

OKEECHOBEE UTILITY AUTHORITY

MEETING AGENDA

August 29, 2024

5:30 P.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Agenda Additions or Deletions
3. Meeting Minutes from July 16, 2024
4. Update from Operations Director
- 5. Consent Agenda**
 6. Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project

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7. August 20th Consent Agenda
 8. Pine Ridge Park Septic Tank Abandonment
 9. OUA Vehicle Purchase
 10. Glades County Franchise Agreement
 11. Finance Report
 12. Review of the FY25 Preliminary Budget
 13. Invoice from Hinterland Group Inc – Southwest Service Area 2
 14. Paid Time Off - PTO
 15. Surplus Items
 16. Mallard Landing Emergency Manhole Replacement
 17. Mallard Landing Engineering Proposal
 18. King's Bay Water Main Extension
 19. State Road 78 West Water Main Improvements – Phase I
 20. Taylor Creek Isles Septic to Sewer Improvement Project
 21. Ozone Chiller Rental

22. Pine Ridge Park Remote Pit Controllers
23. Wastewater NW-15 Pump Station
24. WW Pump Station SCADA Upgrades
25. Capital Connection Charge Review
26. OUA Legal Services
27. Public Comments
28. Items from the Attorney
29. Items from the Executive Director
30. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

AUGUST 29, 2024

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD
September 17, 2024 – 8:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF
Monday – September 2, 2024 – Labor Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

AUGUST 29, 2024

AGENDA ADDITIONS OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

AUGUST 29, 2024

MEETING MINUTES

Attached are copies of the minutes from the meeting held on July 16, 2024.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from July 16, 2024 as presented.

OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES

Tuesday, July 16, 2024 8:00 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Nelson called the meeting to order at 8:00 A.M.

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

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

Board Members:

Harry Moldenhauer

Steve Nelson*

Tabitha Trent*

Alternates:

Melanie Anderson

Glenn Sneider*

Absent:

John Gilliland

*Voting Board Members

**Voting in John Gilliland's place

OUA Members:

John Hayford

Lauriston Hamilton

Jamie Mullis

Michelle Willoughby

Chairperson Nelson addressed Agenda Item No. 2 'Agenda Additions or Deletions' Executive Director Hayford discussed that there were two additions to the agenda item 2A, WWTF RAS Pumps and 2B. Cemetery Road WWTF Shaft Mounted Reducing Gear.

Agenda Item No. 2A. 'WWTF Ras Pumps' Executive Director Hayford discussed that the WWTF located on Cemetery Road has been having trouble finding replacement return activated sludge pumps. The pumps that were originally installed cannot be ordered so other pumps that fit in the existing pump gallery were hard to find. Executive Director Hayford discussed that staff received a quote for three Cornell pumps from R.C. Beach & Associates, Inc. in the amount of \$63,570.00. The expected delivery time in 16-18 weeks. Executive Director Hayford discussed that staff looked at pumps from three other vendors as well. Executive Director Hayford discussed that after review of all the quotes by staff, the R.C. Beach provided the pumps that will work and fit into the pump gallery with the least number of changes. Executive Director Hayford discussed that due to the continued costs of pump rentals and time delay for delivery, staff felt it best to get the pumps ordered to avoid further emergency conditions. Motion by Tabitha Trent to ratify and approve the pump purchase from R.C. Beach Associates in the amount of \$63,570.00. Second by Glenn Sneider. Vote unanimous. Motion carried.

Agenda Item No. 2B. ‘Cemetery Road WWTF Shaft Mounted Reducing Gear’ Executivedirector Hayford discussed that the WWTF Supervisor sent in a request to purchase a shaft mount speed reducer for one of the four aerators up on the contact tank. Executive Director Hayford discussed that staff supplied three quotes. Bob Dean Supply had the best quote and it was noted that delivery time is estimated to be less than two weeks. Motion by Tabitha Trent to approve the purchase of the shaft mounted reducer from Bob Dean Supply, Inc. in the amount of \$34,168.00 Second by Glenn Sneider. Vote unanimous (4-0). Motion carried.

Chairperson Nelson addressed Agenda Item No 3 **‘Meeting Minutes from June 11, 2024’** Executive Director Hayford discussed that there was an error on Agenda Item No. 3 and a corrected copy was at their place setting. Motion by Tabitha Trent to accept the Meeting Minutes from June 11, 2024 Meeting as amended Second by Glenn Sneider. Vote unanimous (4-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 4 ‘Employee Recognition’ Chairperson Nelson recognized Bobby Collins for his 5 years of service to the OUA. Bobby Collins was not present for the recognition.

Chairperson Nelson addressed Agenda Item No 5 **‘Update from Operations Director’** Jamie Mullis gave an overall update of all departments. Chairperson Nelson asked staff if the extreme heat has affected the plant operations. Executive Director Hayford informed the board that there have been no issues at this time.

Chairperson Nelson addressed Agenda Item No 6 **‘Consent Agenda’** Executive Director Hayford pulled Item No 10. Invoice from Hinterland Group, Inc. WSA Project 2 Motion by Tabitha Trent to approve the Consent Agenda as amended, pulling Item No. 10

Consent Agenda Item No 7 **‘Invoice from Sumner Engineering & Consulting, Inc– SW Wastewater Service Area Project (Part E) in the amount of \$21,835.00’**

Consent Agenda Item No 8 **‘Invoice from Sumner Engineering & Consulting, Inc– Okee-Tantie Utility System Improvements in the amount of \$4,315.94’**

Consent Agenda Item No 9 **‘Invoice from Sumner Engineering & Consulting, Inc – Consumptive Use Permit Consulting in the amount of \$1,365.00’**

Consent Agenda Item No 11 **‘Invoices from CHA – Pine Ridge Prak Utility System Upgrade - SDC in the amounts of \$28,200.60 and \$22,941.10’**

Consent Agenda Item No. 2 **‘Invoice from Holtz Consulting Engineers, Inc.– SR 78 Watermain Improvements in the amount of \$88,000’**

Consent Agenda Item No. 3 **‘Invoices from Craig A. Smith and Associates, LLC– TCI Septic to Sewer Improvement Project in the amount of \$1,500.00 and \$2,500.00’**

Consent Agenda Item No. 14 ‘Invoices from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project in the amounts of \$39,812.01 and \$78,903.35’

Consent Agenda Item No. 15 ‘Invoice from Evergreen Solutions, LLC in the amount of \$1950.00’

Consent Agenda Item No. 16 **'Invoice from Thorn Run Partners in the amount of \$3,50000'**

Consent Agenda Item No.17 **'Invoice from MacVicar in the amount of \$250.00'**
Second by Glenn Sneider Vote unanimous(4-0), motion carried.

Chairperson Nelson addressed Agenda Item No.18 **'Finance Report'** Finance Director Hamilton reviewed the Finance Report for period ending June 30 2024. Board Member Nelson asked when Open Enrollment begins. Executive Director Hayford discussed that Open Enrollment is scheduled for the first week of August. Executive Director Hayford discussed that the cost of healthcare coverage is expected to increase approximately 13%. Executive Director Hayford discussed that there will be an additional HSA plan choice added to this year's options. Motion by Harry Moldenhauer to approve the Finance Report for period ending June 30 2024 Second by Glenn Sneider Vote unanimous (4-0). Motion carried.

Chairperson Nelson addressed Agenda Item No. 19 **'Review of FY25 Preliminary Budget'** *John Hayford out at 8:14 AM.* Finance Director Hamilton that the Preliminary FY25 Preliminary Budget Package, was a deficit of \$1,660,000 *John Hayford in at 8:15 AM.* Finance Director Hamilton presented a detailed explanation of Section B, Operating Revenue. Finance Director Hamilton discussed the minimum proposed rate adjustment for FY25 is a 5% increase for Water and Wastewater Utility Revenue. Finance Director Hamilton discussed that the minimum rate adjustment being proposed will not result in the balance of the budget, but instead will require further funding of \$400,000 from the rate stabilization fund. Finance Director Hamilton discussed adjustments contributing to the reduction in deficit. Finance Director Hamilton discussed the current 75% discount on infill charges for new connections. There was a brief discussion.

Chairperson Nelson addressed Agenda Item No. 20 'Purchase of Air Conditioner – Wastewater Treatment Plant' Executive Director Hayford discussed that included in the FY24 capital budget for the WWTP were the replacement of (2) air conditioners in the amount of \$25,000.00. Executive Director Hayford discussed that the due to repeated repair and servicing of the units, the contracted technician recommended the replacement of both units. Executive Director Hayford discussed that staff had four companies to obtain quotes Emory Wlaker opted not to participate in the process. Executive Director Hayford discussed the quotes that were received from the remaining vendors. Executive Director Hayford discussed that staff recommended the purchase of both units from Michael Pollitt based on total cost, size of proposed units and unit brand. There was a brief discussion. Motion by Tabitha Trent to approve the purchase of two air conditioning units for the WWTP from Michael Pollitt, Inc. in the amount of \$21,700.00. Second by Harry Moldenhauer. Vote unanimous-04. Motion carried.

Chairperson Nelson addressed Agenda Item No. 21 'Vacuum Pump Station #2 Generator Replacement' Executive Director Hayford discussed that at the Board meeting the board took action to reject all bids received for the Vacuum Pump Station #2 Generator Replacement project. Executive Director Hayford discussed that to rebid the project the engineer of record reviewed the bid documents and adjusted as needed. Executive Director Hayford discussed that adjustments that could be made to reduce to save on bid pricing. All of the items for preview take time and effort to accomplish. Executive Director Hayford discussed that the engineer would need to recreate bid documents. There would also be another round of advertising, bid responses, bid opening and tabulation. Executive Director Hayford discussed that the revision is for approximately 90 hours of work by CHA. There was a

brief discussion. Motion by Harry Moldenhauer to approve the Engineering Scope Revision No. 4, Revision 1 to Task Order #13 for the rebid of Vacuum Station No. 2 Generator Replacement in the amount of \$12,000.00 to CHA Solutions. Second by Tabitha Trent. Vote unanimous (4-0) Motion carried.

Chairperson Nelson addressed Agenda Item No. 22 Engineering Scope Revision for Pine Ridge Park Septic to Sewer Project. Executive Director Hayford discussed that the project has missed both the substantial and final completion dates. Executive Director Hayford discussed that as of June 28, 2024, it appears that Hinterland Group, Inc has reached substantial completion, however an official completion notice has not been issued. Executive Director Hayford discussed that as of the meeting today, the project will be 122 calendar days late for final completion. Executive Director Hayford discussed that due to the extended project time, the engineer of record has had to spend additional time on project requirements. Executive Director Hayford discussed that the engineer has exceeded their allotted time under the current engineering agreement. The engineer has signed a Not to Exceed agreement as a backup to cover their expected fees. Executive Director Hayford discussed that a revision for additional hours of work by the engineer are at no fault of the engineer or OUA. Executive Director Hayford discussed that some of the additional expenses may be able to be recovered from retainage. There was a brief discussion by Glenn Sneider to approve the Engineering Scope Revision No. 5 to Task Order #10 for the Pine Ridge Park Utility Improvements project for a not to exceed amount of \$30,000.00 to CHA Solutions. Second by Tabitha Trent. Vote unanimous (4-0). Motion carried.

Chairperson Nelson addressed Agenda Item No. 23 ‘SWSA Vacuum Sewer Project Engineering Fees’ Executive Director Hayford discussed that the OUA and Sumner Engineering & Consulting Inc entered into an agreement on or about March 8, 2021. The agreement was for engineering services for the SWSA Project– Vacuum Collector System design, permitting and construction services. Executive Director Hayford discussed that the contractor between the OUA and the contractor allowed for 731 calendar days for construction to reach substantial completion, with 775 calendar days to reach final completion. The engineering services agreement allowed for 36 months (1,095 days) as the time for engineering services. Executive Director Hayford discussed that based on the start date of March 8, 2021, to the project date of May 12, 2025, total is 525 days, or 430 days more than the time allowed by the engineering services agreement. Jeff Sumner from Sumner Engineering & Consulting, Inc to discuss the modification to the agreement. There was a brief discussion. Motion by Tabitha Trent to approve the Amendment to the Owner-Engineer Agreement requesting a fee adjustment of \$294,840.00 and 479 days in contract time. Second by Glenn Sneider. Vote unanimous (4-0) Motion carried.

Chairperson Nelson addressed Agenda Item No. 24 ‘TCI Septic to Sewer Project’ Executive Director Hayford discussed that on July 11, 2024 the OUA received bids on the Taylor Creek Septic to Sewer Project. Executive Director Hayford discussed that there were two bids received. One from Wind River Environmental, LLC in the amount of \$177,503.26 and one from PRP Construction, LLC in the amount of \$179,010.00. Executive Director Hayford discussed that the engineer, Craig A. Smith & Associates estimated \$200,000.00 for the project. Executive Director Hayford discussed that the bids included all attachments as required. Executive Director Hayford discussed that this project is to connect approximately 15 homes to the OUA sewer system in Taylor Creek. The contractor will pump out, crush and backfill the septic tanks, install piping from the house to the streetside connection on the OUA sewer piping and provide restoration. Executive Director Hayford discussed that this project will be funded by FDEP Grant WG105 OSTDS. Executive Director Hayford discussed that staff received verbal

recommendation. Staff is waiting on formal written recommendation by CAS. There was a brief discussion. Motion by Tabitha Trent to approve the award to Wind River Environmental, LLC for the TCI Septic to Sewer Project in the amount of \$177,503.26 contingent upon receiving written recommendation by the Engineer. Second by Glenn Sneider. Vote unanimous. Motion carried.

Glenn Sneider out at 9:13 A.M.

Chairperson Nelson addressed Agenda Item No. 25 **'Public Comments'** There were none.

Chairperson Nelson addressed Agenda Item No. 26 **'Items from the Attorney'** There were none.

Chairperson Nelson addressed Agenda Item No. 27 **'Items from the Executive Director'** Executive Director Hayford gave an update on current projects. Executive Director Hayford discussed that the Glades County Commissioners expected to present at the August 20, 2024 board meeting. Executive Director discussed that interviews will be conducted this week for the Assistant Executive Director.

