	INV104516	14868.00	.00	.00	14868.00	
<b>CHECK DATE</b>	5/25/23	<b>TOTAL</b>	14868.00	.00	.00	14868.00

**HINTERLAND GROUP, INC.**  
 RIVIERA BEACH, FL 33404

**23900**

DATE	INVOICE NO.	INVOICE AMOUNT	RETAINAGE	DEDUCTION	BALANCE	
5/24/23	INV104516	14868.00	.00	.00	14868.00	
<b>CHECK DATE</b>	5/25/23	<b>TOTAL</b>	14868.00	.00	.00	14868.00



1751 S. John Young Pkwy  
 Kissimmee, FL 34741  
 (407) 846-0588  
 general.admin@jherbertcorp.com  
 www.jherbertcorp.com

# INVOICE

## INV104516

Document Date 5/24/2023  
 Due Date 6/8/2023

**Sold To**

HINTERLAND GROUP, INC.  
 2051 W. BLUE HERON BLVD  
 RIVIERA BEACH, FL 33404

**Ship To**

HINTERLAND GROUP, INC.  
 2051 W. BLUE HERON BLVD  
 RIVIERA BEACH, FL 33404

P.O. Number	S.O. No.	Account #	Salesperson	Shipment Method	Terms
22003900-068		HINTERLAND GRO...	RES		NET 15
Project					<b>CUSTOMER TOTAL ACCOUNT BALANCE \$14,868.00</b>



PLEASE PROVIDE CURRENT AP CONTACT INFORMATION (NAME, PHONE NUMBER AND EMAIL) AS WELL AS TAX EXEMPT FORM (IF APPLICABLE). GENERAL.ADMIN@JHERBERTCORP.COM OR (407) 846-0588

Item Code	Description	QTY	U/M	Price Each	Amount
JHC CRANE	1 SINGLE GIRDER TOP RUNNING CRANE W/ RUNWAY 35% DOWN PAYMENT PER TERMS				14,868.00

NUM 068

JOB Number: 22 0039 00

COST Code: 02 2290

Category: m (1, 2, or 3 Letters)

OR GL Code: \_\_\_\_\_

BAM

35%  
down  
pmt



<b>Subtotal</b>	\$14,868.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$14,868.00

Please be advised that payment is due within the payment terms of this invoice. Overdue accounts are subject to shipping delays of orders or curtailment of any activity on your orders, as well as a 18% rate of interest on your balance may occur. In the event that we need to take legal action to collect this balance, all costs incurred are your responsibility. These terms will be construed and enforced according to and in governed by the laws of the State of Florida.





## STANDARD TERMS AND CONDITIONS OF SALE

### 1. GENERAL

A. Seller's prices are based on these sales terms and (i) this document, together with any additional writings signed by Seller, represents a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Buyer's purchase order, a course of dealing, Seller's performance or delivery, or in any other way except in writing signed by an authorized representative of Seller, and (ii) these terms are intended to cover all activity of Seller and Buyer hereunder, including sales and use of products, parts and work, and all related matters (references to products include parts and references to work include construction, installation, start-up and other services). Any references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect. Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

B. The agreement formed hereby, and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of Florida on the date hereof, and all applicable Florida laws. Any legal proceedings between the parties to this agreement arising out of any matters or transactions pursuant to this agreement shall be brought in the Courts of Osceola County, Florida, and by execution hereof Buyer submits to the jurisdiction and venue of such Courts.

### 2. TAXES

Any sales, use or other similar type taxes imposed on this sale or on this transaction are not included in the price. Such taxes should be billed separately to the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved and the Seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

### 3. PERFORMANCE, INSPECTION & ACCEPTANCE

A. Unless Seller specifically assumes installation, construction or start-up responsibility, all products shall be finally inspected and accepted within ten (10) days after receipt of point of delivery. Products not covered by the foregoing and all work shall be finally inspected and accepted within ten (10) days after completion of the applicable work by Seller. All claims whatsoever by Buyer (including claims for shortages) excepting only those provided for under the WARRANTY AND LIMITATION OF LIABILITY AND PATENTS Clauses hereof must be asserted in writing by Buyer within said ten (10) day period or they are waived. If this contract involves partial performances, all such claims must be asserted within said ten (10) day period for each partial performance. There shall be no revocation of acceptance. Rejection may be only for defects substantially impairing the value of products or work and Buyer's remedy for lesser defects shall be those provided for under the WARRANTY AND LIMITATION OF LIABILITY Clause.

B. Seller shall not be responsible for nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors or carriers, fires, governmental actions and material shortages. Any delays occasioned shall affect a corresponding extension of Seller's performance dates which are, in any event, understood to be approximate. In no event shall Buyer be entitled to incidental or consequential damages for late performance or a failure to perform.

C. It is understood time is of the essence in Seller's receipt of any material, data, facilities, approvals, and other items to be furnished by Buyer and Buyer shall be responsible for any added expenses caused Seller by delays in furnishing the same with significant delays constituting a breach of this agreement.

D. If Buyer wrongfully rejects or revokes acceptance of items tendered under this agreement or fails to make payment due on or before delivery, or repudiates this agreement, Seller shall have a right to recover as damages the price as stated herein. Upon recovery of the price, the items involved shall become the property of the Buyer.

### 4. TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products to the F.O.B. point. However, Seller retains title for security purposes only, to all products until paid in full in cash and Seller may at Seller's option repossess the same, upon Buyer's default in payment hereunder, and charge Buyer with any deficiency.

### 5. WARRANTY AND LIMITATION OF LIABILITY

A. Seller warrants that its products and parts, when shipped, and its work (including installation, construction and start-up), when performed, will meet applicable specifications and other specific product and work requirements (including those of performance), if any, of this agreement, will be of good quality and will be free from defects in material and workmanship. All claims for defective products or parts under this warranty must be made in writing immediately upon discovery and, in any event, within one (1) year from shipment of the applicable item unless Seller specifically assumes installation, construction or start-up responsibility. All claims for defective products or parts when Seller specifically assumes installation, construction or start-up responsibility, and all claims for defective work must be made in writing immediately upon discovery and, in any event, within one (1) year from completion of the applicable work by Seller, provided, however, all claims for defective products and parts must be made in writing no later than eighteen (18) months after shipment. Defective items must be held for Seller's inspection and returned to the original F.O.B. point upon request. **THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.**

B. Upon Buyer's submission of a claim as provided above and its substantiation, Seller shall at its option either (i) repair or replace its product, part or work at either the original F.O.B. point of delivery or at Seller's authorized service station nearest Buyer or (ii) refund an equitable portion of the purchase price.

C. This warranty is contingent upon Buyer's proper maintenance and care of Seller's products and does not extend to fair wear and tear. Seller reserves the right to void warranty in event of Buyer's use of inappropriate materials in the course of repair or maintenance, or if Seller's products have been dismantled prior to submission to Seller for warranty inspection.

D. The foregoing is Seller's only obligation and Buyer's only remedy, for breach of warranty, and except for gross negligence, willful misconduct, and remedies permitted under the PERFORMANCE, INSPECTION AND ACCEPTANCE and the PATENTS Clauses hereof, the foregoing is Buyer's only remedy hereunder by way of breach of contract, tort or otherwise. In no event shall Buyer be entitled to incidental or consequential damages. Any action for breach of this agreement must be commenced within two (2) years after the cause of action has accrued.

### 6. PATENTS

Seller agrees to assume the defense of any suit for infringement of any United States patents brought against Buyer to the extent such suit charges infringement of an apparatus or product claim by Seller's product in and of itself, provided (i) said product is built entirely to Seller's design, (ii) Buyer notifies Seller in writing of the filing of such suit within ten (10) days after the service of process thereof, and (iii) Seller is given complete control of the defense of such suit, including the right to defend, settle and make changes in the product for the purpose of avoiding infringement.





## STANDARD TERMS AND CONDITIONS OF SALE (CONTINUED)

Seller assumes no responsibility for charges of infringement of any process or method claims, unless infringement of such claims is the result of following specific instructions furnished by Seller.

### 7. SPECIAL TOOLING

Notwithstanding any tool, die or pattern charges or amortization in connection herewith, all special tooling and related items shall be, and remain, the property of Seller.

### 8. NOTICE

J. Herbert Corporation values highly the confidence and good will of its customers and suppliers. We offer our products only on their merit, and we expect our customers to judge and purchase our products and services solely based on quality, price, delivery, and service. Likewise, J. Herbert Corporation buys only on merit, and we judge and purchase solely based on quality, price, delivery, and service. This corporate policy applies in all relationships with our customers and suppliers.

### 9. CANCELLATION

Orders accepted by Seller are non-cancelable by Buyer unless agreed to in writing by Seller. If Buyer makes written request for cancellation of the entire order, or any portion thereof, and Seller agrees in writing to such request, Buyer shall then be responsible for payment to Seller of the following cancellation charges:

A. Goods ordered from seller's stock: If cancellation notice is received prior to Seller's packaging for shipment there shall be no cancellation charges. If Seller has packaged goods for shipment a fifteen (15%) percent charge shall apply regardless of whether the goods have been delivered to a carrier or the Buyer.

B. All items not normally stocked, or which have been specifically designed, manufactured, or altered for the Buyer's requirements: Cancellation charges shall include reimbursement to Seller of all material and labor expenses (including overhead costs attributable to direct expenses) incurred or committed to by date cancellation request is received, plus Seller's anticipated profit on the entire order or the canceled portion thereof. In addition, Buyer shall reimburse Seller for any and all incidental damages.

C. In any event if a cancellation request is received more than thirty (30) days after date of order acceptance, there shall be a minimum cancellation charge of twenty-five (25%) percent of the entire order price or the canceled portion thereof. For purposes of this provision B, requests for suspension of manufacture shall be treated the same as cancellation. Cancellation charges shall be due and payable upon Seller's mailing of its invoice. Title to partially or fully manufactured products shall pass to Buyer upon payment.

### 10. RETURNS

No returns of materials to Seller will be allowed without Seller's written consent, and assignment of a return material authorization number. All returns must be made freight prepaid to Seller's plant. NO COLLECT SHIPMENTS WILL BE ACCEPTED. Material returned for credit is subject to Seller's inspection to determine condition prior to determining the amount of credit due Buyer. In any case returned material will be subject to a fifteen (15%) percent restocking charge plus any costs Seller incurs to place material in saleable condition.

### 11. DELAYS

If the Buyer requests a delay in delivery and the Seller consents thereto, Buyer shall pay reasonable storage charges plus the Seller's costs for handling...it being understood in such event that Seller shall still have the right to render its normal invoice to Buyer as if the product had been in fact shipped in accordance with original schedule(s). If the Buyer requests a delay in erection when included in the contract and the Seller consents thereto, Buyer shall pay for erection costs to that date and any additional costs resulting from this delay.

### 12. FREIGHT

Freight prices quoted are approximate for the stated mode of transportation and are based on tariffs and rates in effect at the time of quotation. Actual freight charges will be invoiced at rates and subject to tariffs in effect at time of shipment.

NOTE If freight is included in quoted selling price, this paragraph 12 is void.

### 13. INSTALLATION AND FIELD SERVICES

Buyer is responsible for obtaining, at Buyer's expense, all required, licenses, permits, zoning approvals and authorizations of any kind for type of work being performed. Buyer shall indemnify and hold harmless Seller and its sub-contractors from all claims, actions and demands which may result from performance of construction work hereunder and shall reimburse them for all expenses incurred in investigating, handling and defending against the same, and shall pay all judgments, awards or settlements resulting therefrom. All material furnished by Buyer must be available during construction. No work will be performed under handicap of wind, rain, snow, ice or extreme temperature unless Buyer agrees to assume the additional costs and risks incurred because of such adverse weather conditions. Buyer shall provide power service for the operation during the entire work period. Unless otherwise specifically agreed in writing, or unless such failure is due to Seller's gross negligence or bad faith, Seller shall not be liable for any damages of any kind or nature for any failure to complete work on scheduled date. Work must proceed uninterrupted. Work is to be performed during normal working hours by merit shop workmen. No labor or material is included for test loading of equipment. Clear access to equipment including necessary scaffolding and work platforms and adequate work area must be provided by Buyer. No labor or material is included for connection of equipment being installed to building power distribution panel or other power source. Buyer is to provide hoisting or lifting equipment at no cost to Seller for unrestricted use by the Seller.

### 14. TERMS OF PAYMENT

A. Pre-Quoted Installation and Field Services, NET 30 Days on all other invoices.

Over \$5,000: 50% of total order value is to accompany Order, due upon receipt.  
50% of total order is due upon completion of service, NET 30 Days.

B. New Equipment Sales: NET 30 Days on all other invoices.

Over \$5,000: 50% of total order value is to accompany Order, due upon receipt. Payment must be received before Order is released.  
50% of total order value is to accompany Readiness to ship, NET 30 Days.

C. J. Herbert Corporation Manufactured Products:

35% of total order value is to Accompany Purchase Order or Acceptance of Contract, Due upon Receipt.  
25% of total order value is to accompany Clearance of Drawings and other Submittal Data provided by Seller, Due upon Receipt.  
30% of total order value is to accompany Readiness to ship, Due upon Receipt.  
10% of total order value is due upon completion and Buyer's acceptance of equipment, NET 30 Days.

NOTE: Payment terms quoted in a J. Herbert Corporation proposal shall take precedence over payment terms listed above.



## STANDARD TERMS AND CONDITIONS OF SALE (CONTINUED)

### ACCEPTABLE PAYMENT METHODS

Existing Customers or Customers with approved credit by J. Herbert Credit Department

- Check
- Credit or Debit Card
- ACH Payment
- Wire Transfer (Fees paid by Buyer)

New Customers or Customers without J. Herbert Credit Approval

- Credit or Debit Card
- ACH Payment
- Wire Transfer (Fees paid by Buyer)

Accounts are opened only with firms and individuals who are satisfactorily rated by an appropriate credit authority and/or approved by JHC Credit Department. All other buyers must pay in advance by ACH or Wire Transfer Payment in advance of delivery. Buyers Terms specified on Purchase Orders do not replace JHC Standard Terms of Payment. Seller reserves the right to refuse delivery except for cash, including payment for all goods previously delivered and to stop delivery, whenever, in the discretion of the Seller, there is no doubt as to Buyer's solvency.

In the event Buyer does not satisfy the terms of payment as outlined above, Seller reserves the right to assess service charges of 1.5% per month on a pro-rata basis on the amount in arrears, or such lesser amount to the maximum permitted by law.

### 15. INTEREST ON ACCOUNTS

All accounts unpaid more than thirty (30) days after the due date shall accrue interest at the rate of one and one-half (1 1/2%) percent per month beginning on the day following the due date. If paid during said thirty (30) day period, interest will be waived. Interest may be calculated daily and shall be added to the principal due on the account.

### 16. COLLECTION OF ACCOUNTS

J. Herbert Corporation reserves the right to press for collection of any account unpaid after the due date. Buyer shall pay all of the costs of any such collection efforts including, without limitation, reasonable attorney's fees through all legal proceedings including appeals and post-judgment proceedings. All property remains the property of J. Herbert Corporation until paid in full.

### 17. IMPORTANT

All quotations are subject to revocation without notice and all orders are subject to final acceptance at our Kissimmee office. Due to market conditions prices are subject to change at any time until an order is accepted. If selected, J. Herbert Corporation will provide vendor quotes and other information to be used as benchmarks in calculation of cost escalation. J. Herbert Corporation's mark-up to cover overhead and profit will be added to or deducted from escalation. Applicable sales tax will be added to or deducted from escalation.

JHCTC102021





1751 South John Young Parkway ♦ Kissimmee ♦ Florida 34741  
Phone (407) 846-0588 ♦ Fax (407) 846-1066

## J. HERBERT CORPORATION

### WARRANTY AND LIMITATION OF LIABILITY

A. Seller warrants that its products and parts, when shipped, and its work (including installation, construction and start-up), when performed, will meet applicable specifications and other specific product and work requirements (including those of performance), if any, of this agreement, will be of good quality and will be free from defects in material and workmanship. All claims for defective products or parts under this warranty must be made in writing immediately upon discovery and, in any event, within one (1) year from shipment of the applicable item unless Seller specifically assumes installation, construction or start-up responsibility. All claims for defective products or parts when Seller specifically assumes installation, construction or start-up responsibility, and all claims for defective work must be made in writing immediately upon discovery and, in any event, within one (1) year from completion of the applicable work by Seller, provided, however, all claims for defective products and parts must be made in writing no later than eighteen (18) months after shipment. Defective items must be held for Seller's inspection and returned to the original F.O.B point upon request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

B. Upon Buyers submission of a claim as provided above and its substantiation, Seller shall at its option either (i) repair or replace its product, part or work at either the original F.O.B. point of delivery or at Seller's authorized service station nearest Buyer or (ii) refund an equitable portion of the purchase price.

C. This warranty is contingent upon Buyers proper maintenance and care of Seller's products, and does not extend to fair wear and tear. Seller reserves the right to void warranty in event of Buyers use of inappropriate materials in the course of repair or maintenance, or if Seller's products have been dismantled prior to submission to Seller for warranty inspection.

D. The foregoing is Seller's only obligation and Buyer's only remedy, for breach of warranty, and except for gross negligence, willful misconduct, and remedies permitted under the PERFORMANCE, INSPECTION AND ACCEPTANCE and the PATENTS Clauses hereof the foregoing is Buyer's only remedy hereunder by way of breach of contract, tort or otherwise. In no event shall Buyer be entitled to incidental or consequential damages. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.



August 9, 2023  
235-006.03

(Sent via email to [jhayford@ouafl.com](mailto:jhayford@ouafl.com))

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

Dear Mr. Hayford:

Reference: Application and Certificate for Payment No. 10  
Pine Ridge Park Utility System Improvements

Enclosed is revised Payment Application and Certificate No. 10 for the above referenced project from Hinterland Group. **We recommend funding the requested hard cost amount of \$52,984.35 as payment for work completed from June 1, 2023, through July 31, 2023.** The work for which payment is being requested includes:

1. Partial payment for As-Built Record Drawings.
2. Partial Payment for NPDES compliance.
3. Partial Payment of 10% of Line Item 10C- Building Shell.
4. Full Payment for the Furnish, Install, and remove sample points, complete, inclusive of bacteriological testing, complete- on main.
5. Full Payment for the Furnish, Install, and remove of sample points, complete, inclusive of bacteriological testing, complete- on fire hydrant.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Douglas Hammann".

Douglas K. Hammann, P.E.

Encl.