Chairperson Nelson addressed Agenda Item No. 28 **'Items from the Board'** There were none.

There being no other business, meeting adjourned at 9:17 A.M.

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

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

APRIL 16, 2024

UPDATE FROM OPERATIONS DIRECTOR

OPERATIONS DIRECTOR
DEPARTMENT SITE VISITS
MONTHLY BOARD MEETING UPDATES
Tuesday 8-20-2024
Site visits 7-18-24 thru 8-15-24

SWTP : General Maintenance
Chiller rental quotes
Normal Operations

Maintenance : July Safety Training SE-8 Lift Station 7-18-24, Mobile Generator hook up to lift station
General water & sewer maintenance
Lift station pump & junction box repairs

WWTP : Dirt work & hydro-seed complete at WWTP front ROW berm
General Plant Maintenance
Still advertising for WWTP Asst. Supervisor

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

AUGUST 29, 2024

CONSENT AGENDA

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:
 6. Invoice from Kimley Horn and Associates, Inc. – Lakeview Estates Permit Renewal

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

AUGUST 29, 2024

CONSENT AGENDA

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

Please find attached invoice in the amount of \$1,071.50 submitted by Kimley Horn and Associates, Inc. Staff is aware of the work currently being done CHA and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$1,071.50 to Kimley Horn and Associates, Inc.

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520</p>
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OKEECHOBEE UTILITY AUTHORITY
 ATTN: JOHN HAYFORD
 OUA
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

Federal Tax Id: 56-0885615
 For Services Rendered through Jul 31, 2024

Invoice Amount: \$1,071.50

Invoice No: 28852290
 Invoice Date: Jul 31, 2024
 Project No: 241093001.1
 Project Name: LAKEVIEW ESTATES RENEWAL
 Project Manager: BLUM, BRENDON
 Client Reference: MSA180123
 PO# 0000011875

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 01 REVIEW REPORTS AND DATA	0.00	100.00%	0.00	0.00	0.00
TASK 02 SITE VISIT	2,448.00	100.00%	2,448.00	2,448.00	0.00
TASK 03 PERMIT APPLICATION PACKAGE	9,030.00	95.00%	8,578.50	8,127.00	451.50
TASK 04 PERMIT SUBMITTAL	1,240.00	50.00%	620.00	0.00	620.00
TASK 05 RESPOND TO ONE RAI	3,600.00	0.00%	0.00	0.00	0.00
Subtotal	16,318.00	71.37%	11,646.50	10,575.00	1,071.50
Total LUMP SUM					1,071.50

DESCRIPTION OF SERVICES PERFORMED:
 DRAFT OMPR AND CAR IN PROGRESS

Total Invoice: \$1,071.50

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

AUGUST 20, 2024

AUGUST 20TH CONSENT AGENDA

The OUA Board meeting scheduled for August 20th was rescheduled for August 29th due to a lack of a quorum. OUA reached out to OUA Board members by email asking if the each OUA Board member was in favor of staff approving the payment of all consent agenda items that were scheduled for consideration at the August 20th meeting. Eventually, four favorable responses were received and OUA staff proceeded with the payment. The listing of items to be paid is attached.

Staff is requesting ratification of the prior approval to pay those items listed in the August 20th Consent Agenda.

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

AUGUST 20, 2024

CONSENT AGENDA

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:
 6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 7. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 8. Invoice from Sumner Engineering & Consulting, Inc. – Consumptive Use Permit Consulting
 9. Invoice from Hinterland Group, Inc. – SWSA Project 2
 10. Invoice from Holtz Consulting Engineers, Inc. – SR 78 Watermain Improvements
 11. Invoice from Holtz Consulting Engineers, Inc. – Kings Bay Watermain Extension
 12. Invoice from Kimley Horn and Associates, Inc. – Treasure Island Septic to Sewer Project
 13. Invoice from Kimley Horn and Associates, Inc. – Lakeview Estates Permit Renewal
 14. Invoices from Anderson Andre Consulting Engineers, Inc. – SWSA Project 2 Vacuum Collection System
 15. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Improvements
 16. Invoice from Thorn Run Partners
 17. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

AUGUST 29, 2024

PINE RIDGE PARK SEPTIC TANK ABANDONMENT

Hinterland Groups, Inc., has submitted a request to provide additional services to connect eleven homes up to the new Pine Ridge Park sewer system. HGI has identified that there is concrete, AC pads, electrical cables and other such home site conflicts.

OUA staff and the engineer have confirmed there are some conflicts (concrete slabs, carports and patios) and do believe that the contractor is due some compensation for time and money.

To that end, the contractor has provided a cost estimate (\$52,774.11) and time adjustment (11 days) for consideration. The cost adjustment will be taken out of line item #32 Miscellaneous Work Allowance (contingency) and will not increase the contract price. Allowance Authorization No. 5 will be used to adjust bid line item #32. As far as the time, that can only be dealt with by change order.

After review and discussion, OUA staff recommends approval of Allowance Authorization for \$52,774.11.

After review and discussion, OUA staff recommend approval of Change Order for an additional eleven (11) calendar days to the contract.



August 19th, 2024
400-089.03

(Sent via email to jramirez@hinterlandgroup.com)

Mr. Joshua Ramirez
Hinterland Group
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Dear Mr. Ramirez:

Reference: Contract Modification Number 4
Pine Ridge Park Utility Improvements
Okeechobee Utility Authority

Attached is Contract Modification Number 4 for the above referenced project. Contract Modification Number 4 addresses the change in contract schedule, the addition of 11 days, for septic tank abandonments associated with Proposed Change Order (PCO) #13.

Please review the enclosed documents and have the appropriate Hinterland Group, Inc. personnel sign where indicated for Contractor at the lower right of the Change Order document. Once you have completed your review and these documents have been signed, return a scanned copy to our office. We will forward the documents to the Okeechobee Utility Authority for their review and approval.

If you have any questions or require additional information pertaining to this project, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Doug Hammann". The signature is fluid and cursive.

Doug Hammann, P.E.

Encl.

**CONTRACT MODIFICATION
(CHANGE ORDER)**

DATE: August 19, 2024

PROJECT NO: 235-006.03

CONTRACTOR MODIFICATION NO: 4
 OWNER: Okeechobee Utility Authority
 PROJECT: Pine Ridge Park Utility Improvements
 CONTRACTOR: Hinterland Group, Inc.

The following modifications to the Contract are hereby ordered:

This contract modification has been prepared to provide a change in the contract schedule for the addition of project scope. The following table summarizes the items related to the addition in project scope.

Description of Work	Quantity	Unit Price	Total Price
N/A	N/A	N/A	N/A
<i>Subtotal Above</i>			<i>N/A</i>
Original Bid Price			\$5,143,000.00
Previous Change Orders			(\$43,456.66)
This Change Order			(\$0.00)
Revised Bid Price			\$5,099,543.34

TOTAL AMOUNT THIS CONTRACT MODIFICATION = (\$0.00)

<u>CONTRACT AMOUNT</u>		<u>CONTRACT TIME (CALENDAR DAYS)</u>	
Original	\$5,143,000.00	Original	455
Previous Change Orders (-/+)	(\$43,456.66)	Previous Change Orders (-/+)	181
This Change Order (-/+)	(\$0.00)	This Change Order (-/+)	11
Revised Contract Amount	\$5,099,543.34	Revised Contract Amount	647

OWNER

OUA
100 SW 5th Avenue
Okeechobee, FL 34974-4421

By: 

Date: 8/21/24

ENGINEER

CHA Consulting, Inc.
4700 Riverside Drive, Ste 110
Coral Springs, FL 33067

By: 

Date: 8/19/2024

CONTRACTOR

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

By: _____

Date: _____



Change Order Proposal

To: Okeechobee Utility Authority
Attn: Stephanie Dortz, CHA Companies

Date: July 25, 2024
Revised: August 16, 2024
Proposal No: 013R3
HG Project No: 22-0039 00

Project: Okeechobee Utility Authority: Pine Ridge Park Utility System Improvements

Description:

This Charge Order Proposal covers the costs associated abandoning the Septic Tanks under each home with flowable fill in each tank, plumbing through each tank to the private side clean out, and installing concrete section per below addresses listed in the Qualification section.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
No. 01	Each tank per attached scope	7	EA	\$4,387.58	\$30,713.06	
No. 02	Each tank per attached scope with Concrete patch not to exceed 50 Sq ft Each.	4	EA	\$4,887.00	\$19,548.00	
Qualifications:						
						11 Days
					Overhead and Profit for Sub 5%	\$2,513.05
					Total	\$52,774.11

Time covers the abandonment of the tanks with flowable fill.

1073 Ne 30th Ave. ---No concrete patch needed.

853 Ne 30th terrace. --- No concrete patch needed.

1037 Ne 30th terrace. ---No concrete patch needed.

907 Ne 31st terrace. --- 3x3 concrete patch under carport.

1036 Ne 30th terrace. ---3x3 concrete patch under carport.

876 Ne 30th Ave. --- No concrete patch under carport.


906 Ne 30th Ave. --- No concrete patch.

973 Ne 30th Ave. --- No access.septic inside shed. I don't believe it needs a concrete patch.

907 Ne 30th Ave. --- 3x3 concrete patch under carport.

876 NE NE 31st terrace. --- No concrete patch under carport.

1072 Ne 29th terrace. ---3x12 concrete patch.

Accepted By:  8/21/24

Accepted Date: 08/21/24



COOKE'S

PLUMBING & SEPTIC

PROPOSAL

DATE
7/22/2024

CUSTOMER NAME & ADDRESS
Hinterland Group C/O Joshua Ramirez 2051 West Blue Heron Boulevard Riviera Beach, FL 33404

JOB ADDRESS

SCOPE OF WORK

- Locate and expose the septic tank
- Pump the septic tank prior to the job starting
- Pump and wash for abandonment
- Enter tank using confined space protocols to connect plumbing
- Abandon tank
- Backfill the septic tank with Flow-able Fill
- Removal of septic tank and / or Drainfield is not included in this proposal. At customer request we will provide an estimate for the removal of the old drainfield

- This proposal is valid for 30 days.
- All work will be done in accordance to State & Local Plumbing Codes
- Total does not include any additional work required after inspection
- Deposit is non refundable
- 50% deposit required

TOTAL
~~\$4387.58~~

Customer name

Customer signature

Date

Exclusions & Limitations

1. Cooke's Plumbing & Septic Company reserves the right to refuse or to stop the job at any time due to unsafe or due to unforeseen conditions that may change the scope of work, Cooke's Plumbing & Septic Company will evaluate the conditions and submit a proposal to solve the problem, work will continue after the customer's representatives and Cooke's Plumbing & Septic Company representatives have come to an agreement. If no agreement can be reach Cooke's Plumbing & Septic Company will collect payment for the portions of the work completed up to the time the job stops, and the customer agrees to hold Cooke's Plumbing & Septic Company harmless, and no penalties will apply to Cooke's Plumbing & Septic Company.
2. Cooke's Plumbing & Septic Company will try to minimize the damaged to the job site, but will not be responsible for grass, pavement, concrete, tile, drywall and grout after the job is complete
3. Any additional work possibly required after inspection will be charged in addition to this proposal.
4. The soil will be disturbed and it will take some time to return to the previous grade.
5. If needed, any delivery of sand or any other extra materials will be charged in addition to this proposal.
6. This proposal is only for the scope of work described above
7. ***Customer responsible for any Fence removal and installation***
8. ***Cooke's is not responsible for damage to irrigation lines, driveways, sidewalks, culverts or swales by equipment in order to gain access to the job location. All wells and/or water lines must be installed and clearly marked prior to the start of installation.***

Initial

WARRANTY

- The proposed septic system is warranted for **1 year (1)** from the date of installation provided that the system does not exceed permitted use by property owner.
- If applicable, sump pump & warning device each have a one year manufacturer warranty.
- .Manufacturer's warranty on parts
- No warranty on customer provided Fixture or Parts

Initial

PAYMENTS & CONDITIONS

- 50% deposit upon approval of this proposal
- Balance due upon completion of the job
- .5% late fee / month + legal fees will apply to unpaid balance
- 10% or \$35.00 (whichever is greater) Service charge will apply on all returned checks

Initial

CHANGES TO PROPOSAL

Any unforeseen problems delaying the timely completion of the job may incur an additional charge.

Initial

NOTICE TO OWNER

Under Florida law, your failure to make sure that **Cooke's Plumbing & Septic Company** is paid may result in a lien against your property and you paying double. To avoid a lien and paying double, you **MUST** obtain a written release from us every time you pay your contractor. **RECOGNIZE** that this Notice to Owner may result in a lien against your property.

Initial

EDIT NOTICE

Any edits or changed to this proposal by the customer or his/ her representative must be reviewed and counter signed by **Cooke's Plumbing & Septic Company** before final approval.

Initial

If you have any questions regarding this proposal or any other quality work OR service **Cooke's Plumbing & Septic Company** provides, please do not hesitate to contact our office **772-287-0651**

Sincerely,

Carlos Ayala

Senior Service Technician

ACCEPTED AND APPROVED BY:

Please print or type name

Authorized Signature

Date

ALLOWANCE AUTHORIZATION

Project: <u>Pine Ridge Park Utility Improvements</u>	Authorization No.: <u>6</u>
	From: <u>CHA Consulting, Inc.</u>
To: <u>Hinterland Group, Inc.</u>	Date: <u>August 19, 2024</u>
<u>2051 West Blue Heron Blvd</u>	CHA Project No.: <u>235-006.03</u>
<u>Riviera Beach, Florida 33404</u>	Client Project No.: <u>-</u>

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

AA#6 is the cost associated for Change Order Proposal (PCO) #13. See attached PCO for description of work to perform under this allowance authorization and attached is the cost breakdown.


No additional time is to be considered through this Allowance Authorization. Any additional time request must be submitted following contract documents and approved via change order.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$ <u>400,000.00</u>
Allowance Expenditures prior to this Authorization	\$ <u>129,844.50</u>
Allowance Balance prior to this Authorization	\$ <u>270,115.50</u>
Allowance will be [increased] [decreased] by this Authorization	\$ <u>52,774.11</u>
New Allowance Balance	\$ <u>217,381.39</u>


APPROVAL RECOMMENDED

CHA Consulting, Inc.

 8/19/24
By Date

OWNER APPROVAL

Okeechobee Utility Authority

Owner  8/21/24
By Date

CONTRACTOR ACCEPTANCE

Hinterland Group, Inc.

Contractor

By Date

Attachments

Copies: Owner Contractor Consultants _____ _____ _____ File



Change Order Proposal

To: Okeechobee Utility Authority
Attn: Stephanie Bortz, CHA Companies

Date: July 25, 2024
Revised: August 16, 2024
Proposal No: 013R3
HG Project No: 22-0039-00

Project: Okeechobee Utility Authority: Pine Ridge Park Utility System Improvements

Description:

This Change Order Proposal covers the costs associated abandoning the Septic Tanks under each home with flowable fill in each tank, plumbing through each tank to the private side clean out, and installing concrete section per below addresses listed in the Qualification section.

Table with 7 columns: Item #, Description, Qty, Unit, Unit Price, Extended Price, Additional Time. Includes rows for items No. 01 and No. 02, and a summary row for Overhead and Profit for Sub 5% with a total of \$52,774.11.

Qualifications:

Time covers the abandonment of the tanks with flowable fill.

1073 Ne 30th Ave. — No concrete patch needed.

853 Ne 30th terrace. — No concrete patch needed.

1037 Ne 30th terrace. — No concrete patch needed.

907 Ne 31st terrace. — 3x3 concrete patch under carport.

1036 Ne 30th terrace. — 3x3 concrete patch under carport.

876 Ne 30th Ave. — No concrete patch under carport.

906 Ne 30th Ave. — No concrete patch.

973 Ne 30th Ave. — No access. septic inside shed. I don't believe it needs a concrete patch.

907 Ne 30th Ave. — 3x3 concrete patch under carport.

876 NE NE 31st terrace. — No concrete patch under carport.

1072 Ne 29th terrace. — 3x12 concrete patch.

Accepted By: [Signature]

Accepted Date:



PROPOSAL

DATE
7/22/2024

CUSTOMER NAME & ADDRESS
Hinterland Group C/O Joshua Ramirez 2051 West Blue Heron Boulevard Riviera Beach, FL 33404

JOB ADDRESS

SCOPE OF WORK	
<ul style="list-style-type: none"> • Locate and expose the septic tank • Pump the septic tank prior to the job starting • Pump and wash for abandonment • Enter tank using confined space protocols to connect plumbing • Abandon tank • Backfill the septic tank with Flow-able Fill • Removal of septic tank and / or Drainfield is not included in this proposal. At customer request we will provide an estimate for the removal of the old drainfield 	
<ul style="list-style-type: none"> • This proposal is valid for 30 days. • All work will be done in accordance to State & Local Plumbing Codes • Total does not include any additional work required after inspection • Deposit is non refundable • 50% deposit required 	<p style="text-align: right;">TOTAL \$4387.58</p>

Customer name
Customer signature
Date

Exclusions & Limitations

1. Cooke's Plumbing & Septic Company reserves the right to refuse or to stop the job at any time due to unsafe or due to unforeseen conditions that may change the scope of work, Cooke's Plumbing & Septic Company will evaluate the conditions and submit a proposal to solve the problem, work will continue after the customer's representatives and Cooke's Plumbing & Septic Company representatives have come to an agreement. If no agreement can be reach Cooke's Plumbing & Septic Company will collect payment for the portions of the work completed up to the time the job stops, and the customer agrees to hold Cooke's Plumbing & Septic Company harmless, and no penalties will apply to Cooke's Plumbing & Septic Company.
2. Cooke's Plumbing & Septic Company will try to minimize the damaged to the job site, but will not be responsible for grass, pavement, concrete, tile, drywall and grout after the job is complete
3. Any additional work possibly required after inspection will be charged in addition to this proposal.
4. The soil will be disturbed and it will take some time to return to the previous grade.
5. If needed, any delivery of sand or any other extra materials will be charged in addition to this proposal.
6. This proposal is only for the scope of work described above
7. **Customer responsible for any Fence removal and installation**
8. **Cooke's is not responsible for damage to irrigation lines, driveways, sidewalks, culverts or swales by equipment in order to gain access to the job location. All wells and/or water lines must be installed and clearly marked prior to the start of installation.**

Initial

WARRANTY

- The proposed septic system is warranted for **1 year (1)** from the date of installation provided that the system does not exceed permitted use by property owner.
- If applicable, sump pump & warning device each have a one year manufacturer warranty.
- Manufacturer's warranty on parts
- No warranty on customer provided Fixture or Parts

Initial

PAYMENTS & CONDITIONS

- 50% deposit upon approval of this proposal
- Balance due upon completion of the job
- .5% late fee / month + legal fees will apply to unpaid balance
- 10% or \$35.00 (whichever is greater) Service charge will apply on all returned checks

Initial

CHANGES TO PROPOSAL

Any unforeseen problems delaying the timely completion of the job may incur an additional charge.

Initial

NOTICE TO OWNER

Under Florida law, your failure to make sure that **Cooke's Plumbing & Septic Company** is paid may result in a lien against your property and you paying double. To avoid a lien and paying double, you **MUST** obtain a written release from us every time you pay your contractor. **RECOGNIZE** that this Notice to Owner may result in a lien against your property.

Initial

EDIT NOTICE

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Initial

If you have any questions regarding this proposal or any other quality work OR service **Cooke's Plumbing & Septic Company** provides, please do not hesitate to contact our office **772-287-0651**

Sincerely,

Carlos Ayala

Senior Service Technician

ACCEPTED AND APPROVED BY:

Please print or type name

Authorized Signature

Date

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

AUGUST 29, 2024

OUA VEHICLE PURCHASE

The OUA has searched and interviewed multiple people for the recently created Assistant Executive Director position. The OUA recently made a selection, offered the position and the individual accepted with a began work with the OUA on August 26th.

At the September 2023 OUA Board meeting, the Board authorized the purchase of a FORD Hybrid Maverick from Gilbert FORD for \$26,495. The vehicle was ordered and finally delivered in July 2024.

The new assistant director will need a vehicle and Gilbert FORD was asked if they had a second vehicle on the lot similar to the earlier order. The salesperson stated they did not and would need to place an order with an expected delivery time of 4 – 6 months. Recently, Vero Beach FORD contacted the OUA stating they had a Hybrid Maverick available like the one that was requested earlier in the year. Vero Beach stated the price was \$27,015.00, or about 2% higher and they could hold it till the August 20th meeting.

The OUA Board meeting scheduled for August 20th was rescheduled for August 29th due to a lack of a quorum. OUA reached out to OUA Board members by email asking if the each OUA Board member was in favor of staff approving the purchase of the vehicle. By the time four favorable responses came in, the dealership could not hold the vehicle and it was sold. They said another vehicle may be available in the next week or two.

The dealership did call and a similar truck could be had for a slight price increase to \$27,560, up \$545.00 from the previous quote.

Since staff had the previous approval for nearly the same pricing, staff is still in favor of the purchase of this vehicle from Mullinax of Vero Beach for \$27,560.

Staff is requesting ratification of the prior approval to purchase the FORD Maverick Hybrid truck from Mullinax FORD of Vero Beach for \$27,560.00.



Date/Time: Aug 22, 2024 02:26 PM
Buyer: Okeechobee Utilities **Salesperson:** Vernon Lloyd
Phone:
Phone:
Address: 100 SW 5TH AVE.
 OKEECHOBEE, FL 34974

2024 Ford Maverick, Body Type: Crew Cab Pickup KB13039H
 Color: Oxford White, 8 Miles VIN:3FTTW8A39RRB13039

Cash	Balance Due
\$ Down	
\$0	\$27,560

Price Before Discount	\$27,560.00
Savings	\$0.00
Selling Price	\$27,560.00
Rebates	\$0.00
Price After Rebate	\$27,560.00
Trade Value	\$0.00
Sub Total	\$27,560.00
Total Taxes	\$0.00
NO DEALER FEE	\$0.00
Tag & Registration	\$0.00
Trade Payoff	\$0.00
Cash Down	\$0.00
Total Amount Due	\$27,560.00

X

X

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution acceptance and are negotiable. This quote is valid today.

HRM-006779 FL

9-NORMAL, NB, 106779, RE071 3193

UTC | | | U | W | FL | | | | |
 CERT | CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXPL | ROTA

000000
 2572/5955

3FTTW8A39 RRB13039 NB

GU13



ford.com

VEHICLE DESCRIPTION
MAVERICK

2024 XL FWD
 121" WHEELBASE
 2.5L HYBRID ENGINE
 AUTO CV TRANSMISSION

EXTERIOR
 OXFORD WHITE
 INTERIOR
 BLACK ONYX-MED DK SLATE TRI

RR B13039

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- CONFIGURABLE DAYTIME RUNNING LAMPS
- DOOR HANDLES - BLACK
- EASY FUEL® CAPLESS FILLER
- FLEXBED™ STORAGE SYSTEM
- GRILLE - BLACK MESH
- HEADLAMPS-LED AUTO HI-BEAM
- HEADLAMPS-LED AUTO ON/OFF
- MANUAL LOCKING TAILGATE
- WIPERS- INTERMITTENT

INTERIOR

- 1-TOUCH DOWN DRIVER WINDOW
- 2ND ROW BENCH FLIP-UP W/ UNDER-SEAT STORAGE
- 4.2" PRODUCTIVITY SCREEN
- CLOTH BENCH REAR SEAT
- MANUAL A/C, SINGLE ZONE
- MAP POCKETS-PASSENGER
- POWER LOCKS AND WINDOWS
- POWERPOINTS - 12V
- ROTARY GEAR SHIFT DIAL W/ SELECTABLE DRIVE MODES
- TILT/TELESCOPE STR COLUMN
- USB A AND C
- VINYL SOFT CONSOLE LID

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- 8.0" CTR STACK TOUCHSCREEN
- AM/FM STEREO W/6 SPEAKERS
- APPLE CARPLAY™ AND ANDROID AUTO™
- BATTERY SAVER FEATURE
- CRUISE CONTROL
- ELECTRIC PARKING BRAKE
- ELECTRONIC PWR ASST STEER
- FORDPASS™ CONNECT
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- REMOTE START- FORDPASS APP

SAFETY/SECURITY

- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- LATCH CHILD SAFETY SYSTEM
- SECURILOCK® ANTI-THEFT SYS
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID UNIQUE COMPONENTS IF EQUIPPED

INCLUDED ON THIS VEHICLE
 EQUIPMENT GROUP 100A

(MSRP)

- OPTIONAL EQUIPMENT/OTHER**
- 4001-633R01/01/23 XW466Y
 - 2.5L HYBRID ENGINE
 - AUTO CV TRANSMISSION
 - FULL SIZE SPARE TIRE
 - FORD CO-PILOT360
 - 50 STATE EMISSIONS

1,500.00
 NO CHARGE
 NO CHARGE
 650.00
 NO CHARGE

PRICE INFORMATION

BASE PRICE	\$23,815.00
TOTAL OPTIONS/OTHER	2,150.00
TOTAL VEHICLE & OPTIONS/OTHER	25,965.00
DESTINATION & DELIVERY	1,595.00

(MSRP)

TOTAL MSRP \$27,560.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
 RE071 N RB 2X 425 006779 05 07 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
37 MPG
 combined city/hwy
42 city
33 highway
2.7 gallons per 100 miles

Small Pickup Trucks range from 18 to 37 MPG. The best vehicle rates 140 MPG.

You save \$2,500
 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$1,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



This vehicle emits 237 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

3FTTW8A39RRB13039



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FordPass Connect™

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
 - Remotely start, lock and unlock your vehicle.
 - Locate your vehicle and check approximate fuel range.
 - Receive vehicle health alerts.
- Activate 4G LTE Wi-Fi Hotspot
 - New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
 - Connect up to ten Wi-Fi-equipped devices.

*Compatible with select smartphones. FordPass Connect™ service requires Data App Remote for more information. Connected service and related vehicle functionality is subject to compatible AT&T network availability. Existing technology/vehicle networks may affect functionality and availability on certain geographic locations, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

SCAN OR TEXT 3FRB13039 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

AUGUST 29, 2024

GLADES COUNTY FRANCHISE AGREEMENT

Glades County has prepared the attached franchise agreement. OUA staff and OUA Board attorney have edits involving either proposed added language in **BOLD red** or in ~~strike through~~ text showing as suggested elimination.

Mr. Tim Stanely was invited to attend the meeting today, but he stated he had a prior commitment (election day).

Of particular concern is the franchise service area, will it remain as before or will it stop at the SFWMD service road.

This item is provided for discussion and direction.

ORDINANCE NO. 2024-_____

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE TO OKEECHOBEE UTILITY AUTHORITY, TO CONSTRUCT, OPERATE AND MAINTAIN A POTABLE WATER AND WASTEWATER SANITARY SEWER SYSTEM IN A PORTION OF THE UNINCORPORATED AREA OF GLADES COUNTY; SETTING FORTH CONDITIONS AND PRIVILEGES ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR RATES AND CHARGES, AND FOR SERVICE STANDARDS; PROHIBITING THE USE OF INDIVIDUAL POTABLE WATER AND WASTEWATER SANITARY SEWER SYSTEMS WITHIN THE FRANCHISE AREA; PROVIDING FOR WATER AND SEWER CONNECTIONS AND PENALTIES FOR THE VIOLATION OF SUCH PROVISIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Glades County, Florida, may grant public potable water and wastewater sanitary sewer franchises within the limits of the abovementioned county, and

WHEREAS, Okeechobee Utility Authority ("Authority"), an independent special ~~district utility authority~~ created by an interlocal agreement between the City of Okeechobee, Okeechobee County and Okeechobee Beach Water Association under the provisions of Chapter 163, Florida Statutes, has requested the Board of County Commissioners of Glades County, Florida, (hereinafter referred to as the "Board"), to grant unto it an exclusive franchise for a public potable water and wastewater sanitary sewer system to be operated within Glades County, Florida; and

WHEREAS, the Authority, as successor to Okeechobee Beach Water Association, presently owns potable water & wastewater facilities and infrastructure and is furnishing potable water & wastewater service to customers in the Buckhead Ridge area of Glades County; and

~~WHEREAS, the Authority has entered into an agreement with the owner and developer of the real property in Glades County that is commonly referred to as Lakefront Estates in the Buckhead Ridge area of the County for the Authority's~~

~~provision of potable water and wastewater sanitary sewer services to the Lakefront Estates development; and (not at this time)~~

WHEREAS, the Authority is conducting its potable water and wastewater sanitary sewer system and services under the authority of a franchise agreement between Okeechobee Beach Water Association and Glades County that expired on May 24, 2023; and

WHEREAS, the Board has agreed to grant unto the Authority an exclusive franchise for a public potable water and wastewater sanitary sewer system within the geographic area of Glades County, Florida, described in Exhibit A attached hereto (hereinafter referred to as the “Franchise Area”).