V:\Projects\CSFL122\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Pay Requests\Pay App #10\Pay App #9.docx

**PAYMENT APPLICATION AND CERTIFICATE  
SIGNATURE PAGE**

**APPLICATION NUMBER 10**

**DATE** August 9, 2023 **PROJECT NUMBER** 235-006.03  
**PERIOD FROM** June 1, 2023 **TO** July 31, 2023  
**PROJECT NAME** Pine Ridge Park Utility Improvements  
**CONTRACTOR** Hinterland Group, Inc.

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

CHA Consulting, Inc. *Doyle Hammon* Date 8/9/2023  
Owner \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGMENT OF PAYMENT**

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

Contractor Hinterland Group, Inc.

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

By Mr. Chase Rogers

Title: Project Manager

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

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

**PAYMENT APPLICATION AND CERTIFICATE**

Date: 8/9/2023 Project No: 235-006.03  
Application No: 10 Period From June 1, 2023 To July 31, 2023  
Project: Pine Ridge Park Utility Improvements  
To Owner: Okeechobee Utility Authority  
From Contractor: Hinterland Group, Inc.  
Thru Engineer: CHA Companies

1.	Original Contract Sum.....	\$ <u>5,143,000.00</u>
2.	Approved Contract Modifications.....	\$ <u>(712,125.05)</u>
3.	Contract Modifications Approved This Period (List Contract Modification Numbers _____ And attach copies of Contract Modifications).....	\$ <u>0.00</u>
4.	Revised Contract Amount (Sum of Lines 1 & 2). ....	\$ <u>4,430,874.95</u>
5.	Total Value of Work completed to Date.....	\$ <u>2,589,946.95</u>
6.	Less Amount Retained ( <u>5</u> %). ....	\$ <u>129,497.35</u>
7.	Subtotal (Line 5 - Line 6).....	\$ <u>2,460,449.60</u>
8.	Less Previous Certificates for Payment..... (Line 7 from previous application)	\$ <u>2,407,465.25</u>
9.	Current Payment Due (Line 7 - Line 8). ....	\$ <u>52,984.35</u>
10.	Balance to Finish Plus Retainage (Line 4 - Line 7). ....	\$ <u>1,970,425.35</u>
11.	Percent Project Complete ( _____ %)	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies:

1. The Work covered by this Application for Payment has been completed in accordance with the Contract Documents.
2. All previous progress payments received from the OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of the CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 9 thru 5/31/2023 inclusive.
3. Title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to the OWNER).

  
(Authorized Representative)

\_\_\_\_\_

Contractor

8/9/2023

Date

Payment of the amount in  
Line 9 is recommended.

\_\_\_\_\_

Project Representative

\_\_\_\_\_

Date

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

**PROJECT: PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **10**

APPLICATION DATE: **July 26, 2023**

PERIOD FROM: **June 1, 2023**

PERIOD TO: **July 31, 2023**

REVISION:

CONTRACT NO.: **235-006.03**

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

FROM CONTRACTOR:

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

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	<u>5,143,000.00</u>
2. Net change by Change Orders	\$	<u>(712,125.05)</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>4,430,874.95</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>2,589,946.95</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>123,872.35</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>5,625.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>129,497.35</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$2,460,449.60</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>2,407,465.25</u>
8. CURRENT PAYMENT DUE	\$	<u>52,984.35</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>1,970,425.35</u>
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$712,125.05
Total approved this Month	\$ 818,942.65	0.00
TOTALS	\$818,942.65	\$712,125.05
NET CHANGES by Change Order	\$106,817.60	

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

CONTRACTOR: HINTERLAND GROUP, INC.

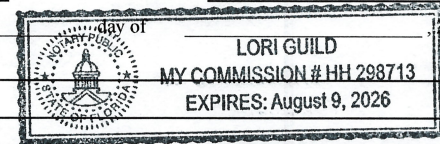
By: Nelson Bello Date: 8.9.2023  
Nelson Bello, Project Manager

State of: Florida County of: Palm Beach

Subscribed and sworn to before me this

Notary Public: Lori Guild

My Commission expires:



**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED . . . \$ 52,984.35

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

ENGINEER/ARCHITECT:

By: Douglas Hamm Date: 8/9/2023

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



# SCHEDULE OF VALUES

AIA DOCUMENT G703

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

CONTRACT: 235-006.03

APPLICATION NO: 10

PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION DATE: 7/26/2023

PERIOD TO: 7/31/2023

PROJECT NO.: 235-006.03

CONTRACT NO.: 22-0039-00

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

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

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J QTY TO DATE	K MATERIALS PRESENTLY STORED (NOT IN G OR H)	L TOTAL COMPLETED AND STORED TO DATE (G+H+J)	M % (K + F)	N BALANCE TO FINISH (F - K)	O TOTAL RETAINAGE 5.00%
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
		<b>GENERAL</b>														
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00	0.950	\$300,200.00		\$0.00	0.95	\$0.00	\$300,200.00	95%	\$15,800.00	\$15,010.00
2		Indemnification	1	LS	\$ 51,500.00	\$51,500.00	1.000	\$51,500.00		\$0.00	1	\$0.00	\$51,500.00	100%	\$0.00	\$2,575.00
3		As-Built Record Drawings	1	LS	\$ 34,200.00	\$34,200.00	0.800	\$27,360.00	0.05	\$1,710.00	0.85	\$0.00	\$29,070.00	85%	\$5,130.00	\$1,453.50
4		Maintenance of Traffic	1	LS	\$ 34,200.00	\$34,200.00	0.950	\$32,490.00		\$0.00	0.95	\$0.00	\$32,490.00	95%	\$1,710.00	\$1,624.50
5		Existing Utility Location/ Identification	1	LS	\$ 10,260.00	\$10,260.00	1.000	\$10,260.00		\$0.00	1	\$0.00	\$10,260.00	100%	\$0.00	\$513.00
6		NPDES General Construction Permit Compliance	1	LS	\$ 10,260.00	\$10,260.00	0.900	\$9,234.00	0.05	\$513.00	0.95	\$0.00	\$9,747.00	95%	\$513.00	\$487.35
		<b>SANITARY SYSTEM</b>														
7a		Furnish and install SDR 21 PVC vacuum main, complete - 4 inch	8100.00	LF	\$46.46	\$376,326.00	8100.000	\$376,326.00		\$0.00	8100	\$0.00	\$376,326.00	100%	\$0.00	\$18,816.30
7b		Furnish and install SDR 21 PVC vacuum main, complete - 6 inch	1900.00	LF	\$57.35	\$108,965.00	1900.000	\$108,965.00		\$0.00	1900	\$0.00	\$108,965.00	100%	\$0.00	\$5,448.25
7c		Furnish and install SDR 21 PVC vacuum main, complete - 8 inch	600.00	LF	\$79.80	\$47,880.00	600.000	\$47,880.00		\$0.00	600	\$0.00	\$47,880.00	100%	\$0.00	\$2,394.00
8a		Furnish and install division valves and boxes, complete - 4-inch	12.00	EA	\$ 2,115.00	\$25,380.00	12.000	\$25,380.00		\$0.00	12	\$0.00	\$25,380.00	100%	\$0.00	\$1,269.00
8b		Furnish and install division valves and boxes, complete - 6-inch	5.00	EA	\$ 2,360.00	\$11,800.00	5.000	\$11,800.00		\$0.00	5	\$0.00	\$11,800.00	100%	\$0.00	\$590.00
8c		Furnish and install division valves and boxes, complete - 8-inch	1.00	EA	\$ 3,741.00	\$3,741.00	1.000	\$3,741.00		\$0.00	1	\$0.00	\$3,741.00	100%	\$0.00	\$187.05
9a		Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	34	EA	\$ 8,800.00	\$ 299,200.00	34	\$299,200.00		\$0.00	34	\$0.00	\$299,200.00	100%	\$0.00	\$14,960.00
9b		Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	7	EA	\$ 9,575.00	\$ 67,025.00	7	\$67,025.00		\$0.00	7	\$0.00	\$67,025.00	100%	\$0.00	\$3,351.25
9c		Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	11	EA	\$ 10,035.00	\$ 110,385.00	11	\$110,385.00		\$0.00	11	\$0.00	\$110,385.00	100%	\$0.00	\$5,519.25
9d		Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3	EA	\$ 10,260.00	\$ 30,780.00	3	\$30,780.00		\$0.00	3	\$0.00	\$30,780.00	100%	\$0.00	\$1,539.00
		<b>Furnish and install vacuum pump station with equipment, complete</b>														
10a		Mobilization	1	LS	\$ 50,140.00	\$50,140.00	1	\$50,140.00		\$0.00	1	\$0.00	\$50,140.00	100%	\$0.00	\$2,507.00
10b		Underground Building Section Excavation and Dewatering	1	LS	\$ 65,000.00	\$65,000.00	1	\$65,000.00		\$0.00	1	\$0.00	\$65,000.00	100%	\$0.00	\$3,250.00
10c		Building Shell	1	LS	\$ 340,000.00	\$340,000.00	0.25	\$85,000.00	0.1	\$34,000.00	0.35	\$0.00	\$119,000.00	35%	\$221,000.00	\$5,950.00
10d		Finish Roofing	1	LS	\$ 35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
10e		Gutters	1	LS	\$ 12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
10f		Overhead Crane	1	LS	\$ 40,000.00	\$40,000.00	0.375	\$15,000.00		\$0.00	0.375	\$0.00	\$15,000.00	38%	\$25,000.00	\$750.00
		<b>Generator (Furnish Only)</b>														
10g		Electrical	1	LS	\$ 235,000.00	\$235,000.00	0.05	\$11,750.00		\$0.00	0.05	\$0.00	\$11,750.00	5%	\$223,250.00	\$587.50
10h		Flovac System (Furnish Only)	1	LS	\$ 481,000.00	\$481,000.00		\$0.00		\$0.00	0	\$112,500.00	\$112,500.00	23%	\$368,500.00	\$5,625.00
10i		Piping Material (Furnish Only)	1	LS	\$ 45,000.00	\$45,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$45,000.00	\$0.00
10j		Stucco and Paint Finish	1	LS	\$ 55,000.00	\$55,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$55,000.00	\$0.00
10k		HVAC	1	LS	\$ 35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
10l		Louvers and Metalwork	1	LS	\$ 45,000.00	\$45,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$45,000.00	\$0.00
10m		Order Control	1	LS	\$ 15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
10n		General Plumbing	1	LS	\$ 12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
10o		Bathroom	1	LS	\$ 15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
10p		Doors	1	LS	\$ 25,000.00	\$25,000.00	0.35	\$8,750.00		\$0.00	0.35	\$0.00	\$8,750.00	35%	\$16,250.00	\$437.50
10q		Labor and Supervision for installation and General Site Work	1	LS	\$ 125,000.00	\$125,000.00	0.63	\$78,750.00		\$0.00	0.63	\$0.00	\$78,750.00	63%	\$46,250.00	\$3,937.50
		<b>OJA Vacuum Building Breakdown Total</b>														
11		Abandon septic tanks, complete	111	EA	\$ 1,370.00	\$152,070.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$152,070.00	\$0.00
12		Abandon manholes, complete	7	EA	\$ 1,940.00	\$13,580.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$13,580.00	\$0.00
13		Furnish and Install Sanitary Service Connections (R/W to Customer Tie-In), complete	111	EA	\$ 3,085.00	\$342,435.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$342,435.00	\$0.00
14		Grout and Abandon Sanitary Sewer Pipe, complete	450	LF	\$ 15.50	\$6,975.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$6,975.00	\$0.00
		<b>WATER SYSTEM</b>														
15a		Furnish and install C900 DR 18 PVC water main, complete - 6-inch	1,350	LF	\$ 37.40	\$50,490.00	1310	\$48,994.00		\$0.00	1310	\$0.00	\$48,994.00	97%	\$1,496.00	\$2,449.70
15b		Furnish and install C900 DR 18 PVC water main, complete - 8-inch	1,370	LF	\$ 50.10	\$68,637.00	1264	\$63,326.40		\$0.00	1264	\$0.00	\$63,326.40	92%	\$5,310.60	\$3,166.32
16a		Furnish and install SDR 11 HDPE water main, complete - 2-inch	3,460	LF	\$ 19.70	\$68,162.00	3460	\$68,162.00		\$0.00	3460	\$0.00	\$68,162.00	100%	\$0.00	\$3,408.10
17a		Furnish and install gate valves and boxes, complete 6"	12	EA	\$ 2,540.00	\$30,480.00	12	\$30,480.00		\$0.00	12	\$0.00	\$30,480.00	100%	\$0.00	\$1,524.00
17b		Furnish and install gate valves and boxes, complete 8"	5	EA	\$ 3,340.00	\$16,700.00	5	\$16,700.00		\$0.00	5	\$0.00	\$16,700.00	100%	\$0.00	\$835.00
18a		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Main	13	EA	\$ 1,150.00	\$14,950.00		\$0.00	13	\$14,950.00	13	\$0.00	\$14,950.00	100%	\$0.00	\$747.50
18b		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Fire Hydrant	4	EA	\$ 1,150.00	\$4,600.00		\$0.00	4	\$4,600.00	4	\$0.00	\$4,600.00	100%	\$0.00	\$230.00
19		Furnish and install fire hydrant assemblies, complete	5	EA	\$ 9,300.00	\$46,500.00	5	\$46,500.00		\$0.00	5	\$0.00	\$46,500.00	100%	\$0.00	\$2,325.00
20a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,000.00	\$4,000.00	4	\$4,000.00		\$0.00	4	\$0.00	\$4,000.00	100%	\$0.00	\$200.00
20b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,800.00	\$7,200.00	4	\$7,200.00		\$0.00	4	\$0.00	\$7,200.00	100%	\$0.00	\$360.00
20c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,600.00	\$38,400.00	24	\$38,400.00		\$0.00	24	\$0.00	\$38,400.00	100%	\$0.00	\$1,920.00
20d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,730.00	\$65,520.00	24	\$65,520.00		\$0.00	24	\$0.00	\$65,520.00	100%	\$0.00	\$3,276.00
21		Furnish and Install Water Service Connections (R/W to Customer Tie-In), complete	131	EA	\$ 1,460.00	\$191,260.00		\$0.00		\$0.00	0	\$0.00	\$0.00	0%	\$191,260.00	\$0.00

**SCHEDULE OF VALUES**

AIA DOCUMENT G703

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

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

APPLICATION NO: 10  
APPLICATION DATE: 7/26/2023  
PERIOD TO: 7/31/2023  
PROJECT NO.: 235-006.03  
CONTRACT NO.: 22-0039-00

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

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

A ITEM NO.	B FDOT PAY ITEM NO.	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+I)	L % (K ÷ F)	M BALANCE TO FINISH (F - K)	N TOTAL RETAINAGE 5.00%
							QTY	AMOUNT (G + H)	QTY	AMOUNT					
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	\$19,240.00	\$0.00
23		Furnish and install ductile iron compact fittings with reaction blocking or thrust restraints, complete	1.5	TN	\$ 18,200.00	\$27,300.00	1.4	\$25,480.00		\$0.00	1.4	\$0.00	93%	\$1,820.00	\$1,274.00
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00		\$0.00		\$0.00	0	\$0.00	0%	\$4,805.00	\$0.00
<b>RESTORATION</b>															
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00	11000	\$31,350.00		\$0.00	11000	\$0.00	100%	\$0.00	\$1,567.50
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00		\$0.00		\$0.00	0	\$0.00	0%	\$18,810.00	\$0.00
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00		\$0.00		\$0.00	0	\$0.00	0%	\$136,344.00	\$0.00
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00	800	\$18,240.00		\$0.00	800	\$0.00	67%	\$9,120.00	\$912.00
29		Asphalt Road Patch, complete	1,850	SY	\$ 25.30	\$46,805.00	1850	\$46,805.00		\$0.00	1850	\$0.00	100%	\$0.00	\$2,340.25
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00		\$0.00		\$0.00	0	\$0.00	0%	\$5,985.00	\$0.00
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	0%	\$10,000.00	\$0.00
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00		\$0.00		\$0.00	0	\$0.00	0%	\$400,000.00	\$0.00
<b>Change Orders</b>															
CO#1 -1		Removal of all septic tank abandonements. This affects Bid Item No. 11	1.00	LS	-\$152,070.00	-\$152,070.00		\$0.00		\$0.00	0	\$0.00	0%	-\$152,070.00	\$0.00
CO#1 -2		Removal of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	1.00	LS	-\$342,435.00	-\$342,435.00		\$0.00		\$0.00	0	\$0.00	0%	-\$342,435.00	\$0.00
CO#1 -3		Removal of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	1.00	LS	-\$191,260.00	-\$191,260.00		\$0.00		\$0.00	0	\$0.00	0%	-\$191,260.00	\$0.00
CO#1 -4		Removal of all well disconnections. This affects Bid Item No. 22.	1.00	LS	-\$19,240.00	-\$19,240.00		\$0.00		\$0.00	0	\$0.00	0%	-\$19,240.00	\$0.00
CO#1 -5		Reduction of Bid Items No. 1 though 6 as a result of work being removed in items 1 through 5 above.	1.00	LS	-\$7,120.05	-\$7,120.05		\$0.00		\$0.00	0	\$0.00	0%	-\$7,120.05	\$0.00
Allowance Authorization #1		Swale Culvert Construction	1.00	LS	\$59,819.00	\$59,819.00	1	\$59,819.00		\$0.00	1	\$0.00	100%	\$0.00	\$2,990.95
Allowance Authorization #1		Relocating Vacuum Main	1.00	LS	\$23,781.55	\$23,781.55	1	\$23,781.55		\$0.00	1	\$0.00	100%	\$0.00	\$1,189.08
CO#2 -1		Addition of Bid Items No. 1 though 6 as a result of work being added in items 2 through 5 below.	1.00	LS	\$7,120.05	\$7,120.05		\$0.00		\$0.00					
CO#2 -2		Addition of all septic tank abandonements. This affects Bid Item No. 11	111.00	EA	\$1,370.00	\$152,070.00		\$0.00		\$0.00					
CO#2 -3		Addition of all sanitary sewer connections form R/W to customer tie-in. This affects Bid Item No.13.	111.00	EA	\$3,702.00	\$410,922.00		\$0.00		\$0.00					
CO#2 -4		Addition of all water service connections form R/W to customer tie-in. This affects Bid Item No. 21	131.00	EA	\$1,752.60	\$229,590.60		\$0.00		\$0.00					
CO#2 -5		Addition of all well disconnections. This affects Bid Item No. 22.	104.00	EA	\$185.00	\$19,240.00		\$0.00		\$0.00					
<b>TOTAL</b>						<b>\$5,333,418.15</b>	<b>\$2,421,673.95</b>	<b>\$55,773.00</b>	<b>\$112,500.00</b>	<b>\$2,589,946.95</b>			<b>\$1,924,528.55</b>	<b>\$129,497.35</b>	
<b>BID ALTERNATE ITEMS</b>															
1A		Furnish and install 2-inch HDPE water main via directional drill, inclusive of all fittings, transition pieces, appurtenances, set up, mobilization, and demobilization	3,460	LF	\$ 17.20	\$59,512.00		\$0.00		\$0.00	0	\$0.00	0%	\$59,512.00	\$0.00
2A-a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,120.00	\$4,480.00	4	\$4,480.00		\$0.00	4	\$0.00	100%	\$0.00	\$224.00
2A-b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,915.00	\$7,660.00	4	\$7,660.00		\$0.00	4	\$0.00	100%	\$0.00	\$383.00
2A-c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,710.00	\$41,040.00	24	\$41,040.00		\$0.00	24	\$0.00	100%	\$0.00	\$2,052.00
2A-d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,845.00	\$68,280.00	24	\$68,280.00		\$0.00	24	\$0.00	100%	\$0.00	\$3,414.00
3A		Deductive Alternate for providing an Alternate Generator System/ Manufacturer meeting the requirements of specifications Section 16204T.	1	LS	\$ -	\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00	\$0.00





## Monthly Project Status Update – May 2023

Project Name: Pine Ridge Park Utility Improvements  
Project No.: 235-006.03  
Client: Okeechobee Utility Authority  
Client's Project Manager: John Hayford, P.E.  
Engineer's Project Manager: Douglas Hammann, P.E.  
Contractor: Hinterland Group, Inc.  
Contractor's Project Manager: Chase Rogers

### **Work completed this month:**

- Contractor shop drawing review.
- Contractor continues their MOT setup.
- Contractor provided partial as-built records to Engineer of Record.
- Contractor installed 400 LF of 8" PVC vacuum main.
- Contractor installed four (4) single water service with angle stop and meter box adjacent to main.
- Contractor installed four (4) single water service with angle stop and meter box opposite to main.
- Contractor installed twenty-four (24) double water service with two (2) angle stops and meter boxes adjacent to main.
- Contractor installed twenty-four (24) double water service with two (2) angle stops and meter boxes opposite to main.
- Contractor completed restoration of asphalt road patch throughout the project.
- Contractor began gravel driveway restoration throughout the project.
- CHA Consulting Inc. submitted correspondence to the Contractor for defective work for the Vacuum Pump Station. Coordination continued between Engineer of Record and Contractor during this monthly report.