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Glades County, Florida, as follows:

Section 1 - Recitals. The above recitals are true and correct and are incorporated herein and made a part hereof as though fully set forth below.

Section 2 - Authority. This Ordinance is enacted pursuant to the provisions of Chapter 125 and Chapter 163, Florida Statutes, the Glades County Code and other applicable provisions of the law.

Section 3 – Grant of Exclusive Franchise and Franchise Terms. There is hereby granted to the Authority for a period of _____ (____) years from the date hereof, an exclusive franchise to construct, operate and maintain a public potable water and wastewater sanitary sewer system (hereinafter sometimes referred to as a “water and sewer system”) within the Franchise Area located within Glades County, Florida, more specifically described in Exhibit A attached hereto and made a part hereof, which is generally described as being one and one-half (1 1/2) miles on either side of State Road 78 between the Kissimmee River and Indian Prairie Canal, and in connection therewith, to construct, maintain, and repair potable water and wastewater sanitary sewer lines, conduits, hydrants, manholes, service pipes, lift stations and any and all other items necessary for the purpose of conducting and distributing potable water and for the purpose of the collection, transmission, treatment and disposal of sanitary wastewater in the Franchise Area; to make **meters and sewer lateral connections at the right -of way available for** housing and building connections upon, along, in and under the roads, streets, alleys, easements and any other public places in the Franchise Area, ~~subject to the written pre-approval of the County~~; to repair, replace, enlarge or extend the same; and to carry on the business of furnishing potable water and collecting and transmitting sanitary wastewater in said Franchise Area for a consideration, subject to the conditions of this Ordinance and the franchise granted herein.

Section 4. For the purpose of carrying into effect the privileges and purposes granted by this Ordinance and the franchise granted herein, the Authority is hereby authorized to make all reasonably necessary excavation in said roads, streets, alleyways and public grounds ("right of ways") situated in the Franchise Area ~~subject to the written pre-approval of the Board to be exercised in the Board's reasonable discretion.~~ The facilities of the Authority shall be located or relocated and erected by the Authority at the Authority's sole expense, and at no expense to the County, so as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and, in all cases, to provide reasonable egress from and ingress to abutting property. The location or relocation of all facilities of the Authority shall be made ~~in compliance with such rules and regulations and written pre-approval as are now or may hereafter be imposed by the Board, in the Board's reasonable discretion,~~ so that all public improvements in the right of ways shall remain in at least as good of a condition as the public improvements were in immediately prior to the Authority's work in the right of ways. To clarify, the Authority shall, at the Authority's expense and as soon as is reasonable and as early as is practicable, restore and repair all right of ways and improvements thereon in at least as good of a condition as the right of ways and improvements thereon were in immediately prior to the Authority's installation of the Authority's improvements in the right of way.

Section 5. The Authority and its successors and assigns shall at all times be limited in its charges for services furnished in accordance with its franchise that are sufficient to maintain and operate said water and sewer system with an allowance for maintenance and operation of the Authority and with an allowance for the replacement of equipment and with an allowance for all debt service and related expense and with an allowance for the reasonable depreciation of the water and sewer system serving the Franchise Area which will include all pipe lines, valves, storage tanks, machinery, buildings and equipment and, in general, all parts and portions of the water and sewer systems in their entirety and the Authority shall have the right and power to fix and make effective such rates as are reasonable, sufficient and compensatory, after taking into consideration the matters herein referred to; ~~however, the Authority shall not have the power or authority to increase any rates or charges for water or sewer services in the Franchise Area until the Board pre-approves such increases, in writing, in the Board's reasonable discretion.~~

Any tax or charge imposed by any governmental authority on the Authority which is a tax imposed solely because the Authority is a utility, as distinguished from other individuals, corporations or business in general, may be apportioned among the consumers as a direct tax upon the consumers but only to the extent the tax is directly related to the Authority's provision of services to the Authority's customers located in the Franchise Area. ~~The apportionment and imposition of any such tax on the~~

~~customers in the County can only be imposed upon the written pre-approval of the Board with said approval to not be unreasonably withheld by the Board.~~

Section 6. The Authority hereby specifically agrees that it will, at all times, comply with all laws, including this Ordinance ~~and other applicable County ordinances,~~ and all applicable permits and all rules and regulations of all appropriate legal authorities and agencies.

Section 7. The Authority shall continue to provide the franchise services it is currently providing to property owners (customers) in the Franchise Area at the same utility service rates it is currently charging **all other Authority customers** . ~~until such time as the Authority requests a utility service rate change that must be pre-approved, in writing, by the Board in the Board's reasonable discretion.~~ In the event any property owners in the Franchise Area who are not currently customers of the Authority want to become new customers of the Authority, the Authority is authorized to charge a reasonable fee to the new customer to cover/defray the cost of the Authority's construction of new franchise facilities and improvements to provide the connection of the new customer's property to the franchise services for the new customer. After the installation and connection of the new customer's improvements to the Authority's facilities and after the new customer has paid the Authority's reasonable connection fee to cover/defray the Authority's costs of providing (connecting) the franchise services to the new customer's property, the new customer will pay the same franchise rates and fees that are paid by other **Authority customers** in the Franchise Area. The Authority may require a new customer to pay reasonable sums for service availability or reasonable deposits or reasonable contributions in aid of construction to help defray the cost of facilities which will be used and useful in furnishing service, or any combination thereof, which will be evidenced by refundable or non-refundable agreements. The Authority's current rates and charges for the Authority's franchise services in the Franchise Area are described and set forth in Exhibit B attached hereto and made a part hereof, ~~and said rates cannot be increased except upon the written pre-approval of the Board to be exercised in the Board's reasonable discretion.~~

Section 8. The Authority has published rules and regulations governing the sale and furnishing of its services to customers in the Franchise Area, which contain provisions governing the termination of its services. A copy of said rules and regulations are attached hereto and made a part hereof as Exhibit C. Said rules and regulations may be amended by the Authority at any time ~~subject to the written pre-approval by the Board, said approval to not be unreasonably withheld by the Board.~~ A copy of the Authority's current rules and regulations, as said rules and regulations

are modified from time to time, will be available at the office of Authority.

Section 9. Individual Water and Sewer Systems Prohibited; Water and Sewer Connections Required; Penalty. The use of individual potable water and wastewater sanitary sewer systems other than for irrigation purposes by any person in the part of the Franchise Area where water distribution and sewer services are available from the Authority is hereby prohibited. All persons owning improved property fronting **or abutting on a street, alleyway, easements, right -of-way or other such public access lands** where the Authority has water distribution and sewer service lines so that water and sewer services are available from the Authority shall connect the improvements upon such premises in the manner set forth in the policies and procedures of the Authority. A copy of such policies and procedures are attached hereto and made a part hereof as part of Exhibit C and shall be available at the office of the Authority. ~~As previously stated, the policies and procedures and schedule of the costs of connecting an improved property in the Franchise Area to the Authority's water distribution and sewer service lines as described in Exhibit B and Exhibit C shall not be changed except upon the written pre-approval of the Board to be exercised in the Board's reasonable discretion.~~

Section 10 - Additional Board Actions . The Board, in the exercise of the Board's reasonable discretion, will consider exercising the Board's authority in a manner that is reasonably necessary for the reasonable protection of the rights and property of the Authority and to enable the Authority to enforce any of its reasonable rules and regulations for the management, operation and control of the services to be rendered by the Authority in the Franchise Area as authorized in this Ordinance.

Section 11. The Authority shall not, at any time, transfer its rights in any of its public water or sewer system property, or its franchise herein granted, to any person, firm or corporation, without the prior written approval of the Board.

Section 12 – Indemnification. To the fullest extent permitted by law, the Authority shall indemnify, defend, and hold harmless the County, its public officials, and officers, agents, or employees, or any of them, from and against any and all claims, damages, losses and expenses, including but not limited to reasonable costs, collection expenses, and attorneys' fees, arising out of or resulting from the Authority's acts or failures to act as described in this Ordinance, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, but only to the extent caused by the acts, negligence (whether passive or active), misconduct, omissions, or other fault, in whole or in part (whether joint, concurrent, or contributing) of the Authority, or anyone directly or indirectly employed by the Authority, or anyone for whose acts they may be liable, regardless of whether or not such claim,

damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under this Ordinance or the law. The Authority recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and the Authority voluntarily makes this covenant and expressly acknowledges receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with Florida law. This clause shall survive termination of the franchise granted to the Authority by this Ordinance. Nothing herein shall constitute a waiver of the sovereign immunity of the County or the Authority as provided by Florida and federal law, including § 768.28, Florida Statutes.

Section 1 3. The franchise created by this Ordinance and all the rights, privileges, obligations and liabilities hereunder shall be binding on the said County and the said Authority and their successors and assigns.

Section 1 4. The failure on the part of the Authority to comply in any substantial respect with any of the provisions of this Ordinance shall be grounds for forfeiture and termination by the County of this grant of an exclusive franchise but no such forfeiture and termination by the County shall take effect if the reasonableness or propriety thereof is protested by the Authority until a Court of competent jurisdiction, with a right of appeal in either party, shall have found that the Authority has failed to comply in a substantial respect with any provisions of this Ordinance. ~~The Board in its discretion shall have the right to require the Authority to post a corporate performance bond in a reasonable amount to assure performance by the Authority in accordance with this Ordinance and the exclusive franchise created hereby.~~ Venue of any legal proceeding shall be in the court of competent jurisdiction in and for Glades County, Florida.

Section 15. The County and the Authority may enter into a “Franchise” agreement which further describes the rights and obligations of the County and the Authority created by this Ordinance. By executing this Ordinance below, the County and the Authority agree to be bound by the terms and obligations of this Ordinance as a binding and enforceable agreement of the County and the Authority.

Section 1 6. ~~Notwithstanding anything contained in this Ordinance to the contrary, all authority of the Authority to install any new improvements and all authority of the Authority to provide any new potable water or wastewater sanitary sewer services in the Franchise Area described in Exhibit A and all authority of the Authority to impose and collect any fees or charges or taxes upon anyone in the Franchise Area described in Exhibit A for the Authority’s improvements and services shall be subject to the written pre-approval of the Board, said Board approval to not be unreasonably withheld.~~

Section 1 7 - Conflict. All ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 1 8 - Codification. It is hereby the intent of the Board and it is hereby provided that the provisions of this Ordinance may become and be made a part of the Code of Glades County, Florida.

Section 1 9 - Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the County Manager, or the County Manager's designee, without the need of public hearing, by filing a corrected or re-codified copy of the same with the County Clerk.

Section 20 - Severability Clause . If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 21 - Effective Date. This Ordinance shall take effect upon the adoption of this Ordinance by the Board of County Commissioners of Glades County, Florida, and upon filing a certified copy hereof with the Florida Department of State.

The foregoing Ordinance was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and being put to vote, the vote was as follows:

Timothy (Tim) Stanley _____
Hattie Taylor _____
Tony Whidden _____
Jerry (Gator) Sapp _____

This Ordinance was duly passed and adopted the ____ day of _____ 2024.

GLADES COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Timothy (Tim) Stanley, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Richard W. Pringle, County Attorney

ATTEST:

SEAL:

Tami P. Simmons, Clerk of Courts

Agreement by Okeechobee Utility Authority

For and in consideration of the covenants and agreements of the County described in the Ordinance above related to the granting of an exclusive franchise in favor of the Okeechobee Utility Authority, and in further consideration of the benefits and advantages accruing to the Okeechobee Utility Authority, and its successors and assigns, the Okeechobee Utility Authority agrees to be bound by and comply in all respects with the covenants, agreements and obligations of the Okeechobee Utility Authority described in the above Ordinance as terms and obligations of a binding and enforceable agreement of the County and the Okeechobee Utility Authority.

OKEECHOBEE UTILITY AUTHORITY

By: _____
Print name: _____
Title: _____
Date: _____

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

AUGUST 29, 2024

FINANCE REPORT

At the end of July 2024, cumulated operating revenue were \$10,992,701 compare to YTD budget of \$10,775,686 resulting in the achievement of 102% of YTD budget or an overage of \$217,016. In addition to the favorable difference reported this financial year, the cumulative revenue of \$10,992,701, is above prior year YTD revenue for the same period of \$10,534,948 by 4.4%.

Factors' contributing to the cumulative achievement in revenue includes:

- Favorable variance in YTD Water Utility Revenue of \$116,521.
- Favorable variance in other Revenue of \$129,608 (refer to page 16).

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

YTD operating expenditures were \$7,022,651 compare to YTD expense budget of \$8,464,435 achieving a favorable variance of 17% or \$1,441,784. With another two months remaining to the end of the fiscal year, staff projects a continued narrowing of this variance, following recent implementation of budgeted items e.g. \$1/hr. across the board increase along with implementation of merit evaluation wage adjustment.

Non-operating expenses of \$2,613,707 which comprise of depreciation and loan interest are marginally behind the budget of \$2,642,398 yielding a favorable variance of 1.1% or \$28,691.