### **Project Schedule Status:**

Notice to Proceed (NTP)	June 21, 2022
Contract Date of Substantial Completion (425 days)	August 19, 2023
Contract Date of Final Completion (455 days)	September 18, 2023
Days Since NTP	398
Days Remaining until Substantial Completion	26
Percent of Days Remaining	6%

**Project Financial Status:**

Contractor's Payment Applications

<b>Pay App. No.</b>	<b>Payment Amount</b>	<b>Contract Amount</b>	<b>Remaining</b>	<b>Percent Complete</b>
9	\$169,560.18	\$4,430,874.95 <sup>1</sup>	\$2,029,482.70	54%

V:\Projects\CSFL122\Y\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Monthly Reports EEI\_CHA\2023\5- May\Pine Ridge Park Monthly Report - May 2023.docx

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<sup>1</sup> Per Change Order No. 1



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 11

AUGUST 15, 2023

**CONSENT AGENDA**

**INVOICES FROM FLORIDA DESIGN DRILLING CORPORATION – INJECTION  
WELL INTEGRITY TESTING**

Please find attached invoice in the amount of \$69,850.00 submitted by Florida Design Drilling Corporation. Staff is aware of the work currently being done by Florida Design Drilling Corporation and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$69,850.00
Aug-23	1		\$69,850.00		\$0.00

**Staff recommends approval of this invoice in the amount of \$69,850.00 to Florida Design Drilling Corporation.**



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

July 26, 2023

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

**RE: Okeechobee Utility Authority Injection Well Mechanical Integrity Testing  
Contractor Pay Request No. 1**

Dear Mr. Hayford:

Attached for your review and processing is Florida Design Drilling Corporation Payment Application No. 1 for the mechanical integrity testing of the deep injection well at the Okeechobee Utility Authority Cemetery Road Wastewater Treatment Plant. I have checked and verified the quantities and costs reported for the pay request and recommend payment of the \$69,850.00 requested.

Should you have any questions regarding this matter, 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 typed name.

David McNabb, P.G.



**Florida Design Drilling Corporation**  
 West Palm Beach, FL 33411

# Invoice

Date	Invoice #
7/25/2023	#001

Bill To

---

Okeechobee Utility Authority  
 100 SW 5th Ave  
 Okeechobee, FL 34974  
 Job: 23155 OUA Cemetary Road IW1 MIT

P.O. No.
0000011510

Description	Rate	Amount
<ul style="list-style-type: none"> <li>• Mobilization/Demobilization, Site Preparation, Cleanup</li> <li>• Perform Pressure Test with packer</li> <li>• Perform Temperature Log</li> <li>• Perform Video Survey</li> <li>• Perform RTS log</li> </ul>	\$20,000.00 \$21,350.00 \$6,000 \$7,500.00 \$15,000.00	\$20,000.00 \$21,350.00 \$6,000.00 \$7,500.00 \$15,000.00
It's been a pleasure working with you!	<b>Total</b>	<b>\$69,850.00</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 12

AUGUST 15, 2023

**CONSENT AGENDA**

**INVOICE FROM MCNABB HYDROGEOLOGIC CONSULTING, INC.**

Please find attached the invoice in the amount of \$11,200.00 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		\$11,200.00		\$4,150.00

**Staff recommends approval of this invoice in the amount of \$11,200.00 to by McNabb Hydrogeologic Consulting, Inc.**



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

August 1, 2023

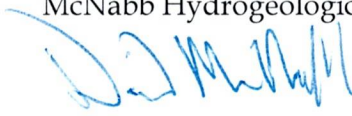
Ms. Paige Van Hassel  
Okeechobee Utility Authority  
Accounts Payable  
100 S.W. 5<sup>th</sup> Avenue  
Okeechobee, FL 34974-4221

**RE: IW-1 Mechanical Integrity Testing Professional Services Payment Application #2**

Enclosed for your review and processing is McNabb Hydrogeologic Consulting, Inc., Payment Application No. 2 in the amount of \$11,200.00 for services related to the Mechanical Integrity Testing (MIT) of deep injection well IW-1 at Okeechobee Utility Authority Cemetery Road Wastewater Treatment Plant. Services provided during the payment application period includes field services and report preparation. 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.



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 #2

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

**Date:** August 1, 2023

**Purchase Order No.:** 00000011378

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

<b>Task</b>	<b>Contract Amount</b>	<b>% Complete</b>	<b>Amount to Date</b>	<b>Previously Billed</b>	<b>This Invoice</b>
<b>1- MIT Plan Preparation</b>	<b>\$4,000</b>	<b>100%</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>	<b>\$0.00</b>
<b>2 – Technical Specifications Preparation and Contract Documents</b>	<b>\$5,300</b>	<b>100%</b>	<b>\$5,300.00</b>	<b>\$2,650.00</b>	<b>\$2,650.00</b>
<b>3 – Field Services</b>	<b>\$4,400</b>	<b>100%</b>	<b>\$4,400.00</b>	<b>\$0.00</b>	<b>\$4,400.00</b>
<b>4 – MIT Report</b>	<b>\$8,300</b>	<b>50%</b>	<b>\$4,150.00</b>	<b>\$0.00</b>	<b>\$4,150.00</b>
<b>Sub-Total</b>	<b>\$22,000</b>	<b>81%</b>	<b>\$17,850.00</b>	<b>\$6,650.00</b>	<b>\$11,200.00</b>

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

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 13

AUGUST 15, 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 \$36,215.50 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		\$36,215.50		\$3,144,169.50

**Staff recommends approval of this invoice in the amount of \$36,215.50 to Kimley Horn and Associates, Inc.**

<p><b>Please remit payment electronically to:</b></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><b>If paying by check, please remit to:</b></p> <p>KIMLEY-HORN AND ASSOCIATES, INC.          P.O. BOX 932520          ATLANTA, GA 31193-2520</p>
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OKEECHOBEE UTILITY AUTHORITY  
 ATTN: JOHN HAYFORD  
 OUA  
 100 SW 5TH AVE  
 OKEECHOBEE, FL 34974

Invoice No: 25333347  
 Invoice Date: Jun 30, 2023  
 Invoice Amount: \$36,215.50  
 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 Jun 30, 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	60.00%	4,970.40	4,970.40	0.00
Task 2 - Data Collection	13,891.00	25.00%	3,472.75	2,778.20	694.55
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	30.00%	27,611.10	18,407.40	9,203.70
<b>Task 5 - Pre-Design Services</b>					
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	0.00	26,317.25
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
<b>Subtotal</b>	<b>3,180,385.00</b>	<b>4.81%</b>	<b>152,966.25</b>	<b>116,750.75</b>	<b>36,215.50</b>
<b>Total LUMP SUM</b>					<b>36,215.50</b>

**Total Invoice: \$36,215.50**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 14

AUGUST 15, 2023

**CONSENT AGENDA**

**INVOICES FROM GO UNDERGROUND UTILITIES, LLC - SWTP PIPE  
REPLACEMENT**

Please find attached the Go Underground Utilities, LLC invoice for the Spool Piece Pipe Replacement at the SWTP along with pictures after replacement. The 18-inch Raw Water Pipe that feeds Train # 1 at the headworks has been replaced and complete.

**Staff recommends approval of this invoice in the amount of \$16,300.00 to Go Underground Utilities LLC.**

GO Underground Utilities, LLC

1755 CR 621 E  
Lake Placid, FL 33852

Invoice

Date	Invoice #
8/3/2023	7250

Bill To


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

P.O. No.	Terms
0000011492	Due on receipt

0000011492

Due on receipt

Item	Quantity	Description	Rate	Amount
Site Work	1	Remove and Replace 18"x35" Spool pipe with 3 Gaskets and bolt. Including crane, labor and Equipment	16,300.00	16,300.00



Total \$16,300.00

Phone # 863 699-6699

Fax # 863 699-9966

Naudia.gounderground@gmail.com









**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 15

AUGUST 15, 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 8/1/2023  
Invoice No. 23011

**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	August 2023

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

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

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 16

AUGUST 15, 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 #
7/31/2023	202308014

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

DESCRIPTION	AMOUNT
Support for the month of July 2023	250.00
<b>Total</b>	<b>\$250.00</b>



# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

AUGUST 15, 2023

## FINANCE REPORT

At the end of July 2023, operating revenue were \$10,534,948 compare to YTD budget of \$10,013,541 which resulted in the achievement of 104.9% of YTD budget or an overage of \$521,407. In addition to the favorable difference being reported this financial year, the cumulative revenue of \$10,534,948, is significantly above prior YTD revenue for the same period of \$9,763,216 by 7.9%.

Factors' contributing to the cumulative achievement in revenue includes:

- Favorable variance in YTD Water Utility Revenue of \$191,943.
- Favorable variance in YTD Wastewater Utility Revenue of \$164,641.
- Favorable infill variance in YTD infill Revenue of \$81,761.

YTD operating expenditures were \$6,045,027 which is \$1,286,394 below budget, yielding a positive variance of 17.5%. A detail review of all line items confirms the general trend that expenses are approximately 85% of budget.

Cumulative net operating revenue, which provides a dollar value indicator of actual operating result (regular revenue vs. expenses) compare against budget, report a surplus \$1,807,801 over YTD budget. Please note, this figure is an indicator of OUA's effective management of its daily operation and not to be equated with net cash flow.

YTD restricted revenue of \$447,792 is 264.4% above YTD budget of \$122,890 due to:

1. Cumulatively as at June 2023, OUA has added 81 new water connection accounts and 36 wastewater connection accounts compare with YTD budget of 20 new water connections and 10 new wastewater connections.
2. YTD interest income are \$235,564 compare to a budgeted of \$27,027.

### Preliminary Budget Update

Following staff presentation of various budgetary considerations at the last board meeting, the Board has decided to defer all staff related adjustments until after receipt of Salary and Compensation Survey which is presently undertaken by Evergreen Solution LLC.

In light of the above decision, we ask that Board Members provide feedback to the present preliminary budget to allow for its finalization.

# **Okeechobee Utility Authority**

## **Finance Report**

### **Fiscal Year 2023**

**As of                      The Period Ending                      July 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 FY22	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														
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
<b>OPERATING REVENUE:</b>				
Water	\$ 6,162,565	\$ 5,970,622	\$ 191,943	3.2%
Sewer	\$ 3,828,494	3,663,853	164,641	4.5%
Other Operating Revenue (see detail on page 16)	\$ 543,890	379,067	164,823	43.5%
Total Operating Revenue Received	<u>\$ 10,534,948</u>	<u>\$ 10,013,541</u>	<u>\$ 521,408</u>	<u>5.2%</u>
<b>OPERATING EXPENSES:</b>				
Water	\$ 1,436,595	\$ 1,751,256	\$ 314,661	18.0%
Wastewater	\$ 857,815	1,126,471	268,656	23.8%
Meter Readers	\$ 210,035	246,616	36,581	14.8%
Maintenance	\$ 1,834,241	2,117,768	283,527	13.4%
Administration Operating	\$ 973,740	1,189,610	215,870	18.1%
General & Admin.	\$ 732,601	899,700	167,099	18.6%
Contingency Expense	\$ -	-	-	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 6,045,027</u>	<u>\$ 7,331,421</u>	<u>\$ 1,286,394</u>	<u>17.5%</u>
<b>Net Operating Income</b>	<u>\$ 4,489,921</u>	<u>\$ 2,682,120</u>	<u>\$ 1,807,801</u>	<u>67.4%</u>

**RESTRICTED REVENUE FUNDS**

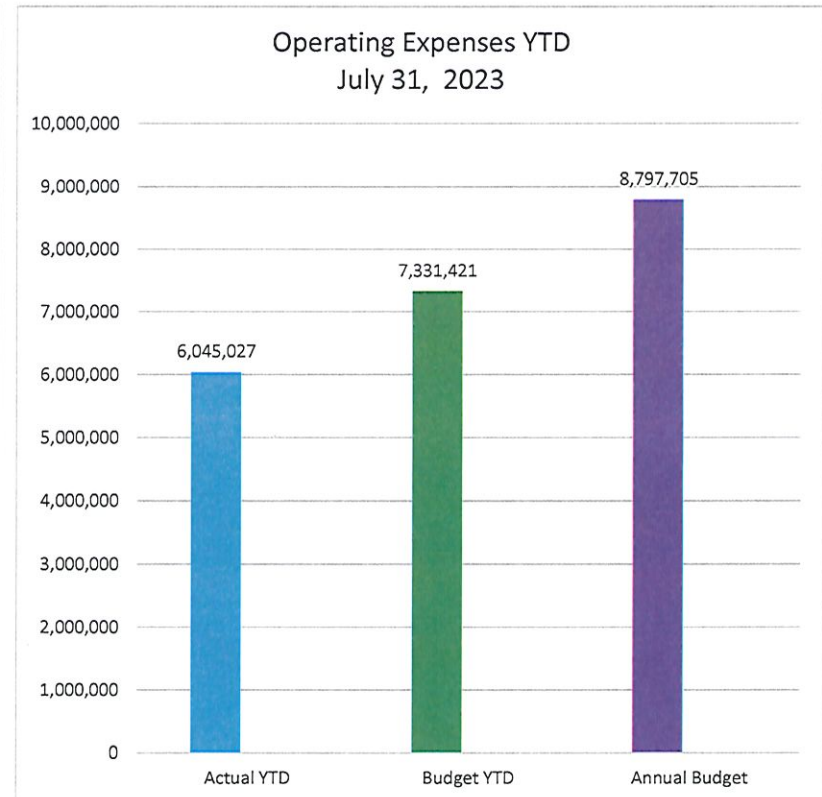
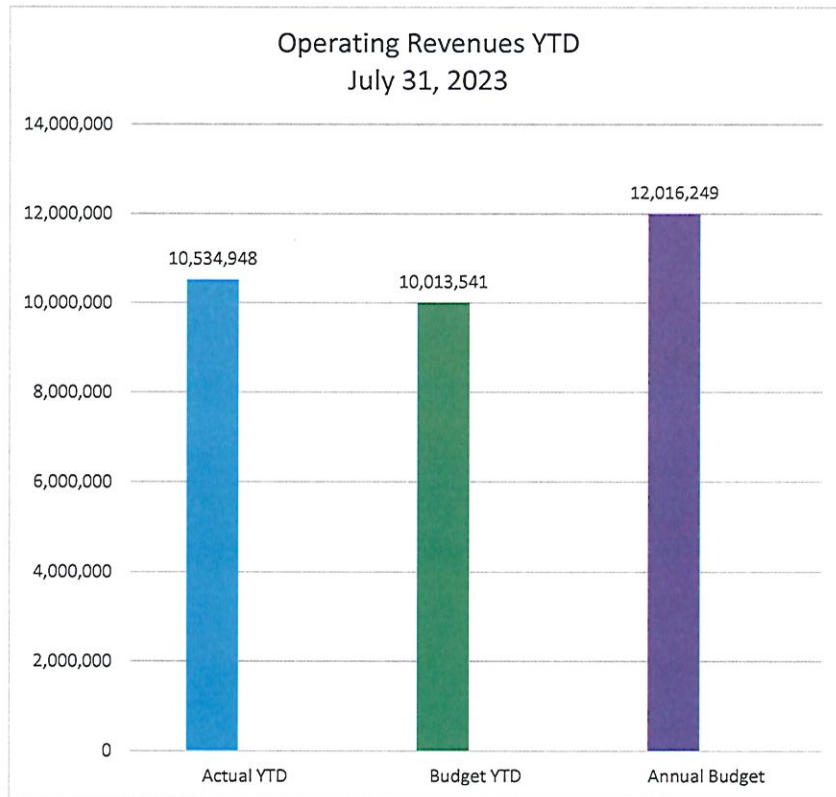
<b>RESTRICTED REVENUE FUNDS RECEIVED:</b>				
Fire Hydrant Fund Fee	\$ 79,239	\$ 78,504	\$ 735	0.9%
Water CC Fees (infill)	\$ 59,648	8,979	50,668	564.3%
WW CC Fees (infill)	\$ 73,342	8,380	64,962	775.2%
Operating Account Interest	\$ 170,578	13,479	157,098	0.0%
Payroll Account Interest	\$ 2,778	435	2,343	0.0%
Restricted Interest Income	\$ 62,208	13,113	49,096	374.4%
<b>TOTAL RESTRICTED REVENUE (1) (2)</b>	<u>\$ 447,792</u>	<u>\$ 122,890</u>	<u>\$ 324,902</u>	<u>264.4%</u>

<b>NON-OPERATING EXPENSES:</b>				
Debt service interest expense	\$267,228	\$265,628	(1,600)	-0.6%
Non-cash depreciation & amortization	\$2,311,380	\$2,260,500	(50,880)	-2.3%
<b>NET REVENUE BEFORE ITEMS BELOW</b>	<u>\$ 2,359,106</u>	<u>\$ 278,883</u>	<u>\$ 2,185,184</u>	<u>783.6%</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:	\$5,999,703	\$11,548,847	





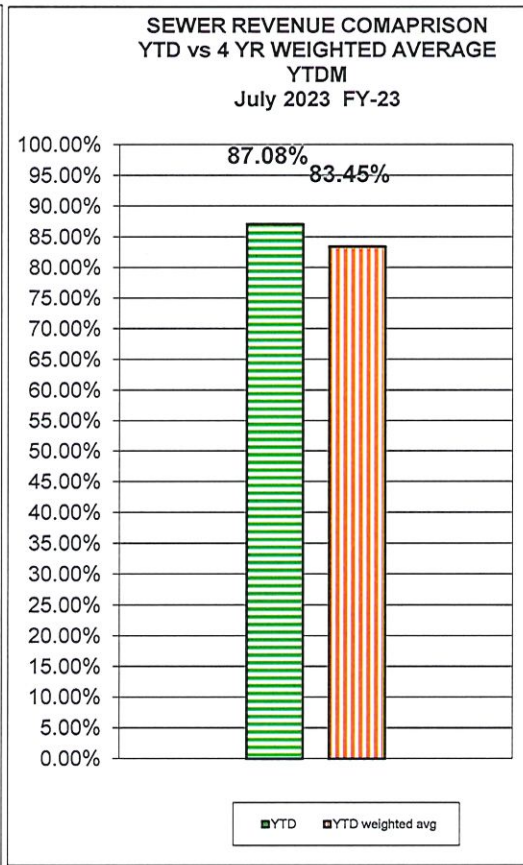
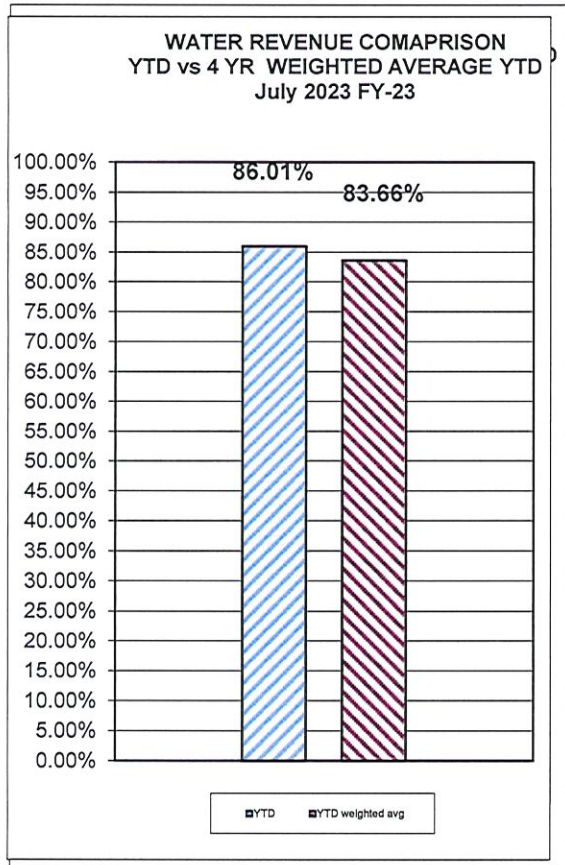
**Current FY-23 Water and Sewer Utility Revenue**  
**Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)**

<b>WATER UTILITY REVENUE:</b>				<b>Monthly \$ Difference From 4 Year Weighted Average of</b>	<b>% Current YTD Budget</b>	<b>4 Yr Weighted Average %</b>
<b>Period</b>	<b>YTD</b>		<b>\$ 6,665,699</b>	<b>Water Revenue</b>		
				<b>\$7,164,746</b>		
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	\$ 109,428	86.01%	83.66%	
Aug.	\$ -	-	\$ -	0.00%	0.00%	
Sep.	\$ -	-	\$ -	0.00%	8.03%	

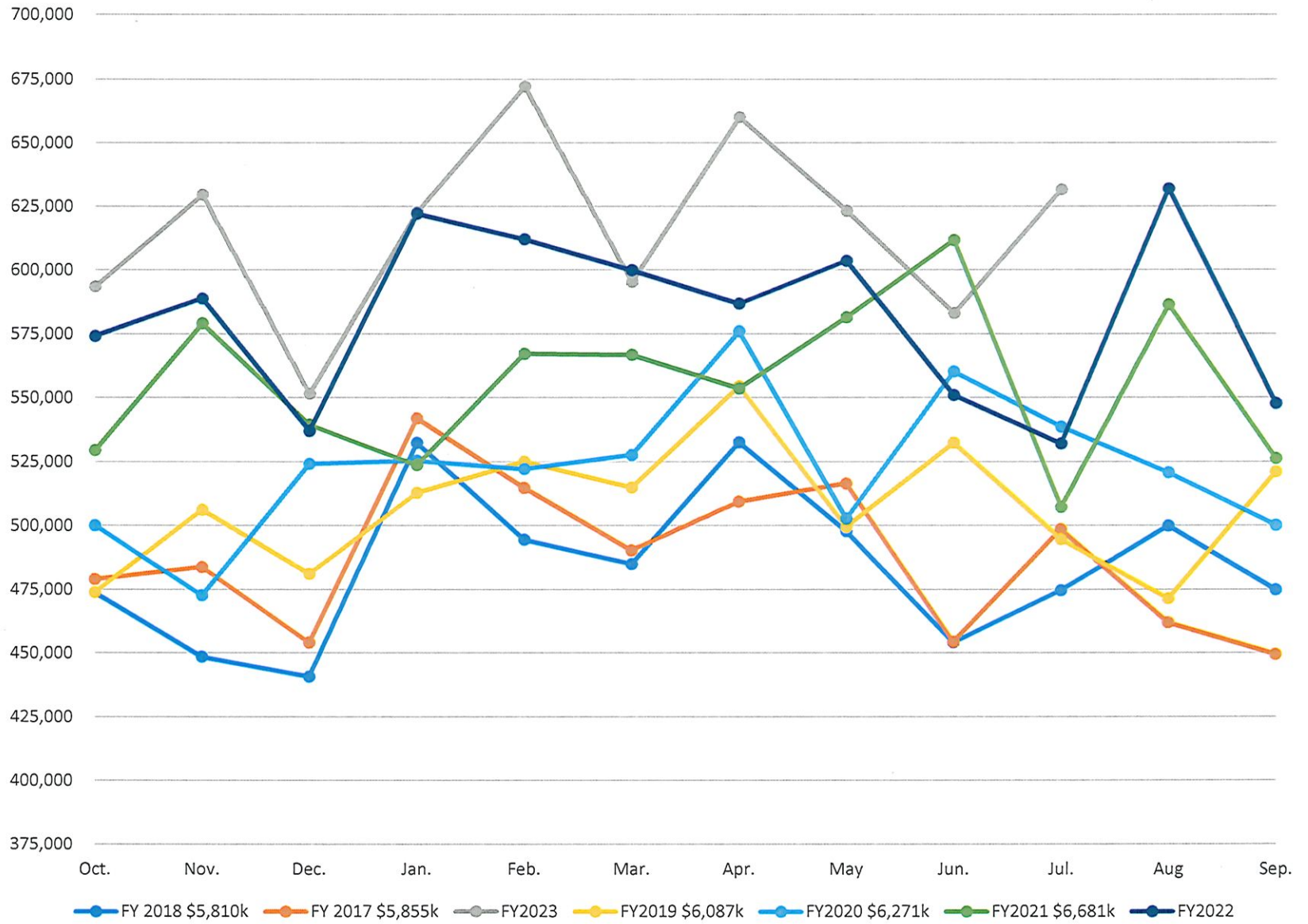
  

<b>SEWER UTILITY REVENUE:</b>				<b>Monthly \$ Difference From 4 Year Weighted Average of</b>	<b>% Current YTD To Budgeted Sewer Revenue</b>	
			<b>\$ 4,084,988</b>		<b>\$4,396,623</b>	
Oct.	\$ 365,608	\$ 365,608	\$ 34,478	8.32%	8.10%	
Nov.	\$ 398,359	\$ 763,967	\$ 54,353	17.38%	16.52%	
Dec.	\$ 348,896	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.	\$ -	-	\$ -			
Sep.	\$ -	-	\$ -			

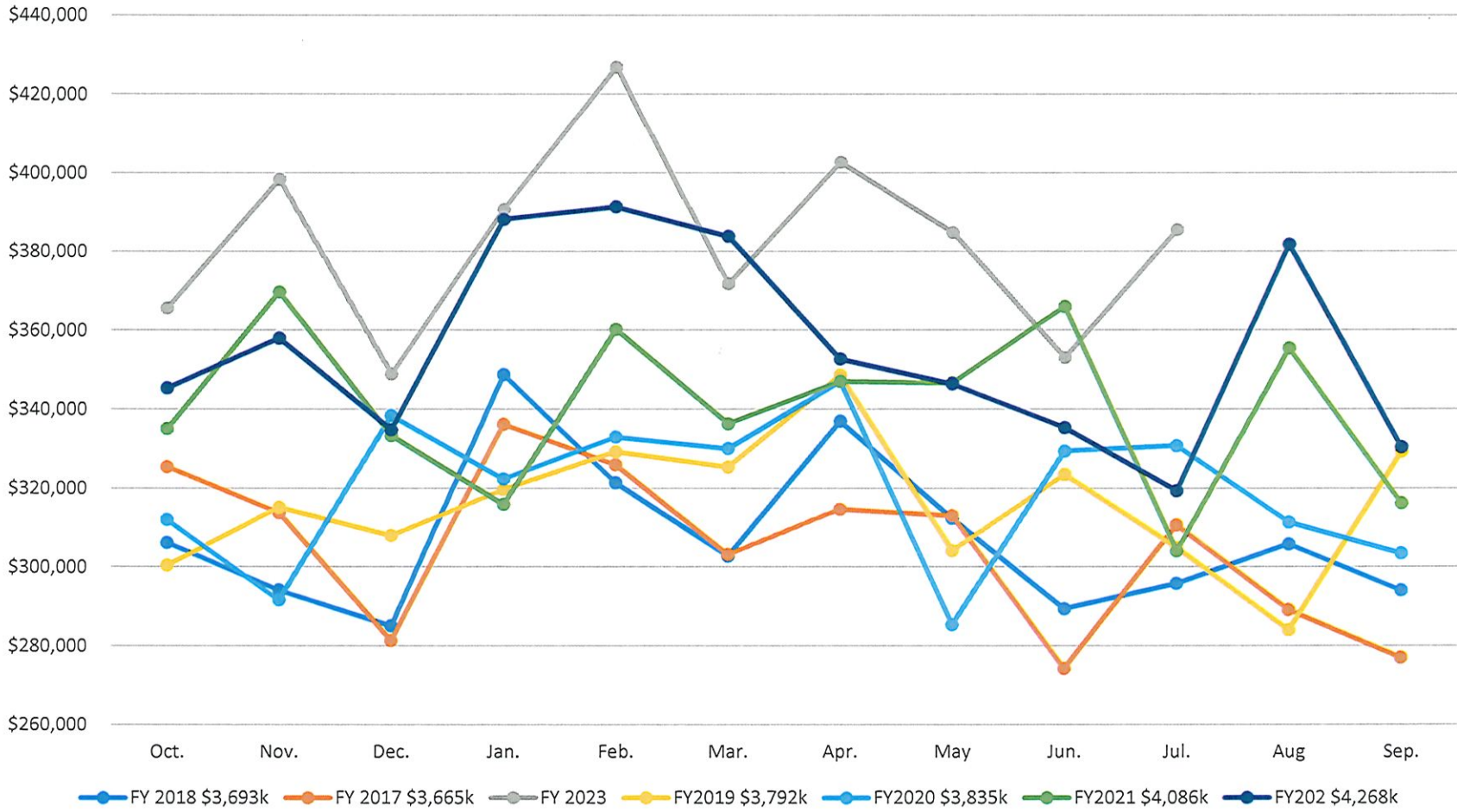
## WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



### 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 \$)**

OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
			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.	\$ -	\$ -	\$ -	0.00%	0.00%
Sep.	\$ -	\$ -	\$ -	0.00%	0.00%
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	
			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	\$ 6,831	85.06%	81.72%
Aug.	\$ -	\$ -	\$ -	0.00%	0.00%
Sep.	\$ -	\$ -	\$ -	0.00%	8.22%



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

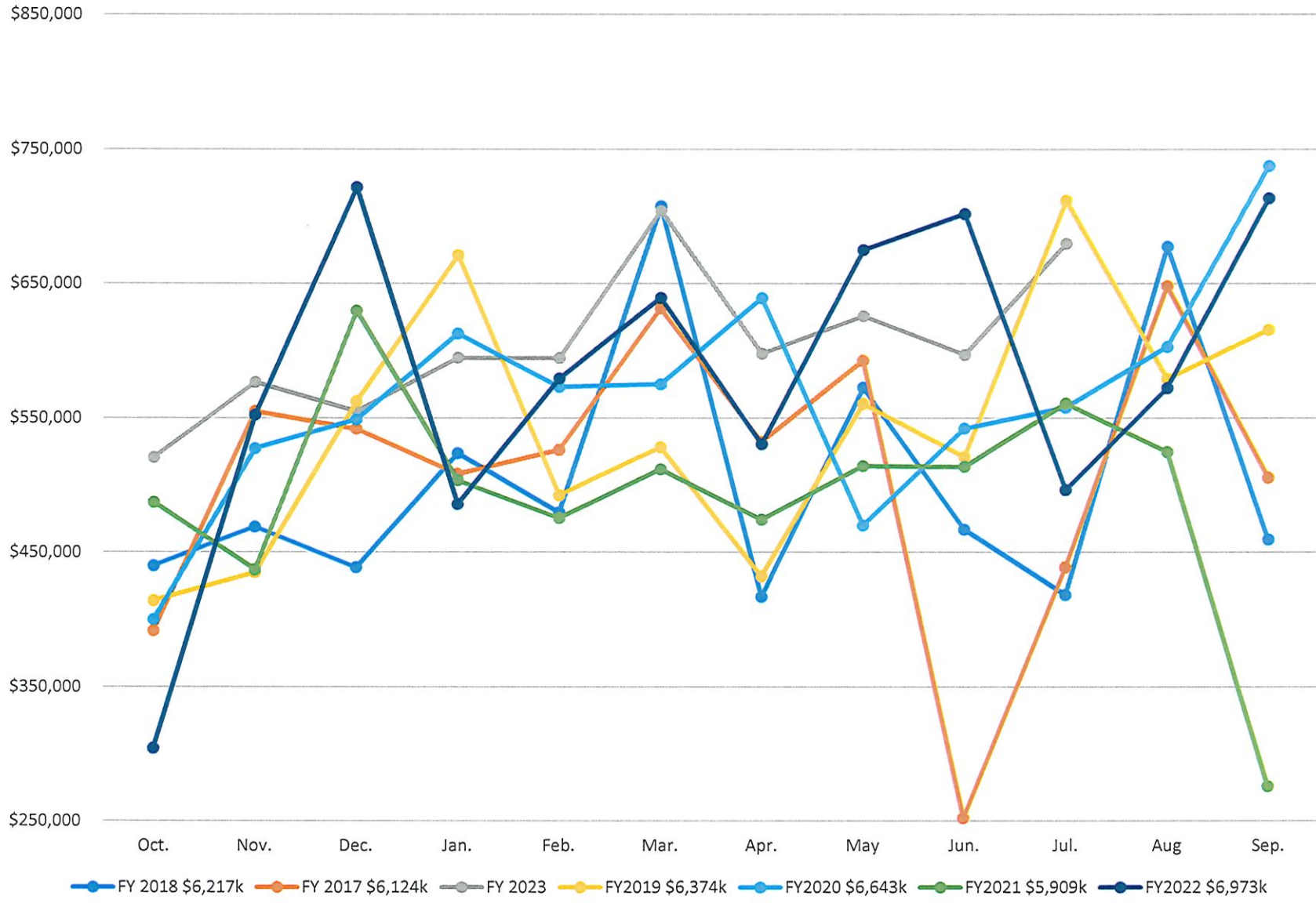
July 2023 FY-23



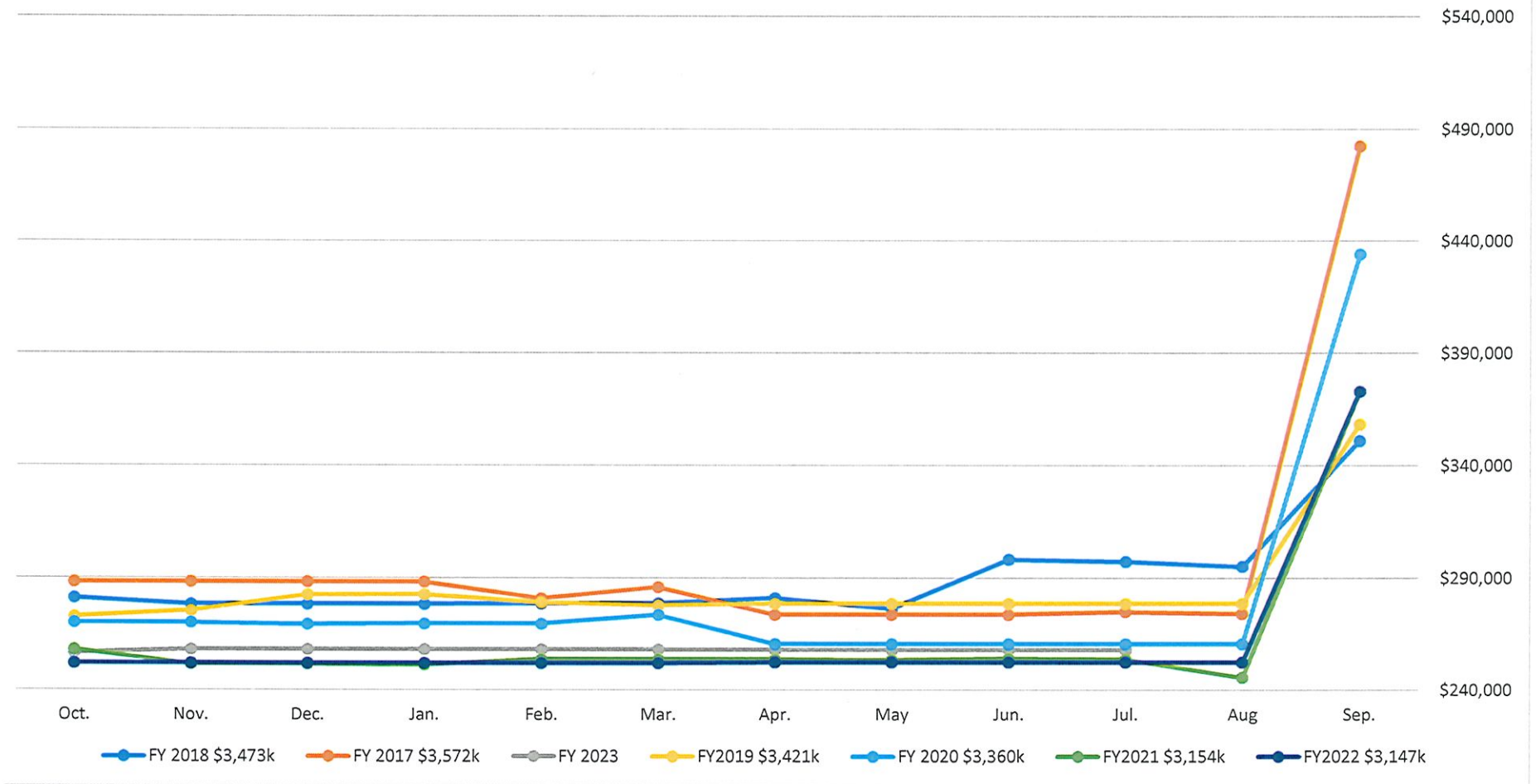
**OPERATING EXPENSES COMAPRISON  
YTD vs 4 YR WEIGHTED AVERAGE YTD  
July 2023 FY-23**