YTD restricted revenue of \$581,973 is 64.4% above YTD budget of \$354,074 due to:

1. YTD Infill revenue from water and wastewater were \$62,499 and \$104,745 respectively compare to budget of \$37,713 and \$78,213. Revenue from infill is mainly associated with new customers associated with the expansion projects (Pine Ridge Park Improvement Project and SW Service Area Sceptic to Sewer Project). In addition to these new projects, other new customers were observed to be from new construction and dysfunctional wells and sceptic tanks.
2. YTD interest revenue of \$330,994 were achieved compare to budget of \$158,977. Interest variance is due to the government's continued maintenance of an elevated interest rate policy in an attempt to curtail inflation.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2024

As of The Period Ending July 31, 2024

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

	Operating Revenues				Operating Expenses				Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY 24 vs Bud. FY24)	Actual YTD FY23	Actual YTD FY24	Budget YTD FY24	% Variance (FY24 vs Bud FY24)	Actual YTD FY 23	Actual YTD FY 24	Budget YTD FY24	% Variance (FY 24 vs Bud FY 24)	
Oct-23	987,911	1,022,513	1,077,569	-5.1%	520,371	611,379	846,444	27.8%	19,502	81,184	35,407	129.3%	45,777
Nov-23	2,059,168	2,139,931	2,155,137	-0.7%	1,096,709	1,298,675	1,692,887	23.3%	32,695	129,606	70,815	83.0%	58,791
Dec-23	2,999,688	3,149,387	3,232,706	-2.6%	1,651,692	1,943,534	2,539,331	23.5%	50,228	182,788	106,222	72.1%	76,566
Jan-24	4,102,770	4,261,564	4,310,274	-1.1%	2,246,263	2,608,920	3,385,774	22.9%	98,649	246,293	141,630	73.9%	104,663
Feb-24	5,229,606	5,392,170	5,387,843	0.1%	2,840,636	3,211,491	4,232,218	24.1%	154,325	301,427	177,037	70.3%	124,390
Mar-24	6,235,193	6,501,089	6,465,412	0.6%	3,545,046	4,004,643	5,078,661	21.1%	193,272	358,350	212,445	68.7%	145,905
Apr-24	7,430,764	7,697,315	7,542,980	2.0%	4,142,624	4,685,032	5,925,105	20.9%	302,311	424,003	247,852	71.1%	176,151
May-24	8,489,547	8,815,788	8,620,549	2.3%	4,768,308	5,437,273	6,771,548	19.7%	346,344	470,335	283,259	66.0%	187,076
Jun-24	9,469,244	9,922,530	9,698,117	2.3%	5,365,070	6,186,968	7,617,992	18.8%	389,977	531,359	318,667	66.7%	212,692
Jul-24	10,534,948	10,992,701	10,775,686	2.0%	6,045,027	7,022,651	8,464,435	17.0%	447,792	581,973	354,074	64.4%	227,899
Aug-24													
Sep-24													

Respectfully,

Lauriston Hamilton

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

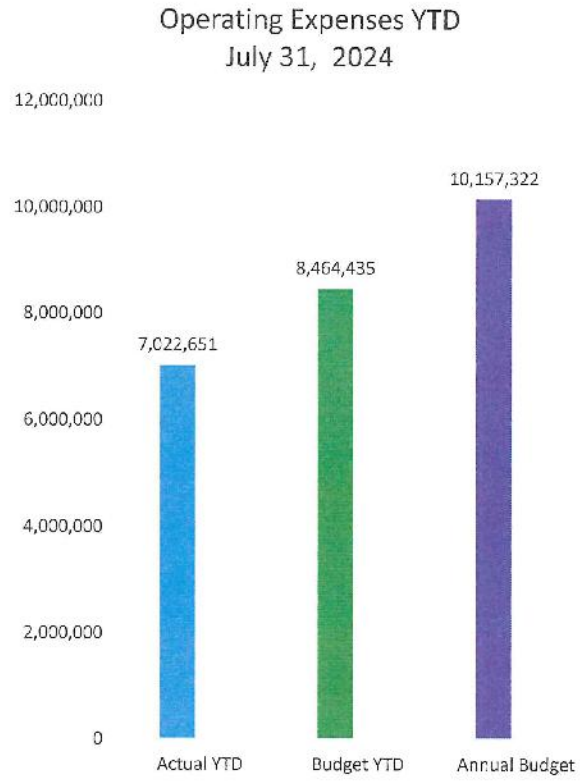
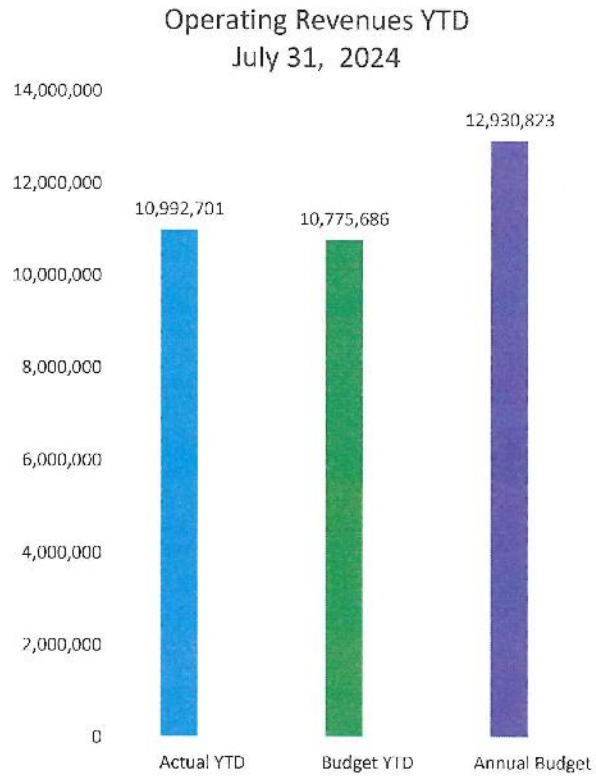
OPERATING REVENUE FUND

	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE:				
Water	\$ 6,520,380	\$ 6,403,859	\$ 116,521	1.8%
Sewer	\$ 3,945,413	3,974,527	(29,114)	-0.7%
Other Operating Revenue (see detail on page 16)	\$ 526,908	397,300	129,608	32.6%
Total Operating Revenue Received	<u>\$ 10,992,701</u>	<u>\$ 10,775,686</u>	<u>\$ 217,016</u>	<u>2.0%</u>
OPERATING EXPENSES:				
Water	\$ 1,601,741	\$ 1,866,070	\$ 264,329	14.2%
Wastewater	\$ 1,035,195	1,124,297	89,102	7.9%
Meter Readers	\$ 267,133	308,386	41,253	13.4%
Maintenance	\$ 2,105,632	2,456,252	350,620	14.3%
Administration Operating	\$ 1,199,190	1,406,705	207,515	14.8%
General & Admin.	\$ 813,760	1,002,726	188,966	18.8%
Contingency Expense	\$ -	300,000	300,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 7,022,651</u>	<u>\$ 8,464,435</u>	<u>\$ 1,441,784</u>	<u>17.0%</u>
Net Operating Income	<u><u>\$ 3,970,051</u></u>	<u><u>\$ 2,311,251</u></u>	<u><u>\$ 1,658,800</u></u>	<u><u>71.8%</u></u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 83,736	\$ 79,172	\$ 4,564	5.8%
Water CC Fees (infill)	\$ 62,499	37,713	24,786	65.7%
WW CC Fees (infill)	\$ 104,745	78,213	26,531	33.9%
Operating Account Interest	\$ 273,983	113,477	160,506	141.4%
Payroll Account Interest	\$ 4,261	2,006	2,256	112.5%
Restricted Interest Income	\$ 52,750	43,494	9,255	21.3%
TOTAL RESTRICTED REVENUE (1) (2)	<u><u>\$ 581,973</u></u>	<u><u>\$ 354,074</u></u>	<u><u>\$ 227,899</u></u>	<u><u>64.4%</u></u>
NON-OPERATING EXPENSES:				
Debt service interest expense	\$256,945	\$319,245	62,300	19.5%
Non-cash depreciation & amortization	\$2,356,762	\$2,323,153	(33,610)	-1.4%
	<u>\$2,613,707</u>	<u>\$2,642,398</u>	<u>28,691</u>	<u>1.1%</u>
NET REVENUE BEFORE ITEMS BELOW	<u><u>\$ 1,938,317</u></u>	<u><u>\$ 22,928</u></u>	<u><u>\$ 1,858,008</u></u>	<u><u>8103.8%</u></u>

NOTES:	Actual YTD	Annual Budget	Variance
Above Revenue and Expense does not include the following:			
(1) Grant funds & state appropriations of:	\$1,803,630	\$11,793,240	
(2) Contributed capital of:	\$3,207	\$20,145	
(3) Debt service principal payments of:	\$1,072,376	\$2,153,619	
(4) Net Construction In Progress (CIP) Expenditures of:	\$21,249,999	\$11,548,847	

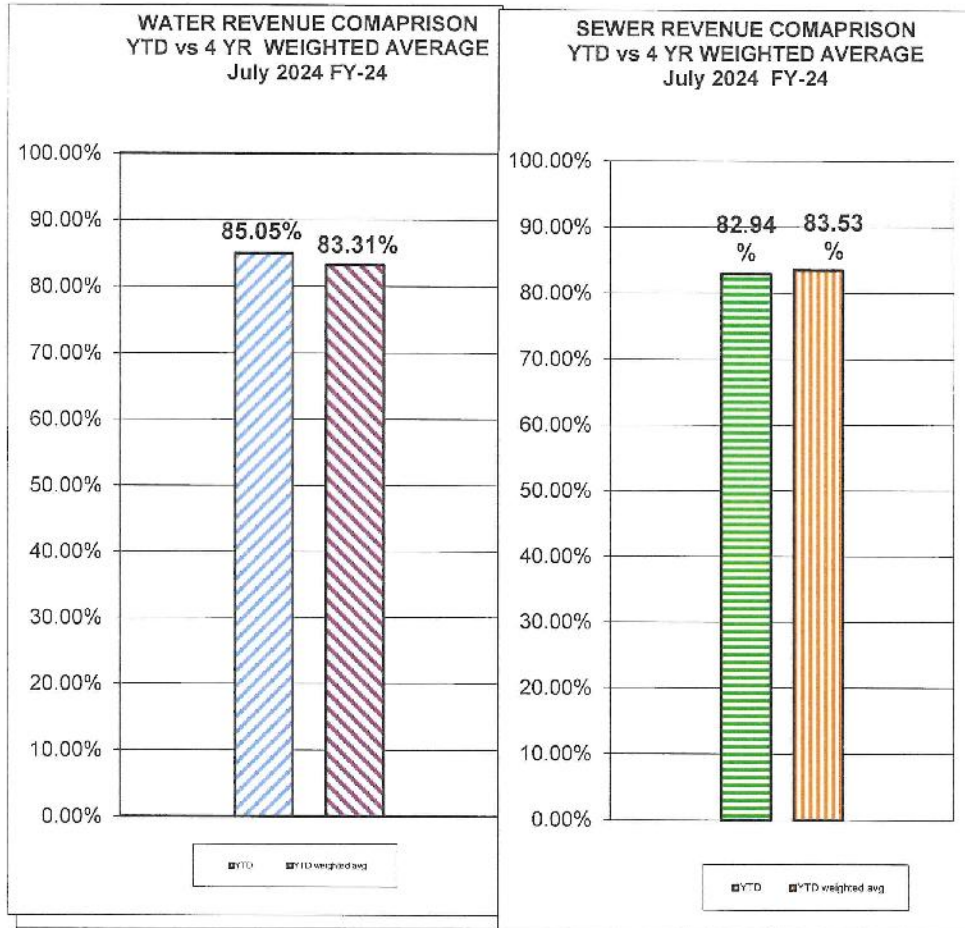


Current FY-24 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

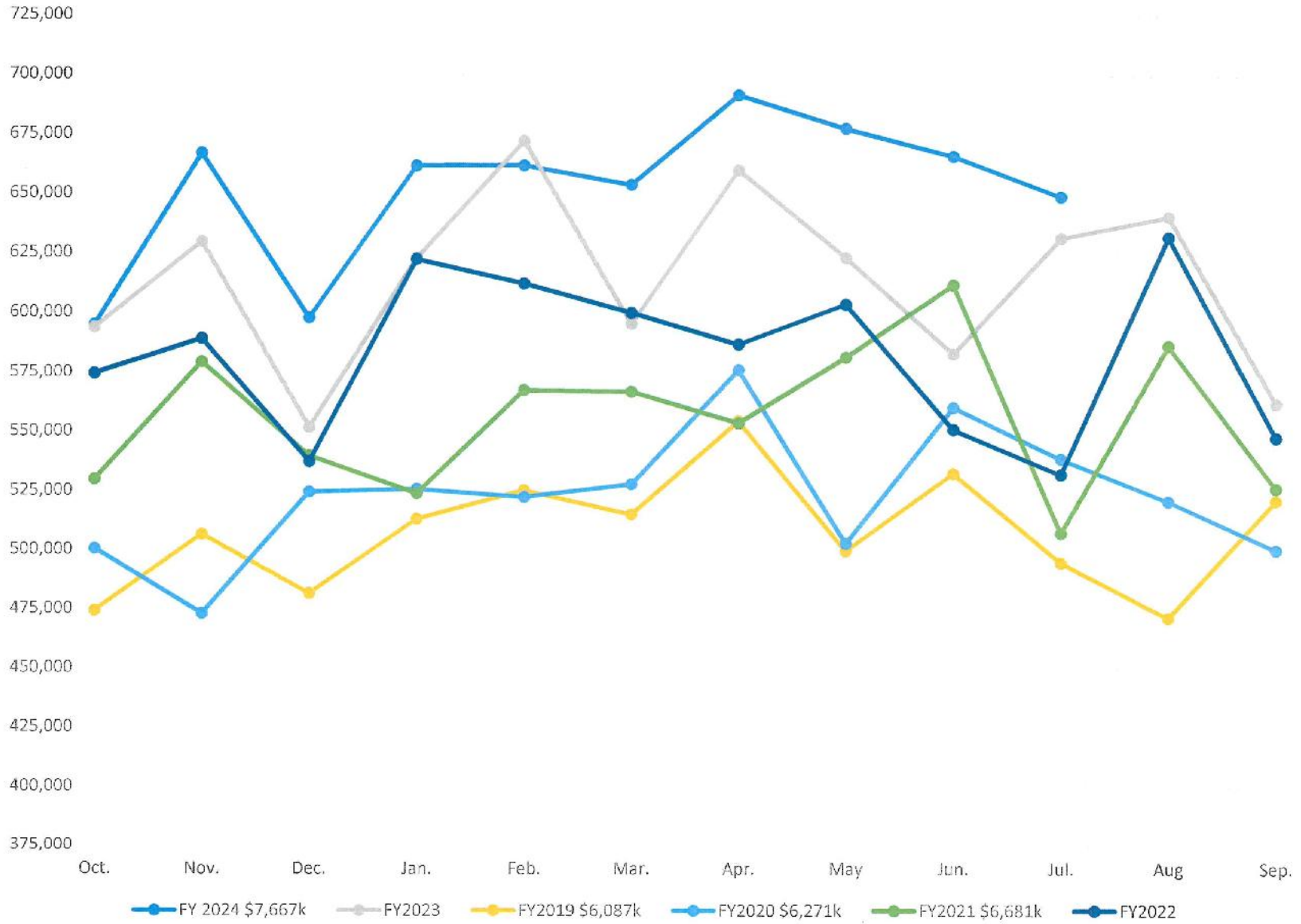
WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget Water Revenue	4 Yr Weighted Average %
Period	YTD	\$ 6,657,165			
Oct.	\$ 594,619	594,619	\$ 61,516	7.76%	8.00%
Nov.	\$ 666,698	1,261,316	\$ 123,166	16.45%	16.15%
Dec.	\$ 597,602	1,858,918	\$ 63,464	24.25%	24.19%
Jan.	\$ 661,586	2,520,503	\$ 107,535	32.88%	32.50%
Feb.	\$ 661,788	3,182,291	\$ 93,043	41.51%	41.03%
Mar.	\$ 653,804	3,836,095	\$ 93,109	50.04%	49.45%
Apr.	\$ 691,648	4,527,743	\$ 111,772	59.06%	58.18%
May	\$ 677,623	5,205,366	\$ 119,012	67.90%	66.55%
Jun.	\$ 665,984	5,871,350	\$ 89,801	76.58%	75.23%
Jul.	\$ 649,030	6,520,380	\$ 111,807	85.05%	83.31%
Aug.	\$ -	-	\$ -	0.00%	0.00%
Sep.	\$ -	-	\$ -	0.00%	100.00%