### Actual Operating Expense Comparison



### Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	<b>Okeechobee Utility Authority</b>	<b>Audit</b>		<b>Audit</b>	<b>OUA prepared</b>
90	<b>Statement of Cash Flows</b>				
91	<b>Basis of Accounting</b>	<b>Accrual Basis for Revenues</b>		<b>Accrual Basis for Revenues</b>	<b>Accrual Basis for Revenues</b>
92		<b>Accrual Basis for Expenses</b>		<b>Accrual Basis for Expenses</b>	<b>Cash Basis for Expenses</b>
93					
94		<b>Sept 30, 2021</b>		<b>Sept 30, 2022</b>	<b>July 31, 2023</b>
95		<b>12 Months</b>		<b>12 Months</b>	<b>10 Month</b>
96					
97	<b>Cash Flows from Operations</b>				
98	Operating Income	2,594,121		1,758,388	2,162,437
99	Depreciation & Amortization	2,630,852		2,688,584	2,311,380
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable			(394,264)	(873,095)
101	Increase (decrease) in cash from changes in accounts payable			127,686	(131,451)
102	Increase (decrease) in cash from changes in other assets	543,692		305,029	744,537
103	Increase (decrease) in cash from changes in other liabilities	-		(857,112)	(60,220)
104	<b>Cash provided (used) by operations</b>	<b>5,768,665</b>		<b>3,628,311</b>	<b>4,153,588</b>
105					
106	<b>Cash Flows from Nonoperating Revenues/Expenses</b>				
107	Fire Hydrant fees	85,215		85,215	79,239
108	Capital connection fees	230,218		122,322	132,990
109	Interest revenue	47,914		29,488	235,563
110	Debt issuance costs	-		0	0
111	Interest expense	(523,113)		(472,215)	(267,228)
112	<b>Cash provided (used) by nonoperating activities</b>	<b>(159,766)</b>		<b>(235,190)</b>	<b>180,564</b>
113					
114	<b>Cash Flows from Capital and Financing Activities</b>				
115	Purchase of equipment, computer hardware, & technology equipment	(331,835)		12,496	583,896
116	Construction in progress	(2,887,078)		(2,487,259)	(5,999,703)
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	<b>Cash provided (used) by capital / financing activities</b>	<b>(2,314,377)</b>		<b>(2,096,565)</b>	<b>(1,678,489)</b>
124					
125	<b>Net increase (decrease) in cash and investments</b>	<b>3,294,522</b>		<b>1,296,556</b>	<b>2,655,663</b>
126	<b>This unaudited cash flow statement is subject to adjustments.</b>				
127	<b>The unaudited balance sheet on pages 13 &amp; 14 is subject to adjustments.</b>				

**OKEECHOBEE UTILITY AUTHORITY**  
**Statement of Net Assets**  
**July 31, 2023**

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	2,944,258.18
Unrestricted assets:			
Investments			0.00
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			7,075,853.02
Investments			2,000,000.00
Interest receivable			9,875.69
Receivables:			
Accounts receivable			3,802,366.41
less allowance for uncollectible accounts			-116,840.66
Inventories			643,459.02
Prepaid Expenses			183,709.76
<b>Total current assets</b>			<b>16,542,681.42</b>

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			-53,682,949.88
			57,324,313.74
Construction in progress			11,294,353.69
<b>Total capital assets</b>			<b>68,618,667.43</b>

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			353,017.34
<b>Total Deferred charges:</b>			<b>2,146,836.34</b>

Total noncurrent assets

69,889,744.77

TOTAL ASSETS

\$ 86,432,426.19

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	541,179.41
Accrued expenses		-1,157.33
Due to other governments		62,718.23
Bonds payable (current)		1,063,534.27
Accrued compensated absences & bonus (current)		319,981.69

Payable from restricted assets

Accrued interest		106,275.23
Customer Deposits		699,510.91

Total current liabilities		<u>2,792,042.41</u>
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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
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Total noncurrent liabilities		<u>16,031,846.01</u>
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TOTAL LIABILITIES

	<u>18,823,888.42</u>
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NET POSITION

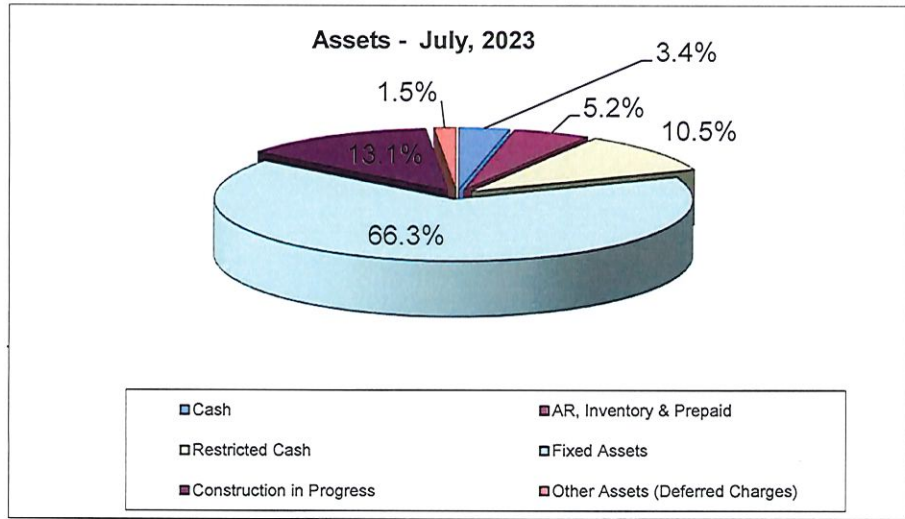
Invested in capital assets, net of related debt		44,731,657.00
Restricted for capital projects		2,361,411.00
Restricted for debt service		481,018.00
Restricted for Rate Stabilization		1,339,359.00
Restricted for Pension Benefits		1,904,107.00
Unrestricted		9,672,958.46
YTD Surplus of Revenue over Expenses		7,118,027.31

Total net position		<u>67,608,537.77</u>
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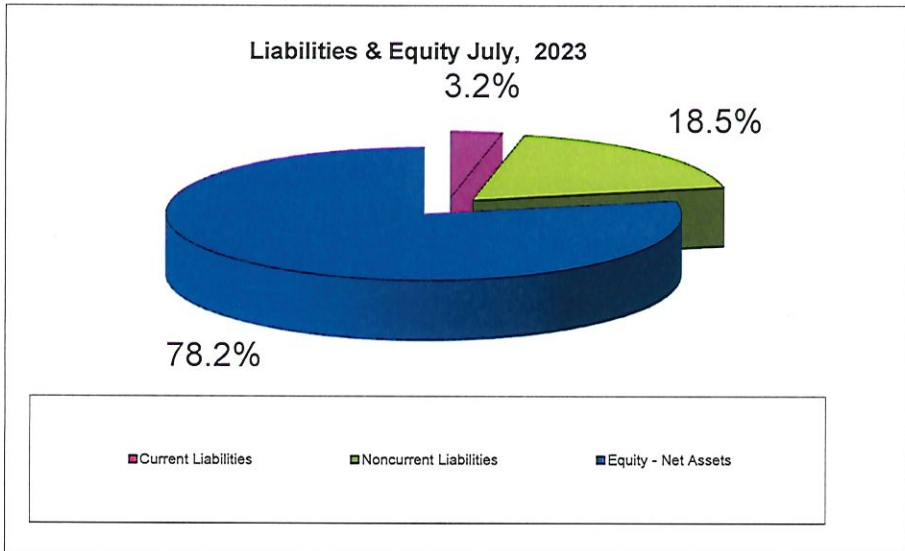
TOTAL LIABILITIES AND NET POSITION

	\$	<u>86,432,426.19</u>
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Cash	2,944,258	3.4%
AR, Inventory & Prepaid	4,512,695	5.2%
Restricted Cash	9,085,729	10.5%
Fixed Assets	57,324,314	66.3%
Construction in Progress	11,294,354	13.1%
Other Assets (Deferred Charges)	1,271,077	1.5%
<b>Total Assets</b>	<u>86,432,426</u>	



Current Liabilities	2,792,042	3.2%
Noncurrent Liabilities	16,031,846	18.5%
Equity - Net Assets	67,608,538	78.2%
<b>Total Liab &amp; Equity</b>	<u>86,432,426</u>	

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	\$ 31,249	\$ 5,542	\$ 25,707
Private Fire Protection	\$ 77,169	74,726	2,444
Turn on/off Fees	\$ 42,720	49,650	(6,930)
Other Revenue-Water A	\$ 12,364	12,440	(76)
Install Fees-Sewer	\$ 61,604	5,550	56,054
Kings Bay Sewer Maint. Fees	\$ 16,481	16,876	(395)
Other Revenue-Sewer B	\$ 2,485	1,723	762
Penalties & Late Charges	\$ 98,606	103,849	(5,243)
Gain/Loss Sale of Assets C	16,105	0	16,105
Ag Land Lease	\$ 3,505	2,929	576
Merchant & Misc. Revenue D	\$ 181,602	105,782	75,820
Totals	<u>\$ 543,890</u>	<u>\$ 379,067</u>	<u>\$ 164,823</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. 18

AUGUST 15, 2023

**STAFFING COMPLIMENT**

Presently the OUA, has a staff compliment of 56 persons allocated across the various department as follow:

<u>Department</u>	<u>Present Staff</u>	<u>Unfilled Position</u>
Executive Team	3	1
Administration	10	0
Maintenance	20	1
SWTP/GWTP	10	0
WWTP	9	0
Meter	<u>4</u>	<u>0</u>
Total	<u>56</u>	<u>2</u>

Unfilled positions, as at time of report includes:

- Assistant Executive Director
- Lift Station Technician

With regards to the unfilled positions above, staff continue to place vacant advertisements in a number of traditional and non-traditional posting such as; company’s website, job search platforms (eg. Indeed), industry magazines etc.

Amongst the newest members of staff to join the OUA, is a Human Resources Manager, Jerry Miller, who in addition to his professional qualification (MBA – Human Resources), possess approximately 18 years of experience in the field.

Attached is a copy of Jerry Miller’s resume for your information.

**The above is provided for information purposes only, No Board action is needed.**

# Jerry Miller

## **HR Professional**

Melbourne, FL 32905

[jerrymiller7\\_gp4@indeedemail.com](mailto:jerrymiller7_gp4@indeedemail.com)

+1 321 507 8509

Dynamic professional with extensive experience in Human Resources, payroll, AP/AR, reconciliation, budgeting, staffing needs, employee engagement and development. Excellent communication skills, including conflict resolution, and team building. Experienced working for various industries. United States Air Force veteran.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

## Work Experience

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### **Human Resources Manager**

AstenJohnson - Williston, VT

April 2022 to March 2023

- Oversee Human Resources activities including benefits, payroll, employee relations, recruitment, orientation, employee relations, development, and succession planning.
- Serve as backup for AP/AR and Customer Service/Sales
- Responsible for monthly reconciliation of Human Resource corporate credit card and invoices.
- Oversee bi-weekly payroll including benefit deductions, wage garnishments, tax payments and reporting for site using JD Edwards Enterprise and Kronos.
- Advise site leadership, Office Business Team on compliance to policies & procedures.
- Advise & assist other departmental managers on interpretation & administration of personnel policies & programs.
- Responsible for coordination of training activities, including maintaining training records for associates.
- Ensure compliance with legislation & regulatory statutes including employment and labor laws.
- Administration of Unemployment, STD/ LTD claims.
- Participate in investigations of on-the-job injury incidents; Participate in the case management of lost time injury incidents; ensuring any limited duties or reduced work activities for associates are available (if appropriate & applicable), and that applicable regulatory statute compliance is met.
- Responsible for ordering office/kitchen/refreshment and manufacturing supplies as needed.
- Serve as point person for IT issues; trouble-shoot basic issues & coordinate outside support for more complex needs.

### **Director of Human Resources**

PORT ST LUCIE HOSPITAL - Port Saint Lucie, FL

April 2020 to March 2022

- Sole HR person supporting 196 employees including nursing, business, admissions, doctors, and other employees in other departments.
- Lead the implementation of the performance management system that includes performance development plans (PDPs) and employee development programs.

- Established an in-house employee training system that addresses company training needs including training needs assessment, and new employee orientation.
- Partner with management to communicate Human Resources policies, procedures, programs and laws.
- Determine and recommend employee relations practices necessary to establish a positive employer-employee relationship and promote a high level of employee morale and motivation.
- Conducted investigations when employee complaints or concerns are brought forth.
- Monitored and advised managers and supervisors in the progressive discipline system of the company. Monitoring the implementation of a performance improvement process with non-performing employees.
- Manage employee communication and feedback through such avenues as company meetings, suggestion programs, employee satisfaction surveys, newsletters, employee focus groups, one-on-one meetings, and Intranet use.

### **Human Resources/Payroll Manager**

Pax Properties, LLC

June 2017 to March 2020

- Managed HR department overseeing 6 Florida hotels, 2 Apartment complex and Construction Company with over 200 employees on a 24/7 shift schedule.
- Experienced in leading significant organizational growth from a people perspective
- Reduced hourly turn over by 58% through quarterly employee surveys
- Executed company's first bi-annual employee evaluation program.
- Created and trained line level, mid and upper management on polices regarding Sexual Harassment, proper coaching techniques and write ups, Workplace Violence, and others.
- Implemented and annually updated the compensation program; created job descriptions as necessary; conducted annual salary survey; analyzed compensation; monitored the performance evaluation program.
- Developed full life cycle recruitment for all positions within the company; wrote and placed advertisements using traditional as well as non-traditional recruitment venues.

### **Director of Human Resources/Payroll/IT**

Peach Health Group - assisted living/nursing home - Tybee Island, GA

May 2016 to June 2017

- Managed HR department overseeing 3 Georgia locations with over 250 employees on a 24/7 shift schedule.
- Processed all AP/AR invoices for both external and internal clients/vendors using Point Click Care.
- Developed organization strategies by identifying and researching human resources issues; contributing information, analysis, and recommendations to organization.
- Increased the percentage of active open positions filled by 55% within the 1st year using a targeted baseline of 43%.
- Reviewed/submitted bi-monthly payroll register for managers review and processed payroll for 3 different locations for over 250 employees on a bi-monthly cycle.

### **HR Generalist**

H.I.S. Painting Inc

January 2012 to April 2016

- Sole HR representative for growing construction company with 46 full-time employees
- Worked with vendors regarding AP/AR including past due invoices, handled auditing, entering, and submitting for payment open invoices.

- Managed the recruiting function by communicating with applicants regarding open positions, conducts reference checks and prepares all new hire paperwork.
- Performed benefits administration to include claims resolution, change reporting, approving invoices for payment, and communicating benefit information to employees.
- Administered performance review program and salary administration to ensure effectiveness, compliance, and equity within organization.
- Responsible for payroll processing, HRIS data maintenance, and employee records maintenance
- Processed drug screen and background investigation checks and track subsequent results.

### **VP of Human Resources**

BlueWare, Inc - Melbourne, FL  
March 2009 to December 2012

- Managed local and regional HR office and established company's London, England office, regarding staffing and all operational procedures.
- Worked with vendors regarding AP/AR including past due invoices, handled auditing, entering, and submitting for payment open invoices.
- Managed the recruiting function by communicating with applicants
- Performed benefits administration to include claims resolution, change reporting, approving invoices for payment, and communicating benefit information to employees.
- Administered performance review program and salary administration to ensure effectiveness, compliance, and equity within organization.
- Responsible for payroll processing, HRIS data maintenance, and employee records maintenance
- Processed drug screen and background investigation checks and track subsequent results.
- Increased efficiency by designing and implementing formal performance review process and developing standardized social media policies for all employees
- Managed and negotiated relationships with benefit providers, vendors, and consultants for services, premiums and plan administration.
- Developed and implemented company's first HR operating policies and employee handbook.

### **Human Resources Manager**

Cornerstone Hospice  
January 2005 to February 2009

- Analyzed wage and salary reports and data to determine competitive compensation plan.
- Oversaw the analysis, maintenance, and communication of records required by law or local governing bodies, or other departments in the organization.
- Recruited, interviewed, tested, and selected employees to fill vacant positions.
- Coordinated management training in interviewing, hiring, terminations, promotions, performance review, safety, and sexual harassment.
- Administered benefits programs such as life, health, and dental insurance, pension plans, vacation, sick leave, leave of absence, and employee assistance.

## Education

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### **Master's in MBA - Human Resources Administration**

Saint Leo University  
January 2007 to May 2008



## **Bachelor of Arts in Management/Economics**

University of South Florida - Tampa, FL

### Skills

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- PeopleSoft, ADP WorkforceNow, Paychex, Google Docs, Adobe Page Maker, Share Point, Vikus, Altera Payroll, PointClickCare, Datafacts, Casper Reports.
- Human Resources
- Employee Relations
- Compensation
- Benefits Administration
- Recruiting
- ADP
- Accounts Payable (2 years)
- Accounts Receivable (2 years)
- Bank Reconciliation (2 years)
- Microsoft Office (10+ years)
- Human Resources Management
- Workers' Compensation
- Employee Orientation
- Performance Management
- Office Management
- Change Management
- Employee Evaluation
- Management
- Succession Planning
- Interviewing
- Strategic Planning
- Talent Acquisition
- Talent Management
- HR Sourcing

### Certifications and Licenses

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**PHR**

**SHRM-CP**

### Assessments

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**Business Communication Skills [TTEC] — Familiar**

December 2019

Full results: [Familiar](#)

### **Spreadsheets with Microsoft Excel — Proficient**

October 2021

Knowledge of various Microsoft Excel features, functions, and formulas

Full results: [Proficient](#)

### **Office manager — Proficient**

February 2023

Scheduling and budgeting

Full results: [Proficient](#)

### **Written communication — Proficient**

April 2019

Measures a candidate's ability to convey written information using proper grammar rules.

Full results: [Proficient](#)

### **Workplace safety — Proficient**

February 2023

Using safe practices at work

Full results: [Proficient](#)

### **Filing & organization — Proficient**

April 2019

Measures a candidate's ability to arrange and manage files or records using a set of rules.

Full results: [Proficient](#)

### **Project timeline management — Proficient**

March 2023

Prioritizing and allocating time to effectively achieve project deliverables

Full results: [Proficient](#)

### **Attention to detail — Proficient**

October 2021

Identifying differences in materials, following instructions, and detecting details among distracting information

Full results: [Proficient](#)

### **Administrative support professional fit — Proficient**

April 2023

Measures the traits that are important for successful administrative support professionals

Full results: [Proficient](#)

### **Management & leadership skills: Impact & influence — Completed**

August 2021

Choosing the most effective strategy to inspire and influence others to meet business objectives

Full results: [Completed](#)

### **Scheduling — Proficient**

April 2019

Measures a candidate's ability to cross-reference agendas and itineraries avoid conflicts when create schedules.

Full results: [Proficient](#)

### **HR: Compensation & benefits — Proficient**

May 2020

Knowledge of compensation and benefits programs

Full results: [Proficient](#)

### **Managing accounts in QuickBooks — Proficient**

June 2023

Using QuickBooks software to manage business financials

Full results: [Proficient](#)

### **Verbal Reasoning and Reading Comprehension [TTEC] — Proficient**

December 2019

Full results: [Proficient](#)

### **Bookkeeping — Proficient**

June 2023

Calculating and determining the accuracy of financial data

Full results: [Proficient](#)

### **Work style: Reliability — Proficient**

December 2022

Tendency to be reliable, dependable, and act with integrity at work

Full results: [Proficient](#)

### **Recruiting — Proficient**

July 2021

Managing the candidate sourcing and selection process

Full results: [Proficient](#)

### **Analyzing data — Proficient**

February 2023

Interpreting and producing graphs, identifying trends, and drawing justifiable conclusions from data

Full results: [Proficient](#)

### **Recruiting — Proficient**

February 2023

Managing the candidate sourcing and selection process

Full results: [Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 19

AUGUST 15, 2023

## **OUA EMPLOYEE PENSION INVESTMENT POLICY - UPDATED**

Please find attached a copy of the current Okeechobee Utility Authority Employees Retirement System Investment Policy Statement (redlined) and a revised Draft copy, along with a memo from Janice Rustin of Lewis, Longman and Walker.

On May 2, 2023, Gov. Ron DeSantis (R-FL) signed into law House Bill 3 (HB3), which, among other things, prevents a board of trustees of a local government retirement plan from considering environmental, social and governance (“ESG”) 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 (“Plan”). Brad Hess from AndCo Consulting will be present via Zoom should the Board have questions.

After review and discussion, Staff requests approval of the revised OUA Employee Pension Investment Policy as presented.

# THE OKEECHOBEE UTILITY AUTHORITY EMPLOYEES' RETIREMENT SYSTEM

## *Investment Policy Statement*

### I. **PURPOSE OF INVESTMENT POLICY STATEMENT**

The Board of Trustees (the BOT) maintains that an important determinant of future investment returns is the expression and periodic review of the Okeechobee Utility Authority Employees' Retirement System (the Plan) investment objectives. To that end, the BOT has adopted this statement of Investment Policy and directs that it apply to all assets within the plan's control.

In fulfilling their fiduciary responsibility, the BOT recognizes that the Plan is an essential vehicle for providing income benefits to retired participants or their beneficiaries. The BOT also recognizes that the obligations of the Plan are long-term and that investment policy should be made with a view toward performance and return over a number of years. The general investment objective is to obtain a reasonable total rate of return, defined as interest and dividend income plus realized and unrealized capital gains or losses commensurate with the Prudent Investor Rule and any other applicable resolution and statutes.

Reasonable consistency of return and protection of assets against the inroads of inflation are paramount. However, interest rate fluctuations and volatility of securities markets make it necessary to judge results within the context of several years rather than over short periods of five years or less.

The BOT will employ investment professionals to oversee and invest the assets of the Plan. Within the parameters allowed in this document and their agreements with the BOT, the investment management professionals shall have investment discretion over their mandates, including security selection, sector weightings and investment style.

The Investment Consultant will oversee that the Investment Managers are meeting the investment policy requirements and report to the BOT any recommended changes needed in the investment management services.

The BOT, in performing their investment duties, shall comply with the fiduciary standards set forth in Employee Retirement Income Security Act of 1974 (ERISA) at 29 U.S.C. s. 1104(a) (1) (A)-(C). In case of conflict with other provisions of law authorizing investments, the investment and fiduciary standards set forth in this section shall prevail.

### II. **TARGET ALLOCATIONS**

In order to provide for a diversified portfolio, the BOT has engaged investment professional(s) to manage and administer the fund. The Investment Managers are responsible for the assets and allocation of their mandate only and may be provided an addendum to this policy with their specific performance objectives and investment criteria. The BOT has established the following asset allocation targets for the total fund:

Asset Class	Target	Range	Benchmark Index
Equity			
Domestic Equity	50%	45%-55%	Russell 3000
International Equity	10%	5%-15%	MSCI ACWI ex U.S.
Fixed Income			
Domestic Fixed Income	40%	35%-45%	Barclays U.S. Aggregate

Targets and ranges above are based on market value of total Plan Assets.

The BOT and the Investment Consultant will monitor the aggregate asset allocation of the portfolio, and will rebalance to the target asset allocation based on market conditions. If at the end of any calendar month, the allocation of an asset class falls outside of its allowable range, barring extenuating circumstances such as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. To the extent possible, contributions and withdrawals from the portfolio will be executed proportionally based on the most current market values available and with reasonable notice provided to the Investment Managers. The BOT does not intend to exercise short-term changes to the target allocation.

### III. INVESTMENT PERFORMANCE OBJECTIVES

The following performance measures will be used as objective criteria for evaluating the effectiveness of the Investment Managers.

#### A. Total Portfolio Performance

1. The performance of the total portfolio will be measured for rolling three (3) and five (5) year periods. The performance of the portfolio will be compared to the return of the policy indexes comprised of 50% Russell 3000 Index, 10% MSCI All Country World Index ex U.S., 40% Barclays Capital U.S. Aggregate Bond Index.
2. On a relative basis, it is expected that the total portfolio performance will rank in the top 40<sup>th</sup> percentile of the appropriate peer universe over three (3) and five (5) year time periods.
3. On an absolute basis, the objective is that the return of the total portfolio will equal or exceed the actuarial earnings assumption and provide inflation protection by meeting Consumer Price Index plus 3%. This absolute return objective will be evaluated in the context of the prevailing market conditions.
4. After two (2) consecutive quarters of not meeting the benchmark the BOT may require an explanation of why and what modification are intended to correct and improve investments strategies.

#### B. Equity Performance

The combined equity portion of the portfolio, defined as common stocks and convertible bonds, is expected to perform at a rate at least equal to the 83% Russell 3000 Index and 17% MSCI All Country World Index ex U.S. Individual components of the equity portfolio



will be compared to the specific benchmarks defined in each Investment Manager addendum. All portfolios are expected to rank in the top 40<sup>th</sup> percentile of the appropriate peer universe over three (3) and five (5) year time periods.

C. Fixed Income Performance

The overall objective of the fixed income portion of the portfolio is to add stability and liquidity to the total portfolio. The fixed income portion of the portfolio is expected to perform at a rate at least equal to the Barclays Capital U.S. Aggregate Bond Index. All portfolios are expected to rank in the top 40<sup>th</sup> percentile of the appropriate peer universe over three (3) and five (5) year time periods.

IV. **INVESTMENT GUIDELINES**

A. Authorized Investments

Pursuant to the investment powers of the BOT as set forth in the Florida Statutes and Okeechobee Utility Authority (OUA) Resolution, the BOT sets forth the following investment guidelines and limitations, however, additional criteria may be outlined in an Investment Manager's addendum:

1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the Members in the Fund shall be entitled under the provisions of this System and pay the initial and subsequent premium thereon.
2. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
3. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.
4. Stocks, commingled or mutual funds, bonds or other evidences of indebtedness, provided that:
  - (a) Except as provided in subparagraph (b), all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, and state or organized territory of the United States, or the District of Columbia.
  - (b) Up to fifteen percent (15%) of the assets of the Fund may be invested in foreign securities.
  - (c) The BOT shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company.

5. Equities:

- a. Must be traded on a national exchange or electronic network; and
- b. Not more than 5% of the Plan's assets, at the time of purchase, shall be invested in the common stock, capital stock or convertible stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company; and
- c. All individually held securities, except foreign securities as defined in section C, paragraph (2), and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
- d. Commingled funds issued by national or state banks.

6. Fixed Income:

- a. Eighty-five percent (85%) of the fixed income investments shall have a minimum rating of investment grade or higher as reported by a major credit rating service such as Standard and Poor's with a rating of AAA to BBB-; and
- b. The value of bonds issued by any single corporation shall not exceed 3% of the total fund; and

7. Money Market:

- a. The money market fund or STIF options provided by the Plan's Custodian; and
- b. Have a minimum rating of A1/P1, or its equivalent, by a major credit rating service such as Standard and Poor's.

8. Pooled Funds:

Investments made by the BOT may include pooled funds. For purposes of this policy pooled funds may include, but are not limited to, mutual funds, commingled funds, exchange-traded funds, and real estate limited partnerships. Pooled funds may be governed by separate documents which may include investments not expressly permitted in this Investment Policy Statement. In the event of investment by the Plan into a pooled fund, the prospectus or governing policy of that pooled fund, as updated from time to time, shall be treated as an addendum to this Investment Policy Statement. The Investment Consultant shall periodically review with the BOT any material changes in the prospectus or governing policy of a pooled fund.

B. Trading Parameters

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commissions paid for purchase of securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades placed by each Investment Manager on behalf of the Plan will be governed by the Portfolio Management Agreement between the Plan and the Investment Managers.

C. Limitations

1. Investments in corporate common stock and convertible bonds shall not exceed seventy percent (70%) of the market value of Plan assets.
2. Foreign securities (regardless of asset class) shall not exceed fifteen percent (15%) of the market value of Plan assets. For the purposes of this Investment Policy Statement, foreign securities are defined as bonds, stocks, or other evidences of indebtedness issued or guaranteed by a company that is not organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
3. All equity and fixed income securities must be readily marketable. Commingled funds must be independently appraised at least annually.

4. The Board and its Investment Managers shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 112.662, along with regulations adopted by the Department of Management Services. The term "pecuniary factor" is defined as a factor that a named fiduciary "prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with the investment objectives and funding policy of the investment program. The term does not include the consideration of the furtherance of any social, political, or ideological interests." [112.662(1)]. In selecting Investment Managers, only pecuniary factors may be considered and the interests of the participants and beneficiaries of the system may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. [112.662(2)]. Only pecuniary factors may be considered when voting proxies. [112.662(3)]

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D. Absolute Restrictions

No investments shall be permitted in;

1. Any investment not specifically allowed as part of this policy.
2. Illiquid investments, as described in Chapter 215.47, Florida Statutes.
3. Direct investment in 'Scrutinized Companies' identified in the periodic publication by the State Board of Administration ("SBA list", updated on their

website [www.sbafla.com/fsb/](http://www.sbafla.com/fsb/)), is prohibited. Securities identified after January 1, 2010, must be divested within twelve (12) months of the company's initial appearance on the list. However, if divestiture of business activities is accomplished and the company is subsequently removed from the SBA list, the manager can continue to hold that security. Indirect investment in 'Scrutinized Companies' (through pooled funds) are governed by the provisions of Section V. (G) below.

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## V. COMMUNICATIONS

- A. On a monthly basis, the Custodian shall supply an accounting statement that will include a summary of all receipts and disbursements and the cost and the market value of all assets.
- B. On a quarterly basis, the Investment Managers shall provide a written report affirming compliance with the security restrictions of Section IV (as well as any provisions outlined in the Investment Manager's addendum). In addition, the Investment Managers shall deliver a report each quarter detailing the Plan's performance, forecast of the market and economy, portfolio analysis and current assets of the Plan. Written reports shall be delivered to the BOT within 30 days of the end of the quarter. A copy of the written report shall be submitted to the person designated by the OUA, and shall be available for public inspection. The Investment Managers will provide immediate written and telephone notice to the BOT of any significant market related or non-market related event, specifically including, but not limited to, any deviation from the standards set forth in Section IV or their Investment Manager addendum.
- C. If an Investment Manager owns investments, that complied with section IV at the time of purchase, which subsequently exceed the applicable limit or do not satisfy the applicable investment standard, such excess or noncompliant investments may be continued until it is economically feasible to dispose of such investment in accordance with the prudent man standard of care, but no additional investment may be made unless authorized by law or resolution. In addition, an action plan outlining the investment 'hold or sell' strategy shall be provided to the BOT immediately.
- D. The Investment Consultant shall evaluate and report on a quarterly basis the rate of return net of investment fees and relative performance of the Plan.
- E. The BOT will meet periodically to review the Investment Consultant performance report. The BOT will meet with the Investment Manager and appropriate outside consultants to discuss performance results, economic outlook, investment strategy and tactics and other pertinent matters affecting the Plan on a periodic basis.
- F. At least annually, the BOT shall provide the Investment Managers with projected disbursement needs of the Plan so that the investment portfolio can be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To this end the Investment Managers should, to the extent possible, attempt to match investment maturities with known cash needs and anticipated cash-flow requirements.
- G. The Investment Consultant, on behalf of the Plan, shall send a letter to any pooled fund referring the investment manager to the listing of 'Scrutinized Companies' by the State Board of Administration ('SBA list'), on their website [www.sbafla.com/fsb/](http://www.sbafla.com/fsb/). This letter

shall request that they consider removing such companies from the fund or create a similar actively managed fund having indirect holdings devoid of such companies. If the manager creates a similar fund, the Plan shall replace all applicable investments with investments in the similar fund in an expedited timeframe consistent with prudent investing standards. For the purposes of this section, a private equity fund is deemed to be an actively managed investment fund. However, after sending the required correspondence, the Plan is not required to sell the pooled fund.

H. The Board shall timely comply with the reporting requirement of Section 112.662 by filing a comprehensive report by December 15 of each odd-numbered year. [112.662(4)]. Investment managers and the Board's Investment Consultant shall assist in the preparation of required reports and shall annually confirm to the Board their compliance with Chapter 2023-28.

## VI. COMPLIANCE

- A. It is the direction of the BOT that the Plan assets are held by a third party Custodian, and that all securities purchased by, and all collateral obtained by the Plan shall be properly designated as Plan assets. No withdrawal of assets, in whole or in part, shall be made from safekeeping except by an authorized member of the BOT or their designee. Securities transactions between a broker-dealer and the Custodian involving purchase or sale of securities by transfer of money or securities must be made on a 'delivery vs. payment' basis to ensure that the Custodian will have the security or money in hand at conclusion of the transaction.
- B. The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.
- C. At the direction of the BOT operations of the Plan shall be reviewed by independent certified public accountants as part of any financial audit periodically required. Compliance with the BOT's internal controls shall be verified. These controls have been designed to prevent losses of assets that might arise from fraud, error, or misrepresentation by third parties or imprudent actions by the BOT or employees of the Plan sponsor, to the extent possible.
- D. Each member of the BOT shall participate in a continuing education program relating to investments and the BOT's responsibilities to the Plan. It is suggested that this education process begin during each Board member's first term.
- E. With each actuarial valuation, the BOT shall determine the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. This determination shall be filed promptly with the Department of Management Services, the Plan's sponsor and the consulting actuary.
- F. The proxy votes must be exercised for the exclusive benefit of the participants of the Plan. Each Investment Manager shall provide the BOT with a copy of their proxy voting policy for approval. On a regular basis, at least annually, each manager shall report a record of their proxy vote.

G. The Investment Consultant will provide Investment Managers for consideration based solely on pecuniary factors as defined by Florida Statutes §112.662.

H. If a Request for Proposals document is issued for Investment Manager services, the solicitation document must include the following: The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

## VII. CRITERIA FOR INVESTMENT MANAGER REVIEW

The BOT wishes to adopt standards by which judgments of the ongoing performance of an Investment Manager may be made. If, at any time, any three (3) of the following is breached, the Investment Manager shall be warned of the BOT's serious concern for the Plan's continued safety and performance. If any five (5) of these are violated the Investment Consultant shall recommend an Investment Manager evaluation for that mandate.

- Four (4) consecutive quarters of relative under-performance versus the benchmark.
- Three (3) year trailing return below the top 40<sup>th</sup> percentile within the appropriate peer group and under performance versus the benchmark.
- Five (5) year trailing return below the top 40<sup>th</sup> percentile and under performance versus the benchmark.
- Three (3) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Five (5) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Style consistency or purity drift from the mandate.
- Management turnover in portfolio team or senior management.
- Investment process change, including varying the index or benchmark.
- Failure to adhere to the Investment Policy Statement, Investment Manager Addendum or other compliance issues.
- Investigation of the firm by the Securities and Exchange Commission (SEC) or other regulatory agency.
- Significant asset flows into or out of the company or strategy.
- Merger or sale of firm.
- Fee increases outside of the competitive range
- Servicing issues – key personnel stop servicing the account without proper notification.