SEWER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	4 Yr Weighted Average %
Period	YTD	\$ 4,078,267			
Oct.	\$ 366,276	\$ 366,276	\$ 35,300	7.70%	8.12%
Nov.	\$ 404,437	\$ 770,713	\$ 65,380	16.20%	16.41%
Dec.	\$ 364,433	1,135,146	\$ 27,156	23.86%	24.70%
Jan.	\$ 405,599	1,540,745	\$ 65,113	32.39%	33.04%
Feb.	\$ 399,201	1,939,946	\$ 36,909	40.78%	41.91%
Mar.	\$ 414,171	2,354,117	\$ 67,258	49.49%	50.42%
Apr.	\$ 427,166	2,781,283	\$ 73,355	58.47%	59.10%
May	\$ 398,147	3,179,430	\$ 72,185	66.84%	67.07%
Jun.	\$ 390,889	3,570,319	\$ 46,906	75.06%	75.52%
Jul.	\$ 375,094	3,945,413	\$ 49,128	82.94%	83.53%
Aug.	\$ -	-	\$ -	0.00%	0.00%
Sep.	\$ -	-	\$ -	0.00%	100.00%

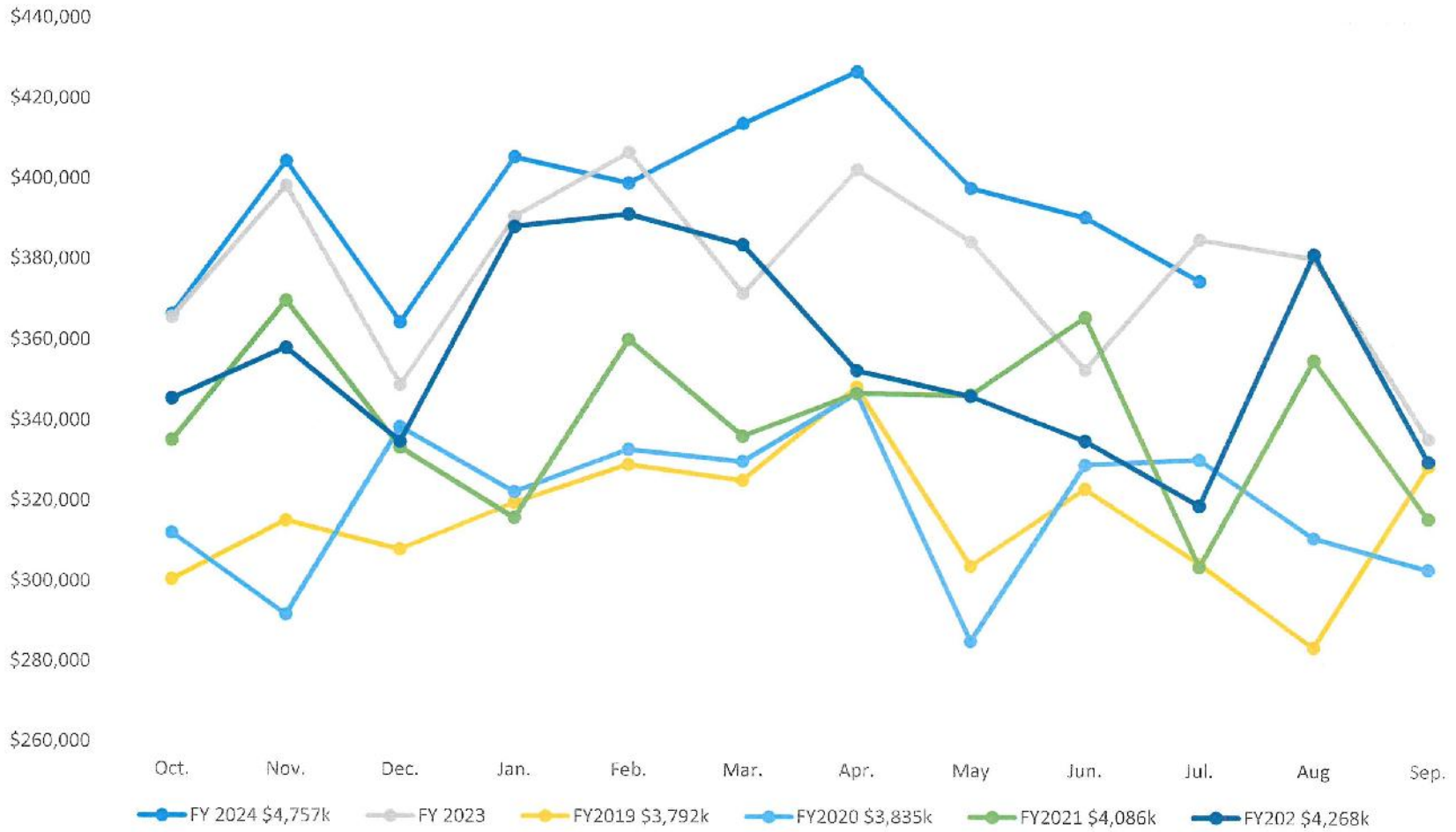
WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

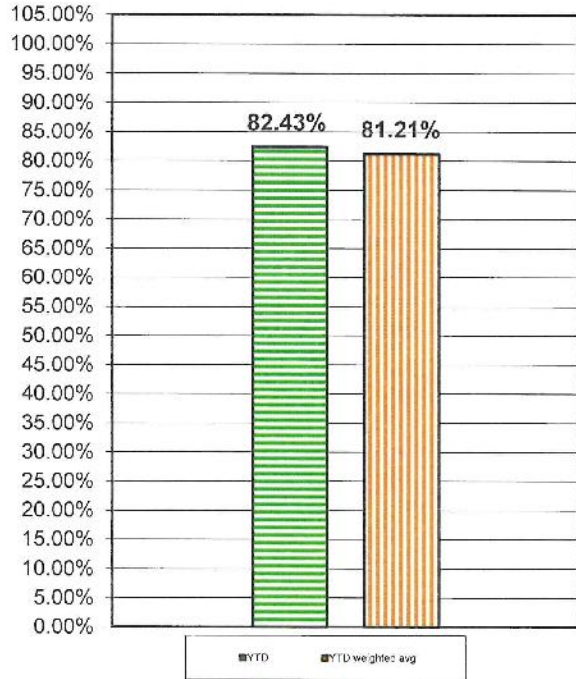


**Current FY-24 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

OPERATING EXPENSES:				\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
		Period	YTD	From 4 Year Weighted Avg of	Operating Exp.	Average
				\$ 6,806,185	\$10,157,322	
Oct.	\$ 611,379	\$ 611,379	\$ 192,149	6.02%	6.19%	
Nov.	\$ 687,296	\$ 1,298,675	\$ 177,069	12.79%	13.67%	
Dec.	\$ 644,859	\$ 1,943,534	\$ 6,537	19.13%	23.11%	
Jan.	\$ 665,386	\$ 2,608,920	\$ 112,506	25.69%	31.24%	
Feb.	\$ 602,571	\$ 3,211,491	\$ 55,327	31.62%	39.27%	
Mar.	\$ 793,152	\$ 4,004,643	\$ 196,260	39.43%	48.03%	
Apr.	\$ 680,389	\$ 4,685,032	\$ 116,520	46.12%	56.31%	
May	\$ 752,241	\$ 5,437,273	\$ 212,282	53.53%	64.24%	
Jun.	\$ 749,695	\$ 6,186,968	\$ 178,694	60.91%	72.62%	
Jul.	\$ 835,683	\$ 7,022,651	\$ 247,104	69.14%	81.30%	
Aug.	\$ -	\$ -	\$ -	0.00%	0.00%	
YTD	\$ -	\$ -	\$ -	0.00%	100.00%	
NON-OPERATING EXPENSES:				\$ Difference For the Month	% Current YTD To Budgeted	
				From 4 Year Weighted Avg of	Non-Oper. Exp.	
				\$ 3,102,121	\$3,170,877	
Oct.	\$ 263,784	\$ 263,784	\$ 9,263	8.32%	8.21%	
Nov.	\$ 263,785	\$ 527,569	\$ 11,050	16.64%	16.35%	
Dec.	\$ 263,784	\$ 791,353	\$ 11,349	24.96%	24.49%	
Jan.	\$ 263,784	\$ 1,055,137	\$ 11,330	33.28%	32.63%	
Feb.	\$ 263,784	\$ 1,318,921	\$ 10,611	41.59%	40.79%	
Mar.	\$ 285,399	\$ 1,604,320	\$ 30,632	50.60%	49.00%	
Apr.	\$ 241,307	\$ 1,845,627	\$ (8,357)	58.21%	57.05%	
May	\$ 258,466	\$ 2,104,093	\$ 8,892	66.36%	65.10%	
Jun.	\$ 251,925	\$ 2,356,018	\$ 2,171	74.30%	73.15%	
Jul.	\$ 257,689	\$ 2,613,707	\$ 8,024	82.43%	81.21%	
Aug.	\$ -	\$ -	\$ -	0.00%	89.18%	
YTD	\$ -	\$ -	\$ -	0.00%	100.00%	

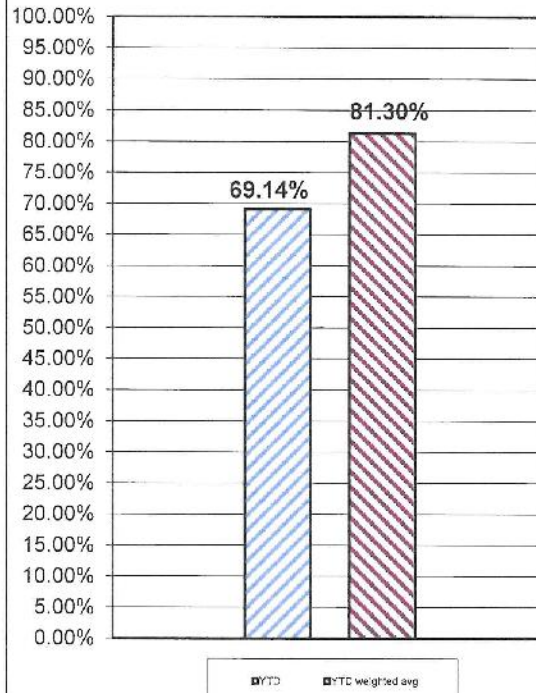
**NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD**