Nothing in this section shall limit or diminish the BOT's right to terminate the Investment Manager at any time for any reason.

## VIII. CRITERIA FOR INVESTMENT CONSULTANT

The Investment Consultant for the pension plan risk management is a broad concept that touches every aspect of the Fund's management. Sound risk management involves identifying the various risks and mitigating unintended or undesired risks to the extent



possible. This requires in-depth analysis of both processes and portfolio positions. The goal is to ensure that prudent risks are being taken and investment policies that are appropriate for the stated objectives and market environment.

The Investment Consultant will provide a systematic, consistent, and rational framework for investment manager retention and termination decisions, thereby avoiding and hap hazardous actions that may adversely impact the Fund returns. In addition, the Investment Policy is intended to:

- Foster a long-term approach to manager evaluation;
- Provide a logical and consistent framework to evaluate manger skills;
- Improve client/manager communication by apprising each manager of the quantitative and qualitative standards by which they will be judged, and the near-term and long-term consequences of failing to meet these standards;
- Promote timely and appropriate responses to actual and potential performance issues; and
- Provide flexibility to allow application across all asset classes, management styles and market environments.

#### **IX. APPLICABLE STATUTES**

If at any time this document or the OUA Plan Document is found to be in conflict with the applicable Florida Statutes, the Statutes shall prevail.

#### **X. REVIEW AND AMENDMENTS**

It is the BOT's intention to review this document periodically and to amend this statement to reflect any changes in philosophy, objectives, or guidelines. In this regard, the Investment Managers interest in consistency in these matters is recognized and will be taken into account when changes are being considered. If, at any time, the Investment Manager feels that the specific objectives defined herein cannot be met, or the guidelines constrict performance, the BOT should be notified in writing. By initialing and continuing acceptance of this Investment Policy Statement, the Investment Managers concur with the provisions of this document. By signing this document, the Chairman attests that this policy has been recommended by the Investment Consultant, reviewed by the Plan's legal counsel for compliance with applicable law, and approved by the BOT.

#### **XI. FILING OF THE INVESTMENT POLICY**

Upon adoption by the BOT, the Investment Policy Statement shall be promptly filed with the Florida Department of Management Services and the Plan's actuary. The effective date of the Investment Policy Statement shall be the 31 days following the filing date.

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Date

**THE OKEECHOBEE UTILITY AUTHORITY BOARD OF DIRECTORS**

The Okeechobee Utility Authority Board of Directors have reviewed the Investment Policy and have approved the adoption as it has been presented.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

# THE OKEECHOBEE UTILITY AUTHORITY EMPLOYEES' RETIREMENT SYSTEM

## *Investment Policy Statement*

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A. Authorized Investments

Pursuant to the investment powers of the BOT as set forth in the Florida Statutes and Okeechobee Utility Authority (OUA) Resolution, the BOT sets forth the following investment guidelines and limitations, however, additional criteria may be outlined in an Investment Manager's addendum:

1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the Members in the Fund shall be entitled under the provisions of this System and pay the initial and subsequent premium thereon.
2. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
3. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.
4. Stocks, commingled or mutual funds, bonds or other evidences of indebtedness, provided that:
  - (a) Except as provided in subparagraph (b), all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, and state or organized territory of the United States, or the District of Columbia.
  - (b) Up to fifteen percent (15%) of the assets of the Fund may be invested in foreign securities.
  - (c) The BOT shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company.

5. Equities:

- a. Must be traded on a national exchange or electronic network; and
- b. Not more than 5% of the Plan's assets, at the time of purchase, shall be invested in the common stock, capital stock or convertible stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company; and
- c. All individually held securities, except foreign securities as defined in section C, paragraph (2), and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
- d. Commingled funds issued by national or state banks.

6. Fixed Income:

- a. Eighty-five percent (85%) of the fixed income investments shall have a minimum rating of investment grade or higher as reported by a major credit rating service such as Standard and Poor's with a rating of AAA to BBB-; and
- b. The value of bonds issued by any single corporation shall not exceed 3% of the total fund; and

7. Money Market:

- a. The money market fund or STIF options provided by the Plan's Custodian; and
- b. Have a minimum rating of A1/P1, or its equivalent, by a major credit rating service such as Standard and Poor's.

8. Pooled Funds:

Investments made by the BOT may include pooled funds. For purposes of this policy pooled funds may include, but are not limited to, mutual funds, commingled funds, exchange-traded funds, and real estate limited partnerships. Pooled funds may be governed by separate documents which may include investments not expressly permitted in this Investment Policy Statement. In the event of investment by the Plan into a pooled fund, the prospectus or governing policy of that pooled fund, as updated from time to time, shall be treated as an addendum to this Investment Policy Statement. The Investment Consultant shall periodically review with the BOT any material changes in the prospectus or governing policy of a pooled fund.



B. Trading Parameters

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commissions paid for purchase of securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades placed by each Investment Manager on behalf of the Plan will be governed by the Portfolio Management Agreement between the Plan and the Investment Managers.

C. Limitations

1. Investments in corporate common stock and convertible bonds shall not exceed seventy percent (70%) of the market value of Plan assets.
2. Foreign securities (regardless of asset class) shall not exceed fifteen percent (15%) of the market value of Plan assets. For the purposes of this Investment Policy Statement, foreign securities are defined as bonds, stocks, or other evidences of indebtedness issued or guaranteed by a company that is not organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
3. All equity and fixed income securities must be readily marketable. Commingled funds must be independently appraised at least annually.
4. The Board and its Investment Managers shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 112.662, along with regulations adopted by the Department of Management Services. The term "pecuniary factor" is defined as a factor that a named fiduciary "prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with the investment objectives and funding policy of the investment program. The term does not include the consideration of the furtherance of any social, political, or ideological interests." [112.662(1)]. In selecting Investment Managers, only pecuniary factors may be considered and the interests of the participants and beneficiaries of the system may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. [112.662(2)]. Only pecuniary factors may be considered when voting proxies. [112.662(3)]

D. Absolute Restrictions

No investments shall be permitted in;

1. Any investment not specifically allowed as part of this policy.
2. Illiquid investments, as described in Chapter 215.47, Florida Statutes.
3. Direct investment in 'Scrutinized Companies' identified in the periodic publication by the State Board of Administration ("SBA list", updated on their website [www.sbafla.com/fsb/](http://www.sbafla.com/fsb/)), is prohibited. Securities identified after

January 1, 2010, must be divested within twelve (12) months of the company's initial appearance on the list. However, if divestiture of business activities is accomplished and the company is subsequently removed from the SBA list, the manager can continue to hold that security. Indirect investment in 'Scrutinized Companies' (through pooled funds) are governed by the provisions of Section V. (G) below.

## V. COMMUNICATIONS

- A. On a monthly basis, the Custodian shall supply an accounting statement that will include a summary of all receipts and disbursements and the cost and the market value of all assets.
- B. On a quarterly basis, the Investment Managers shall provide a written report affirming compliance with the security restrictions of Section IV (as well as any provisions outlined in the Investment Manager's addendum). In addition, the Investment Managers shall deliver a report each quarter detailing the Plan's performance, forecast of the market and economy, portfolio analysis and current assets of the Plan. Written reports shall be delivered to the BOT within 30 days of the end of the quarter. A copy of the written report shall be submitted to the person designated by the OUA, and shall be available for public inspection. The Investment Managers will provide immediate written and telephone notice to the BOT of any significant market related or non-market related event, specifically including, but not limited to, any deviation from the standards set forth in Section IV or their Investment Manager addendum.
- C. If an Investment Manager owns investments, that complied with section IV at the time of purchase, which subsequently exceed the applicable limit or do not satisfy the applicable investment standard, such excess or noncompliant investments may be continued until it is economically feasible to dispose of such investment in accordance with the prudent man standard of care, but no additional investment may be made unless authorized by law or resolution. In addition, an action plan outlining the investment 'hold or sell' strategy shall be provided to the BOT immediately.
- D. The Investment Consultant shall evaluate and report on a quarterly basis the rate of return net of investment fees and relative performance of the Plan.
- E. The BOT will meet periodically to review the Investment Consultant performance report. The BOT will meet with the Investment Manager and appropriate outside consultants to discuss performance results, economic outlook, investment strategy and tactics and other pertinent matters affecting the Plan on a periodic basis.
- F. At least annually, the BOT shall provide the Investment Managers with projected disbursement needs of the Plan so that the investment portfolio can be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To this end the Investment Managers should, to the extent possible, attempt to match investment maturities with known cash needs and anticipated cash-flow requirements.
- G. The Investment Consultant, on behalf of the Plan, shall send a letter to any pooled fund referring the investment manager to the listing of 'Scrutinized Companies' by the State Board of Administration ('SBA list'), on their website [www.sbafla.com/fsb/](http://www.sbafla.com/fsb/). This letter shall request that they consider removing such companies from the fund or create a similar actively managed fund having indirect holdings devoid of such companies. If the

manager creates a similar fund, the Plan shall replace all applicable investments with investments in the similar fund in an expedited timeframe consistent with prudent investing standards. For the purposes of this section, a private equity fund is deemed to be an actively managed investment fund. However, after sending the required correspondence, the Plan is not required to sell the pooled fund.

- H. The Board shall timely comply with the reporting requirement of Section 112.662 by filing a comprehensive report by December 15 of each odd-numbered year. [112.662(4)]. Investment managers and the Board's Investment Consultant shall assist in the preparation of required reports and shall annually confirm to the Board their compliance with Chapter 2023-28.

## VI. COMPLIANCE

- A. It is the direction of the BOT that the Plan assets are held by a third party Custodian, and that all securities purchased by, and all collateral obtained by the Plan shall be properly designated as Plan assets. No withdrawal of assets, in whole or in part, shall be made from safekeeping except by an authorized member of the BOT or their designee. Securities transactions between a broker-dealer and the Custodian involving purchase or sale of securities by transfer of money or securities must be made on a 'delivery vs. payment' basis to ensure that the Custodian will have the security or money in hand at conclusion of the transaction.
- B. The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.
- C. At the direction of the BOT operations of the Plan shall be reviewed by independent certified public accountants as part of any financial audit periodically required. Compliance with the BOT's internal controls shall be verified. These controls have been designed to prevent losses of assets that might arise from fraud, error, or misrepresentation by third parties or imprudent actions by the BOT or employees of the Plan sponsor, to the extent possible.
- D. Each member of the BOT shall participate in a continuing education program relating to investments and the BOT's responsibilities to the Plan. It is suggested that this education process begin during each Board member's first term.
- E. With each actuarial valuation, the BOT shall determine the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. This determination shall be filed promptly with the Department of Management Services, the Plan's sponsor and the consulting actuary.
- F. The proxy votes must be exercised for the exclusive benefit of the participants of the Plan. Each Investment Manager shall provide the BOT with a copy of their proxy voting policy for approval. On a regular basis, at least annually, each manager shall report a record of their proxy vote.
- G. The Investment Consultant will provide Investment Managers for consideration based solely on pecuniary factors as defined by Florida Statutes §112.662.

- H. If a Request for Proposals document is issued for Investment Manager services, the solicitation document must include the following: The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

## VII. **CRITERIA FOR INVESTMENT MANAGER REVIEW**

The BOT wishes to adopt standards by which judgments of the ongoing performance of an Investment Manager may be made. If, at any time, any three (3) of the following is breached, the Investment Manager shall be warned of the BOT's serious concern for the Plan's continued safety and performance. If any five (5) of these are violated the Investment Consultant shall recommend an Investment Manager evaluation for that mandate.

- Four (4) consecutive quarters of relative under-performance versus the benchmark.
- Three (3) year trailing return below the top 40<sup>th</sup> percentile within the appropriate peer group and under performance versus the benchmark.
- Five (5) year trailing return below the top 40<sup>th</sup> percentile and under performance versus the benchmark.
- Three (3) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Five (5) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Style consistency or purity drift from the mandate.
- Management turnover in portfolio team or senior management.
- Investment process change, including varying the index or benchmark.
- Failure to adhere to the Investment Policy Statement, Investment Manager Addendum or other compliance issues.
- Investigation of the firm by the Securities and Exchange Commission (SEC) or other regulatory agency.
- Significant asset flows into or out of the company or strategy.
- Merger or sale of firm.
- Fee increases outside of the competitive range
- Servicing issues – key personnel stop servicing the account without proper notification.

Nothing in this section shall limit or diminish the BOT's right to terminate the Investment Manager at any time for any reason.

## VIII. **CRITERIA FOR INVESTMENT CONSULTANT**

The Investment Consultant for the pension plan risk management is a broad concept that touches every aspect of the Fund's management. Sound risk management involves identifying the various risks and mitigating unintended or undesired risks to the extent possible. This requires in-depth analysis of both processes and portfolio positions. The goal is to ensure that prudent risks are being taken and investment policies that are appropriate for

the stated objectives and market environment.

The Investment Consultant will provide a systematic, consistent, and rational framework for investment manager retention and termination decisions, thereby avoiding and hap hazardous actions that may adversely impact the Fund returns. In addition, the Investment Policy is intended to:

- Foster a long-term approach to manager evaluation;
- Provide a logical and consistent framework to evaluate manger skills;
- Improve client/manager communication by apprising each manager of the quantitative and qualitative standards by which they will be judged, and the near-term and long-term consequences of failing to meet these standards;
- Promote timely and appropriate responses to actual and potential performance issues; and
- Provide flexibility to allow application across all asset classes, management styles and market environments.

#### **IX. APPLICABLE STATUTES**

If at any time this document or the OUA Plan Document is found to be in conflict with the applicable Florida Statutes, the Statutes shall prevail.

#### **X. REVIEW AND AMENDMENTS**

It is the BOT's intention to review this document periodically and to amend this statement to reflect any changes in philosophy, objectives, or guidelines. In this regard, the Investment Managers interest in consistency in these matters is recognized and will be taken into account when changes are being considered. If, at any time, the Investment Manager feels that the specific objectives defined herein cannot be met, or the guidelines constrict performance, the BOT should be notified in writing. By initialing and continuing acceptance of this Investment Policy Statement, the Investment Managers concur with the provisions of this document. By signing this document, the Chairman attests that this policy has been recommended by the Investment Consultant, reviewed by the Plan's legal counsel for compliance with applicable law, and approved by the BOT.

#### **XI. FILING OF THE INVESTMENT POLICY**

Upon adoption by the BOT, the Investment Policy Statement shall be promptly filed with the Florida Department of Management Services and the Plan's actuary. The effective date of the Investment Policy Statement shall be the 31 days following the filing date.

**THE OKEECHOBEE UTILITY AUTHORITY EMPLOYEES' RETIREMENT SYSTEM**

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Date

**THE OKEECHOBEE UTILITY AUTHORITY BOARD OF DIRECTORS**

The Okeechobee Utility Authority Board of Directors have reviewed the Investment Policy and have approved the adoption as it has been presented.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date



*Reply To: West Palm Beach***MEMORANDUM**

TO: Board of Trustees, Okeechobee Utility Authority Employees' Retirement System

FROM: Janice Rustin

DATE: July 27, 2023

SUBJECT: Report on new legislation affecting Plan investment decisions

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On May 2, 2023, Gov. Ron DeSantis (R-FL) signed into law House Bill 3 (HB3), which, among other things, prevents a board of trustees of a local government retirement plan from considering environmental, social and governance (“ESG”) 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 (“Plan”). A summary of the relevant changes follows.

***F.S. §112.662, Investments; exercising shareholder rights. (new)***

This new section requires the Board of Trustees to consider only pecuniary factors when making investment decisions and exercising rights on behalf of the Plan, including shareholder rights and proxy rights. In exercising these rights, the interests of the participants and beneficiaries of the Plan cannot be subordinated to other objectives, including sacrificing investment returns, or undertaking additional risks to promote non-pecuniary factors. The weight given to any pecuniary factor must reflect a prudent assessment of its impact on risk or returns.

A pecuniary factor is defined as any factor that is “expected to have a material effect on the risk or returns on an investment based on appropriate investment horizons consistent with the

**JACKSONVILLE**  
245 Riverside Ave.  
Suite 510  
Jacksonville, Florida 32202  
T: 904.353.6410  
F: 904.353.7619

**ST. PETERSBURG**  
100 Second Ave., South  
Suite 501-S  
St. Petersburg, Florida 33701  
T: 727.245.0820  
F: 727.290.4057

**TALLAHASSEE**  
106 East College Avenue  
Suite 1500  
Tallahassee, Florida 32301  
T: 850.222.5702  
F: 850.224.9242

**TAMPA**  
301 West Platt St.  
Suite A364  
Tampa, Florida 33606  
T: 813.775.2331

**WEST PALM BEACH**  
360 South Rosemary Ave.  
Suite 1100  
West Palm Beach, FL 33401  
T: 561.640.0820  
F: 561.640.8202

investment objectives and funding policy of the retirement system or plan.” A pecuniary factor does not include consideration of the furtherance of any social, political, or ideological interests.

Additionally, the Board must comply with the following reporting requirements:

- By December 15, 2023, and biennially thereafter, the Plan must file a comprehensive report with the Department of Management Services detailing and reviewing the governance policies concerning decision making in vote decisions and adherence to the fiduciary standards.
- The Department of Management Services is required to submit a summary of all reports to the Governor, the Attorney General, the President of the Senate, and the Speaker of the House of Representatives. The Attorney General has the authority to institute proceedings to stop any person from violating this section and will be entitled to attorney’s fees if it prevails.

This section directs the Department of Management Services to promulgate administrative rules to implement this section. To date, no rules have been published for public comment, but we will continue to monitor and report to the Board when the rules have been adopted.

**F.S. §112.661 *Investment policies.***

It is a long-standing requirement that the Board make investment decisions based on a written investment policy. The investment policy must be structured to i) maximize financial return to the Plan consistent with the risks incumbent in each investment and ii) establish and maintain an appropriate diversification of the Plan’s assets. The investment policy must describe investment objectives, performance measures, and internal controls, among other things, and must be filed with the Department of Management Services.

HB 3 amends this section to state that the requirements of F.S. §112.662 regarding the use pecuniary factors prevail over any conflicting requirements in this section. Based on the amendments to this section, it is recommended that the Board amend the Plan’s investment policy to be consistent with F.S. §112.662.

**F.S §112.656 *Fiduciary duties; certain officials included as fiduciaries.***

This section states that Plan Trustees, the Plan administrator, the custodian, and any consultants employed by the Plan are fiduciaries to the Plan and must act solely in the interest of the participants and beneficiaries for the purpose of providing benefits to the participants and beneficiaries and defraying reasonable expenses to the Plan. HB 3 adds an additional fiduciary duty to make all investment decisions in compliance with F.S. §112.662.

# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 20

AUGUST 15, 2023

## **SWSA PROJECT 1 MASTER PUMP STATION SUBSTANTIAL COMPLETION**

Please find included with this agenda a request for accepting the substantial completion milestone for this project. Essentially, substantial completion means all aspects of the contractually required work has been completed. If the Owner needed or wanted to, the Owner could take beneficial use of the facility and the facility would operate as designed.

The project was delayed due to equipment delivery (generator and electrical building) .

All this being said, flow to this station is still months away (SE2 interconnect, Okee-Tantie & SWSA Project 2). The OUA has not been harmed with respect od loss of use.

Staff is requesting a Substantial Completion date of July 5, 2023 and execution of the attached Certificate of Substantial Completion.



August 9, 2023

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

**RE: Project 1 – Master Pump Station  
Substantial Completion and Project Status**

Board Members:

The SWSA Project 1 Master Pump Station has been deemed substantially complete. We anticipate giving notice of final acceptance at the September Board meeting, and will complete all required agency certifications accordingly.

As you are aware, the project has experienced numerous delays and is well beyond the contract milestone for substantial completion. However, the delays have been largely, if not entirely, attributable to factors outside of the contractor's control. Further, until other ongoing OUA projects are completed (namely the SE-2 Diversion Force Main and the Project 2 Vacuum Collection System), there are no operational needs for the Master Pump Station. It is therefore our recommendation that the project close-out be completed to include a contract time change order without assessing liquidated damages. A formal recommendation in this regard, along with supporting documentation, will be presented at the September Board meeting for your consideration.

If you have any questions at all regarding this project, please do not hesitate to reach out. Thank you as always for the opportunity to serve OUA on these great projects.

Sincerely,  
**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President



**OUA SWSA PROJECT 1 – MASTER PUMP STATION**

**PRELIMINARY SUBSTANTIAL COMPLETION PUNCHLIST**

- Generator Power light signal at the genset controller – OPEN / ONGOING
- Replace (2) pressure gauges for units that can read up to 120 psi min - **DONE**
- VFD equipment tags & MCC tags for Pumps 2 & 2 - **DONE**
- Sealant inside the pump junction box. **DONE**
- Submit pump start-up documentation from Xylem – **DONE**
- Submit Locher Environmental Start-up check list. - **DONE**
- Submit Certificates of Proper Installation – **DONE**
- Submit Final O&M's – Submitted / ONGOING / Need re-submittal
- Close out Building Permit and Electrical Sub-permit – Waiting on Electrical permit to be closed out / ONGOING
- The flowmeter device (P111, S103) enclosure appears to be fiberglass. The enclosure is to be Type 316L Stainless Steel (see Drawing E1 Note 6)
- Check/confirm redundant low float switch operates properly. (see Dwg M2 and E5)
- Request BioAir odor control system installation certificate.

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: <b>Okeechobee Utility Authority</b>	Owner's Contract No.:
Contractor: <b>Felix Associates, Inc.</b>	Contractor's Project No.:
Engineer: <b>Sumner Engineering &amp; Consulting, Inc.</b>	Engineer's Project No.: <b>19-04.D</b>
Project: <b>Project 1 – Master Pump Station</b>	Contract Name:

**This Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

July 5, 2023

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

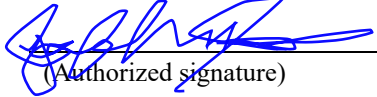
A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: <u></u> (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>President</u>	Title: <u>Chairman</u>	Title: _____
Date: <u>August 9, 2023</u>	Date: <u>August 15, 2023</u>	Date: _____



# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 21**

**AUGUST 15, 2023**

### **SWSA PROJECT 1 MASTER FORCE MAIN SUBSTANTIAL COMPLETION**

Please find included with this agenda a request for accepting the substantial completion milestone for this project. Essentially, substantial completion means all aspects of the contractually required work has been completed. If the Owner needed or wanted to, the Owner could take beneficial use of the facility and the facility would operate as designed.

The project was delayed due to gopher tortoise habitat within the piping alignment. Due to contractor encroachment of the area, Florida Game & Fish required an immediate no construction period followed by a lengthy permitting process (onsite locating, determination of active vs. abandoned and habitat temporary placement availability to name a few). After construction there was follow up tortoise care.

All this being said, flow to this station is still months away. The OUA has not been harmed with respect to loss of use.

Staff is requesting at this time a Substantial Completion date of July 20, 2023 and execution of the attached Certificate of Substantial Completion.



August 9, 2023

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

**RE: Project 1 – Master Force Main  
Substantial Completion and Project Status**

Board Members:

The SWSA Project 1 Master Force Main has been deemed substantially complete. We anticipate giving notice of final acceptance at the September or October Board meeting, and will complete all required agency certifications accordingly.

As you are aware, the project has experienced numerous delays and is well beyond the contract milestone for substantial completion. However, the delays have been largely attributable to factors outside of the contractor's control. Further, until other ongoing OUA projects are completed (namely the SE-2 Diversion Force Main and the Project 2 Vacuum Collection System), there are no operational needs for the Master Force Main. It is therefore our recommendation that the project close-out be completed to include a contract time change order without assessing liquidated damages. A formal recommendation in this regard, along with supporting documentation, will be presented at the September Board meeting for your consideration.

If you have any questions at all regarding this project, please do not hesitate to reach out. Thank you as always for the opportunity to serve OUA on these great projects.

Sincerely,  
**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President



**OUA SWSA PROJECT 1 – MASTER FORCE MAIN**

**PRELIMINARY SUBSTANTIAL COMPLETION PUNCHLIST**

- Installation of OUA signs within District R/W and at CSX Crossing
- Submit revised / complete as-builts

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	<b>Okeechobee Utility Authority</b>	Owner's Contract No.:	
Contractor:	<b>Go Underground Utilities, LLC</b>	Contractor's Project No.:	
Engineer:	<b>Sumner Engineering &amp; Consulting, Inc.</b>	Engineer's Project No.:	<b>19-04.D</b>
Project:	<b>Project 1 – Master Force Main</b>	Contract Name:	

**This Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

July 20, 2023

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

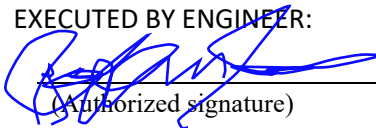
A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>		<b>RECEIVED:</b>		<b>RECEIVED:</b>	
By:	 (Authorized signature)	By:	_____	By:	_____
Title:	President	Title:	Owner (Authorized Signature)	Title:	Contractor (Authorized Signature)
Date:	August 9, 2023	Date:	August 15, 2023	Date:	_____

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 22

AUGUST 15, 2023

### **SWSA PROJECT 2 ASBESTOS CEMENT PIPE REMOVAL**

Please find included with this agenda a request for removal and proper disposal of approximately 4,000 LF of abandoned-in-place piping. The OUA many years ago installed a new water main along SW 24<sup>th</sup> Avenue. When completed, the existing water main, which was installed by previous owners, was abandoned.

Currently, Hinterland Group, the contractor for SWSA Project 2, has submitted a proposal to remove and dispose of this piping system. It has been suggested, 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 AC pipe removed.

Typically, this project would be advertised and assigned to a bidder. However, due to the potential involvement for environmental and worker safety concerns, it is being proposed as an emergency repair/removal project.

The design engineering firm had suggested a preliminary estimate of construction costs to be nearly \$250,000.

This request has been reviewed by the SWSA Project 2 engineer and the OUA Board attorney.

It is recommendation of staff:

The OUA Board to accept the proposal and authorize this expense; and

Authorize the OUA Board Chairman and/or OUA staff to execute documents; and

Approve Hinterland Group, LLC proposal of \$255,000 for the SW 24<sup>th</sup> avenue ac pipe Removal Project.



August 8, 2023

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

**RE: SW 24<sup>th</sup> Avenue Asbestos Cement (AC) Pipe Removal  
Recommendation of Construction Contracting Procedure**

Board Members:

OUA has recently completed design and preparation of construction documents for the removal of an existing (abandoned) AC water main on SW 24<sup>th</sup> Avenue, south of SW 16<sup>th</sup> Street. The proposed work is within the SWSA Project 2 Vacuum Collection System (Project 2) project area. Therefore, Mr. Hayford has asked for my thoughts on how best to proceed with construction of that project.

**Background:**

As design of Project 2 was nearing completion, the existence of an abandoned AC water main was discovered in the SW 24<sup>th</sup> Avenue right-of-way. Unfortunately, the pipe was not in the OUA base map file, and was only discovered upon review of older City of Okeechobee Utility maps. In any event, the existing pipe has the potential to conflict with the proposed installation of the Project 2 vacuum main along SW 24<sup>th</sup> Avenue. Therefore, it is prudent that the AC pipe be removed before, or concurrent with, installation of the vacuum main. Plans and other construction documents for the AC pipe removal have been completed by Holtz Consulting Engineers, Inc. (HCE). The initial engineer's estimate of probable construction cost from HCE for the project was approximately \$250,000.

**Recommendation:**

Ordinarily, the project would be publicly bid for construction. Unfortunately, Project 2 construction continues to move forward at a steady pace, and the vacuum main installation along SW 24<sup>th</sup> Avenue is planned to occur in October / November of this year, leaving insufficient time to advertise, complete the bid process, award a contract and complete construction prior to completion of the vacuum main installation. OUA has requested a budget price from Hinterland Group, Inc. (HGI), the contractor currently working on Project 2, for completion of the AC Pipe Removal project; HGI has given a preliminary construction estimate of \$255,000.

Due to the Project 2 construction schedule as described, the presence of HGI on-site, and the relative closeness of their cost estimate to the engineer's estimate of probable construction cost, we recommend that OUA proceed with entering into a contract with HGI for the AC pipe removal. Doing so will allow that work to be performed concurrent with the planned vacuum main installation on SW 24<sup>th</sup> Avenue, limiting the duration of disturbance to residents in the area. It also avoids the potential problems

associated with having multiple contractors performing work within the same general project area. However, due to the complexities inherent with the Project 2 construction contract – and specifically the potential delays associated with modifying that contract and obtaining USDA approval to do so, we recommend proceeding with a separate contract with HGI for the AC Pipe Removal work, rather than processing it as a change order to the existing Project 2 construction contract. Our recommendation is, of course, subject to receipt, review, and approval of a formal construction proposal from HGI, including all required supporting information as required by the HCE construction documents. Please don't hesitate to reach out if you have any questions, or if we may be of further assistance.

Sincerely,  
**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President





August 9, 2023

To:

Mr. John Hayford  
Executive Director  
Okeechobee Utility Authority  
100 SW 5<sup>th</sup> Ave  
Okeechobee, FL 34974

Re: S.W. 24<sup>th</sup> Avenue Asbestos Cement Pipe Removal Project

Dear Mr. Hayford,

Please find enclosed here our formal submission and proposal for the subject project. The project is to include approximately 4,000 Linear Feet of asbestos cement pipe removal and disposal. We are a licensed and insured General and Utility contractor in the state of Florida and fully capable of performing the proposed scope of work per the plans created by Holtz Consulting Engineers. Legal disposal of the asbestos pipe removed will be performed by ACME Asbestos Abatement and Remediation Services, a fully licensed contractor for asbestos abatement. Their credentials are attached herein.

We are currently under contract for and working on the OUA SWSA Project 2 in the same area this work is to take place. By performing this subject project in conjunction with the current SWSA Project 2, we will be able to avoid delays associated with areas in which this abandoned Asbestos main would be in conflict and will help the SWSA Project 2 to be completed more fluently.

Please see attached pages for proposal and supporting documents.

Feel free to reach out if you have any questions.

Thank You,

*Chase Rogers*

Chase Rogers  
Hinterland Group Inc.



Hinterland Group, Inc.  
 2051 W Blue Heron Blvd  
 Riviera Beach, FL 33404  
 (561) 640-3503 - Phone

[ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

**Proposal # 23-0095-00**

**ADDRESS**

Okeechobee Utility Authority  
 John Hayford  
[jhayford@ouaf.com](mailto:jhayford@ouaf.com)

**DATE: 8/9/2023**

**JOB NAME:** A/C Pipe removal on SW 24th Ave

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
A/C Pipe Removal Along SW 24th Ave Proposal Includes: - Mobilization and Demobilization of the necessary crews and equipment to the project site - Maintenance of traffic - Dewatering as needed, excavation, removal and disposal of approximately 4,000 LF of 6" asbestos cement pipe - A/C piping to be disposed of by a licensed asbestos contractor - All Restoration is included i.e. Roadway restoration with road rock, approximately 20,000 SF of asphalt pavement per plans and 6" white thermo striping along western edge of road - Sod restoration as needed	1	LS	\$255,500.00	\$255,500.00
<b>TOTAL</b>				<b>\$255,500.00</b>

**Notes:**

- Does not include any permitting, bonding, or as-builts

[ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ASBESTOS LICENSING UNIT**

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

**BOWLING, ADAM R**

ACME ASBESTOS ABATEMENT & REMEDIATION LLC  
9150 SW 49TH PLACE SUITE A  
GAINESVILLE FL 32608

**LICENSE NUMBER: CJC1154410**

**EXPIRATION DATE: NOVEMBER 30, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>UNITED NATIONS INSURANCE, LLC</b> 21218 St. Andrews Blvd, Ste #400 Boca Raton, FL 33433	<b>CONTACT NAME:</b> Karen LoConti-Diaz <b>PHONE (A/C No. Ext):</b> (561)988-2542 <b>E-MAIL ADDRESS:</b> karen@uniagency.com	<b>FAX (A/C, No):</b> (561)988-2543
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>ACME Asbestos Abatement &amp; Remediation LLC</b> 1217 N Flagler Drive West Palm Beach, FL 33401	<b>INSURER A:</b> CENTURY SURETY COMPANY <b>INSURER B:</b> STAR INSURANCE COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>36951</b> <b>18023</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTOR'S POLLUTION</b> <input checked="" type="checkbox"/> Blanket, AI, WOS, Primary GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP1095294	09/23/22	09/23/23	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							<b>Deductible</b>	\$ 2,500
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CCP1095294	09/23/22	09/23/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0872173 01	09/23/22	09/23/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>PROFESSIONAL LIAB. INCL MOLD</b>			CCP1095294	09/23/22	09/23/23	Each Wrongful Act	\$1,000,000
							Aggregate Limits	\$1,000,000
							Prof. Liab. Deductibl	\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Acme Asbestos Abatement and Remediation, LLC

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
PO Box 370

**6** City, state, and ZIP code  
Kill Devil Hills, NC 27948

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

**or**

**Employer identification number**


8	6	-	3	3	4	2	7	6	4
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ►     Date ► 01/02/2023

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



424 Park Place, West Palm Beach, FL 33401  
9150 SW 49<sup>th</sup> Place, Suite A Gainesville, FL 32608  
232 S Yonge Street, Suite A Ormond Beach, FL 32174

Main Office: 561-654-3033

Gainesville Office: 352-222-2603

**Asbestos Abatement Plan for project site:**

**2601 SW 24<sup>th</sup> Ave Okeechobee FL 34974**

**4,000 LF of 6" diameter AC water pipe located between  
SW 16<sup>th</sup> Street & SW 28<sup>th</sup> Street.**

Order #

Described below are ACME's plans to safely execute the removal of 4,000 LF of asbestos containing water pipe from the above project site. All activities will be performed in accordance with local, state, and federal standards.

1) ACME will submit 10-day DEP notification and pay filing fees for up to 4,000 LF.

Please provide the following information: "Facility owner's" Name, email, phone number, and mailing address (if different from location).

---

---



2) DAY 1: ACME will mobilize to the project site and begin setup consisting of:

- a) Taping off the immediate work area with **RED DANGER ASBESTOS** tape and warning signage (English & Spanish).

**Project in 2020 Oak Park Subdivision SW19th Street to SW 32<sup>nd</sup> Ave Okeechobee**



- b) Set up first aid and eye wash station. PPE checklist and equipment inspection. All MSDS and First Responder/Emergency contact info will be located here. (Mobile UNIT)
- c) Work area evaluation and identification of additional hazards.



3) ACME's crew will secure rigging (chains/straps) to the first section of pipe slated for removal. ACME's supervisor and competent person will direct Hinterland's operator during the process of pulling the pipe from the trench. Once pulled from the trench, ACME's crew will "tootsie roll wrap" any large sections with 6 mil poly while applying water to the ACM. Any smaller debris will be collected and disposed of in 6 mil bags, double bagged. All asbestos containing materials will be loaded into ACME's poly lined dump trailer, waste manifested, and scheduled for immediate disposal.



**Project completed by ACME 2022 for the Town of Jupiter**

Please Note: AC water pipe can be removed without cutting or breakage but only when properly pulled from coupling to coupling. If necessary, cutting of the AC water pipe will be done in accordance with OSHA 29 CFR 1926.1101.



# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 23

AUGUST 15, 2023

## **FDEP WASTEWATER GRANT PORTAL APPLICATIONS**

CAS Governmental Services (Connie Vanassche) Has made the OUA aware of the August 31<sup>st</sup> deadline to apply. OUA staff is asking of the OUA Board, do you want Staff & CAS to make applications, and if so, what projects? Staff would suggest consideration of:

- 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.
- SW 5<sup>th</sup> Avenue Wastewater Septic to Sewer Project

What is the OUA Board direction on this matter?

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 24

AUGUST 15, 2023

**PUBLIC COMMENTS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 25

AUGUST 15, 2023

**ITEMS FROM THE ATTORNEY**

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 26

AUGUST 15, 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 – Up for Substantial 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 – Up for Substantial Completion today
      - Notice to Proceed: May 23, 2022
      - Substantial: December 19, 2022 (210 calendar days)
      - Final: January 18, 2023 (240 calendar days)

Both of these projects should have final close out paperwork at the September 2023 OUA Board meeting

- Force Main SE2 Interconnect
  - Anticipated bid advertisement Spring 2024
- Project 2 Collection System – 10% under construction
  - 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 late Fall 2023

#### Pine Ridge Park Utility Improvements

- Notice to Proceed issued June 21, 2022
- Substantial Completion August 19, 2023 (425 calendar days from issuance NTP)
- Final Completion September 18, 2023 (455 calendar days from issuance NTP)

#### SW 5<sup>th</sup> Ave Wastewater System Improvements

- Still awaiting City Ordinance – August 15, 2023

#### US441SE Water Main Extension

- Early design stage

#### Treasure Island Septic to Sewer Project

- Under design



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 27

AUGUST 15, 2023

**ITEMS FROM THE BOARD**