July 2024 FY-24



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

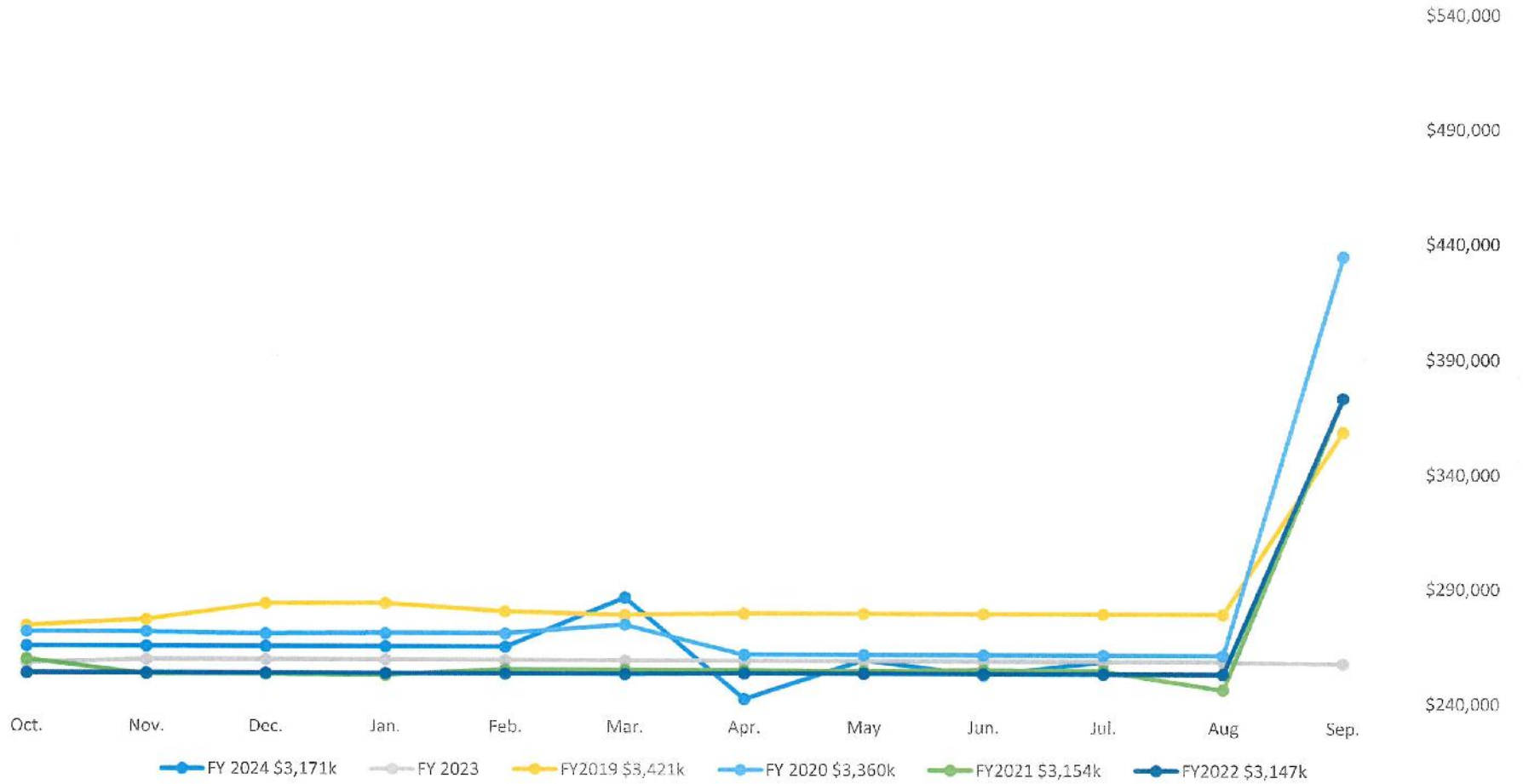
July 2024 FY-24



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	Z	AA	AC	AD	A	AG
88							
89	Okeechobee Utility Authority		Audit		Audit		OUA prepared
90	Statement of Cash Flows						
91	Basis of Accounting		Accrual Basis for Revenues		Accrual Basis for Revenues		Accrual Basis for Revenues
92			Accrual Basis for Expenses		Accrual Basis for Expenses		Cash Basis for Expenses
93							
94			Sept 30, 2022		Sept 30, 2023		July 31, 2024
95			12 Months		12 Months		10 Month
96							
97	Cash Flows from Operations						
98	Operating Income		1,758,388		1,832,821		1,595,370
99	Depreciation & Amortization		2,688,584		2,701,321		2,356,762
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable		(394,264)		(2,986,087)		4,539,513
101	Increase (decrease) in cash from changes in accounts payable		127,686		905,418		(381,614)
102	Increase (decrease) in cash from changes in other assets		305,029		903,029		(152,245)
103	Increase (decrease) in cash from changes in other liabilities		(857,112)		(138,439)		(93,990)
104	Cash provided (used) by operations		3,628,311		3,218,063		7,863,797
105							
106	Cash Flows from Nonoperating Revenues/Expenses						
107	Fire Hydrant fees		85,215		95,154		83,736
108	Capital connection fees		122,322		283,483		167,243
109	Interest revenue		29,488		350,097		330,993
110	Debt issuance costs		0		0		0
111	Interest expense		(472,215)		(420,187)		(256,945)
112	Cash provided (used) by nonoperating activities		(235,190)		308,547		325,028
113							
114	Cash Flows from Capital and Financing Activities						
115	Purchase of equipment, computer hardware, & technology equipment		12,496		275,173		(1,572,390)
116	Construction in progress		(2,487,259)		(8,013,123)		(7,942,225)
117	Acquisition of land, easements and related costs		(129,038)		0		(368,479)
118	Sale of land and or equipment		-		0		0
119	Gain (Loss) on sale of land and equipment		7,452		16,104		17,918
120	Bond principal payments		(2,073,095)		(2,153,620)		(1,072,376)
121	Loan Received - South State Bank				0		3,867,064
122	Grant revenue & FEMA reimbursement		2,452,778		8,459,653		1,803,630
123	Capital contributions from developers		120,101		492,467		3,207
124	Cash provided (used) by capital / financing activities		(2,096,565)		(923,346)		(5,263,651)
125							
126	Net increase (decrease) in cash and investments		1,296,556		2,603,264		2,925,174
127	This unaudited cash flow statement is subject to adjustments.						
128	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.						

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
July 31, 2024

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	5,607,711.37
Unrestricted assets:			
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			6,342,929.19
Investments			2,421,196.77
Interest receivable			0.00
Receivables:			
Accounts receivable			1,362,156.78
less allowance for uncollectible accounts			(103,151.29)
Inventories			658,769.00
Prepaid Expenses			169,527.66
Total current assets			16,459,139.48

NONCURRENT ASSETS

Capital assets:

Land			3,275,340.40
Utility plants, buildings and equipment			111,265,085.07
			114,540,425.47
Less accumulated depreciation			(56,292,122.32)
			58,248,303.15
Construction in progress			21,249,999.24
Total capital assets			79,498,302.39

Other Assets:

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

Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			1,012,621.00
Deferred loss on bond refunding, net			262,875.34
Total Deferred charges:			1,275,496.34

Total noncurrent assets			80,773,798.73
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TOTAL ASSETS		\$	97,232,938.21
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	1,244,652.13
Accrued expenses	8,744.28
Due to other governments	31,032.43
Bonds payable (current)	1,081,243.62
Accrued compensated absences & bonus (current)	360,710.56
Payable from restricted assets	
Accrued interest	93,216.59
Customer Deposits	674,569.13
Total current liabilities	<u>3,494,168.74</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net	16,522,795.74
Accrued OPEB payable	232,530.00
Net Pension Liability	629,748.00
Deferred Pension Inflow from Actuarial Calculation	426,765.00
Unearned revenues:	
Developer agreements	424,402.36
Total noncurrent liabilities	<u>18,236,241.10</u>

TOTAL LIABILITIES

21,730,409.84

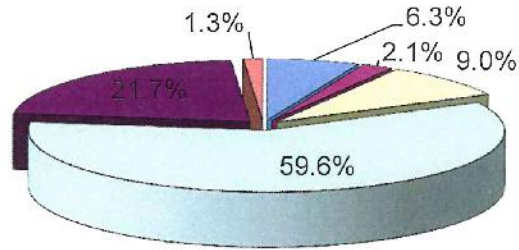
NET POSITION

Invested in capital assets, net of related debt	44,731,657.00
Restricted for capital projects	2,361,411.00
Restricted for debt service	481,018.00
Restricted for Rate Stabilization	1,339,359.00
Restricted for Pension Benefits	1,904,107.00
Unrestricted	20,782,550.55
YTD Surplus of Revenue over Expenses	3,902,425.82
Total net position	<u>75,502,528.37</u>

TOTAL LIABILITIES AND NET POSITION

\$ 97,232,938.21

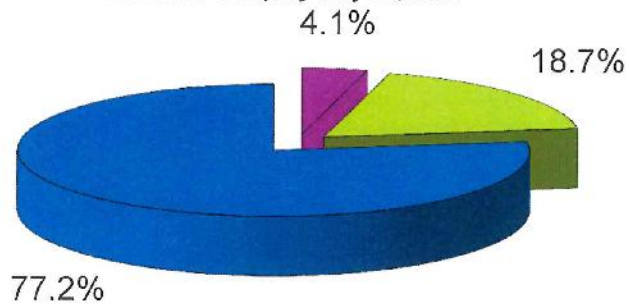
Assets - July 31, 2024



■ Cash	■ AR, Inventory & Prepaid
■ Restricted Cash	■ Fixed Assets
■ Construction in Progress	■ Other Assets (Deferred Charges)

Cash	6,139,496	6.3%
AR, Inventory & Prepaid	2,087,302	2.1%
Restricted Cash	8,764,126	9.0%
Fixed Assets	58,248,303	59.6%
Construction in Progress	21,249,999	21.7%
Other Assets (Deferred Charges)	1,275,496	1.3%
Total Assets	97,764,723	

Liabilities & Equity July 31, 2024



■ Current Liabilities	■ Noncurrent Liabilities	■ Equity - Net Assets
-----------------------	--------------------------	-----------------------

Current Liabilities	4,025,954	4.1%
Noncurrent Liabilities	18,236,241	18.7%
Equity - Net Assets	75,502,528	77.2%
Total Liab & Equity	97,764,723	

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

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 26,636	\$ 23,275	\$ 3,361
Private Fire Protection	\$ 82,320	80,344	1,976
Turn on/off Fees	\$ 46,957	44,905	2,052
Other Revenue-Water A	\$ 12,962	12,623	339
Install Fees-Sewer	\$ 56,880	51,800	5,080
Kings Bay Sewer Maint. Fees	\$ 13,095	17,172	(4,077)
Other Revenue-Sewer B	\$ 686	3,359	(2,673)
Penalties & Late Charges	\$ 111,763	64,774	46,989
Gain/Loss Sale of Assets C	\$ 17,918	0	17,918
Ag Land Lease	\$ 3,505	2,921	584
Merchant & Misc. Revenue D	\$ 154,187	96,127	58,060
Totals	\$ 526,908	\$ 397,300	\$ 129,608

- 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. 12

AUGUST 29, 2024

REVIEW OF FY25 PRELIMINARY BUDGET

At the June board meeting, the decision was taken to have staff present FY25 budget in sections at future meetings, instead of a one time workshop.

In compliance, the revenue section of the preliminary budget (section B) was presented at July’s board meeting and this month (August), staff will attempt to share sections C, O & D which addresses overhead cost and capital projects.

Cost

The revised preliminary budget overhead cost now presented reflects a reduction of \$474,367 (4.1%) compare to the original prelim. budget circulated in June:

	\$
Initial preliminary budget O & M	11,543,330
Revised preliminary budget O & M	<u>(10,865,091)</u>
Net saving in O & M	<u>678,239</u>

Accounting for this saving are the following: \$

Rental of Chiller – SWTP Ozone generator	(60,000)
Removal of single shift elimination cost– per board.	276,092
Savings from multiple lines on O & M reduction	32,700
Savings from meter placement project	30,000
Savings from renegotiated insurance contract	218,000
Savings from renegotiated workers Comp.	12,658
Savings from eliminating new hire - Construction	88,584
Savings from refinement of FY25 labor cost	33,705
Saving from deferring rate consultant to FY26	<u>46,500</u>
Net savings	<u>678,239</u>

Net increase in O & M between FY24 and FY25 budgets is \$682,769 (6.71%) – refer to sheet C3. With these adjustments, the net shortfall or budget deficit was reduced to:

Initial Preliminary Budget deficit	(1,660,000)
Adjustment to annual water utility revenue	291,786
Adjustment to annual sewer Utility Revenue	189,416
Rental of Chiller	(60,000)
Removal of elimination of single shift	276,092
Savings from multiple lines on O & M reduction	32,700
Savings from meter placement projection	30,000
Savings from renegotiated insurance contract	218,000
Savings from renegotiated workers Comp.	12,658
Savings from eliminating new hire - Construction	88,584
Savings from refinement of FY25 labor cost	33,705
Savings from deferring rate consultant FY26	46,500
SRF Loan repayment (SR 78W)	<u>310,000</u>
Revised Preliminary budget deficit – FY25	<u>(190,559)</u>

In order to compile the expense module (Section C) of the budget, the following assumptions were utilized:

Cost Assumptions

1. 0% cost of living adjustment assumed for FY25 salaries, following Evergreen’s recent report along with the additional adjustment of \$1/hr. to all employee in May 2024.
2. A 4% merit payout for FY25.
3. A 1.5% bonus payout at yearend.
4. Health care stipend remains unchanged.

New health allowance

Employee Only	-	\$1,100 per month
Employee + Spouse or children	-	\$1,350 per month
Employee + family	-	\$1,600 per month

Although actual health cost to the OUA for 24/25 will not be known until the completion of open enrollment, for budget purposes, an average cost of \$1,350 per month per employee was assumed in the labor spread sheet.

Please refer to attached spread sheet for employee cost per category after application of monthly allowance.

5. FPL electric bill adjustment - 4.0%
6. Chemical adjustment - 8.6%
7. Fuel, gasoline & diesel - 4.7%

Methodology utilized for cost projection

Similar to the methodology utilized during revenue projection, when projecting the cost for section C, staff records the first six month cost by line using pages C3-17, then perform the following adjustments:

- a) Account for contractual values and cost eg. Legal fee, storage tank maintenance and vendor’s projected price – chemicals, FPL etc.
- b) Review half year’s GL for accuracy and completeness.
- c) Prepare a detail labor cost sheet (L1), which accounts itemized cost total per employee.
- d) Account for any new cost pending in budget year eg. New staff members.

A summary of total O & M included in revised preliminary budget, is shown on page C3 - \$10,865,091.

Project Funding

Section O, provides a general overview on the projected changes in the Authority’s funding accounts – operating, capital connection, CIP etc.

Major & Minor Projects

- 1. The following projects were either completed or projected to be completed in FY24, therefore no activity is assumed for FY25:
 - a) Pine Ridge Park Improvement Project.
 - b) South West Service Area 1 – MFM & MPS.
- 2. With enough funding secured for FY25, the following major projects shows a corresponding revenue associated with their respective expenditure:
 - a) South West Service Area – Project 1 SE2 interconnect.
 - b) South West Service Area 2 – Project 2 Vacuum collect syst.
 - c) Treasure Island engineering service.
 - d) Sceptic to Sewer connection – OSTDS.
- 3. The below mentioned projects are either partial or not funded.
 - a) SW 5th Avenue Sceptic to Sewer.
 - b) State Road 78 W Water main expansion.

Only the available balance on the grant for SW 5th Ave is assumed spent in FY25 (WG104 FDEP grant - \$2,500,000). State Road 78 W project has been scaled down, following the cancellation of FDEP guard rail project. With the water main expansion to facilitate Lakefront Estate projected to cost \$1,009,729, the developer will be asked to contribute 50% of cost.

Departmental Capital Project

At the start of the budget process, each department supervisor was asked to review their operation and provide a listing of their capital needs with quotations to substantiate the value provided. Section D, which totals \$1,403,426 provides an itemized listing of the supervisor’s capital needs for FY25.

			Capital
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DEPARTMENT TOTALS			
	ADMINISTRATION		500,000
	MAINTENANCE		208,9500
	WATER		161,676
	WASTEWATER		532,800
	METER		0
		TOTALS	1,403,426

Proposed Rate adjustment

As a reminder, the minimum rate adjustment of 5% (\$655,000) proposed at previous board meeting was to compensate for the \$5/hr. salary adjustment previously granted to staff. However, in order to close the present gap of \$190,560 in FY25 budget, staff recommends a total adjustment of 6.5% effective 10.01.2024.

Rate adjustment impact on cash inflow:

1% rate increase	-	\$131,002
2% rate increase	-	\$262,004

To assist the board in arriving at a decision, the table below, shows the dollar value impact to a rate payer (customer) after a 5% & 6 ½ % rate increase on an average residential customer with water and sewer (monthly usage of 6,000 gal.) and a non-residential customer (Raulerson Hospital account) with water usage of 236,000 gal with a 2” meter:

Residential Customer

<u>Customer</u>	<u>Current Bill</u>	<u>5% rate increase</u>	<u>6 ½ % Rate increase</u>
Residential (water & sewer)	\$135 per month	\$142 per month	\$144 per month

Non-Residential Customer

<u>Customer</u>	<u>Current Bill</u>	<u>5% rate increase</u>	<u>6 ½ % Rate increase</u>
Raulerson Hospital	\$4,257 per month	\$4,470 per month	\$4,534 per month

Fund Transfers

Transfers to and from sections E, F, G are based on bond document obligations and board’s policies outlined in Resolution 22-05.

A	B	C	D	E	F	G	H
1			Okeechobee Utility Authority			Water	5.00%
2			FY25 Budget			Sewer	5.00%
3			Budget Summary				
4			Sources & Uses of Funds Statement				06/11/2024
5							
6	FUNDS FROM GENERAL UTILITY OPERATING REVENUE SOURCES:			FY25 Budget			
7	General Utility Operating Revenue (Not including revenue from FY10 & 11 rate increases)			13,628,808			
8	Funds needed from Rate Stabilization Fund			190,000			
9	FY10 rate increase utilized to fund Truist Debt Service			0			
10	Total Operating Expenses			(10,865,091)			
11							
12	Net General Utility Operating Revenue (Available for Truist Bank Debt Service)				2,953,717		
13	Total Truist & USDA Debt Service Payments and Budgeted DSC Ratio (%)				(1,872,741)		157.7%
14	Remaining General Utility Oper Revenue Available for SRF Debt Service				1,080,976		
15	FUNDS PROVIDED FROM RESTRICTED REVENUE SOURCES:						
16	Transfers In From Restricted Funds to Meet SRF Debt Service:						
17	Transfer in From 10/20 WW CCC Fund			0			
18	Transfer in from RR&I Fund Surplus (See Tab E, cell B16)			0			
19	Transfer in from Emergency Reserve Fund Surplus (See Tab F, cell B16)			0			
20	Transfer in from Operating Reserve Fund Surplus (See Tab G, cell B16)						
21	FY10 Rate Increase Revenue used for current SRF Debt Service						
22	Total Restricted Funds used for SRF Debt Service				0		
23	Less Senior Lien Coverage Factor at 10% (only utilized in DSC calculation)				(187,274)		
24	Less Junior Lien Coverage Factor at 15% (only utilized in DSC calculation)				(102,429)		
25	Sub-Total				791,273		
26	Total SRF Debt Payments and Budgeted DSC Ratio (%)				(682,862)		115.9%
27	Sub-Total				108,410		
28							
29	Remaining General Operating Revenue and Funds from both Debt Coverage Ratios				398,114		
30							
31	OTHER SOURCES OF FUNDS:						
32	Restricted Revenue:						
33	Water Capital Connection Charge Revenue From Infill			22,550			
34	Wastewater Capital Connection Charge Revenue From Infill			108,624			
38	Fire Hydrant Fund Fees			100,183			
39	Restricted Interest Income			348,766			
40	Sub-Total Restricted Revenue				580,123		
41							
42	Incremental Rate Revenue from FY10 & FY11 Rate Increases:						
43	Continuing Revenue From FY10, 6% Rate Increase			0			
44	Continuing Revenue From FY11, 3.5% Rate Increase			0			
45	FY10 & FY11 Rate Adjustment used to meet Senior Debt Coverage			0			
46	Net Incremental Revenue from FY10 & FY11 Rate Increases			0			
47							
48	Amount earmarked towards current SRF Debt Service Payments			0			
49	Subtotal			0			
52							
53	Total Funds Available for Required & Discretionary Capital Transfers				978,237		
54							
55	Required Capital Transfers:						
56	Transfer Into Fire Hydrant Fund			(100,183)			
57	Transfer of Interest Income Shown Above Into Respective Restricted Funds			(348,766)			
58	Transfer to Operating Reserve Fund (strive to maintain 60 days of O&M) see tab G			(374,532)			
59	Transfer Into Water CCC Fund (from Water in-fill Revenue)			(22,550)			
60	Transfer Into Water CCC Fund (from Water 10/20 Plan)			0			
61	Transfer Into WW CCC Fund (from WW in-fill Revenue)			(108,624)			
62	Transfer Into WW CCC Fund (from 10/20 Plan After SRF Debt Service Payments)			0			
63	Transfer Into RR&I Fund (to be maintained at 5% of Prior Year System Revenue) see tab E			(28,286)			
64	Transfer Into Emergency Reserve Fund (to be maintained at 30 days Oper Exp) see tab F			(128,971)			
65	Total Funds Used for Required Capital Transfers				(1,111,911)		
66							
67	Discretionary Capital Transfers:						
68	Junior lien coverage used above now return to operating account (line F24)			102,429			
69	Inter-fund Transfer to Future CIP			0			
70	Interfund Transfer to Rate Stabilization Fund			31,245			
71							
72	Total Funds Used for Discretionary Capital Transfers				133,674		
73							
74	Total Funds Used for Required & Discretionary Capital Transfers				(978,237)		
75							
76	REMAINING REVENUE FUNDS AVAILABLE FOR OTHER LAWFUL PURPOSES						0
77							A-4

	A	B	C	D	E	F	G	H	
78	FUNDING SOURCES:				FY25 Budget				
79	Fund Balance at October 1, 2024 (Projected):								
80	Restricted by Bond Covenants/Loan Documents:								
81				RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	599,378				
82				Capital Connection Fund-Water	400,378				
83				Capital Connection Fund-Sewer	335,249				
84				Capital Connection Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	498,258				
86				Debt Servicing Reserve	190,508				
87				Sub-Total	2,023,770				
88	Designated by Board Resolution:								
91				Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	689,055				
92				Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,373,756				
93				Fire Hydrant Fund	442,340				
94				Rate Stabilization Fund	1,339,359				
95				Sub-Total	3,844,509				
96	Not Restricted:								
97				General Operating Funds	1,427,593				
98				PTO Account Fund	100,462				
99				Future CIP Funding (Strive to maintain at 8% of Prior Year System Revenue)	1,000,000				
100				Sub-Total	2,528,055				
101				Total Fund Balance at October 1, 2024 (Projected)		8,396,335			
102									
103	Changes to Fund Balance (From Transfers Projected for FY25):								
104				Transfer into RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	(28,286)				
105				Transfer into CCC Fund-Water (from in-fill)	22,550				
106				Transfer into CCC Fund-Water (from 10/20 Plan)	0				
107				Transfer into CCC Fund-Sewer (from in-fill)	108,624				
108				Transfer into CCC Fund-Sewer 10/20 Plan	0				
109				Transfer into Fire Hydrant Fund	100,183				
110				Transfer into PTO Account Fund (Net of withdrawals)	0				
111				Transfer into Emergency Reserve Fund (Must be maintained at 30 days Oper Exp)	(128,971)				
112				Transfer into Operating Reserve Fund (Strive to maintain at 60 days of O & M)	(374,532)				
113				Transfer into Future CIP Funding (Strive to maintain at 8% of Prior Year Gross Rev)	0				
114				Transfer into Discretionary Rate Stabilization Funds	531,788				
115				Transfer into Future CIP Fund Earmarked:					
116				Transfers into Restricted Accounts from Interest Income	348,766				
117				Total Additions into Fund Balance (From Transfers in FY24)		580,123			
118									
119				Total Fund Balances (Projected)		8,976,458			
120	Funding Sources for Proposed Construction Project Expenditures:								
121				Net Income from Operation	208,114				
122				OSTDS Grant from FDEP for connection of Home to Sewer Line	1,270,200				
123				FDEP- Project 1 MFM - Construction	0				
124				FDEP - Project 1 MPS - Construction	0				
125				FDEP - Project 1 SE2 Intercon.- Const.	560,302				
126				EPA Grant - Treasure Island Waste Water Project	780,385				
127				FDEP Grant - Treasure Island Waste Water Project	1,000,000				
128				FDEP Grant - Project 2 Engineering & CEI	351,820				
129				USDA Loan Project 2 - Construction	3,228,313				
130				FDEP Project 3 (Design & CEI)	241,306				
131				FDEP Grant Okee-Tantie	2,759,272				
132				LAKEFRONT ESTATE Contrib. to 16" WM Expansion	479,865				
133				FDEP Grant - SW5	1,793,193				
134				Total Funding Sources from Grants & Loans		12,672,769			
135	TOTAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES & FUND BALANCES						21,649,227		
136									

	A	B	C	D	E	F	G	H
137	PROPOSED CAPITAL EXPENDITURES DURING FY25:					FY25 Budget		
138	Funded by Grants and Loans				0			
139								
140				Pine Ridge Park Water - Funded by OUA	0			
141				SW Section WW Project 1 - SE2 Intercon. Grant Funded	560,302			
142				SW Section WW Project 2 - Grant Funded	0			
143				SW Section WW Project 2 - Loan Funded	3,580,133			
144				Okee- Tantie WW Project 3 - Grant Funded	3,000,578			
145				SW 5th Ave - Septic to Sewer - Grant Funded	1,793,193			
146				Treasure Island Waste Water Project - Design - Grant Funded	1,780,385			
147				OSTDS - Connection (Home to Line)	1,270,200			
148				Capital Improvement Project Expenditures (primarily grant/loan funded)		11,984,791		
149								
150								
151				Water Main Installation (System Wide)	150,000			
152				Wastewater Repair & Replacement (System Wide)	150,000			
158				Lift Station Electrical Panel	25,000			
159				Vac. Station #2 150KW generator \$150,000	0			
160				Gravity Sewer Repair & Rehabilitation	100,000			
161				Lift Station Rehabilitations NW18, NW4, SW13; & SE7	100,000			
162				Manhole Rehabilitations	72,000			
163				Scada System	25,000			
164				16" State Road Expansion for Lakefront	1,009,729			
165				Engineering Service for RFP - GWTP Water Stability	75,000			
166				Kings Bay Water Main Expansion	309,000			
167				Lift Station Pump Replacements	32,000			
168				Lift Station Rehabilitations SE3, SW6, SW8, NE1, NE4, NE6	100,000			
169				Vacuum Pump Replacement	25,000			
170				Generators Replacement - WWTP				
173				Sub-total	2,172,729			
174				Total CIP Expenditures/Equipment Replacement & Rehab Proposed		2,172,729		
175								
176				Proposed Departmental Capital Expenditures: (Detail on D-1)				
177				Administration	500,000			
178				Maintenance	208,950			
179				Water	161,676			
180				Wastewater	532,800			
181				Meter Reading	0			
182				Total Proposed Departmental Capital Expenditures		1,403,426		
183								
184				Grand Total of Proposed Capital Funds Expenditures		15,560,946		
185								
186	PROJECTED RESERVES END OF FISCAL YEAR							
187	Fund Balance Reserves at September 30, 2025 (Projected):							
188	Restricted by Bond Covenants/Loan Documents:							
189				RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	618,255			
190				Capital Connection Charge Fund-Water	161,252			
191				Capital Connection Charge Fund-Sewer	89,873			
192				Capital Connection Charge Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	135,034			
193				Fire Hydrant Fund	542,523			
194				Sub-Total	1,546,937			
195	Restricted by Board Policy & General Operating Funds							
196				General Operating Funds	1,356,075			
197				PTO Account Fund	100,462			
198				Debt Servicing Reserve	190,508			
199				Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	707,933			
200				Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,411,510			
201				Future CIP Funding	81,050			
202				Rate Stabilization Fund	693,805			
203				Sub-Total	4,541,343			
204				Fund Balance Reserves at September 30, 2025 (Projected)		6,088,281		
205								
206				TOTAL PROPOSED CAPITAL EXPENDITURES AND FUND BALANCES			21,649,227	
207								
208				REMAINING FUNDS			\$0	
212								

	A	B	C	D	E	F	G	H
213				Okeechobee Utility Authority				
214				FY25 Budget				
215				Budget Summary				06/11/2024
216				Debt Service Coverage Tests				
217								
218				Senior Lien Debt Service Coverage Analysis (110% Required)				
219								
220				General Utility Operating Revenue (line 9 above)		13,628,808		
221				Less Total Oper Exp (line 10 above)		(10,865,091)		
222				Funds needed from Rate Stabilization Fund		190,000		
223				Net General Utility Operating Revenue		2,953,717		
224								
225				Total Current Year Operating Revenue for Senior Lien Coverage Test		2,953,717		
226								
227				Senior Lien Debt Service		(1,872,741)		157.7%
228								
229				Remaining General Utility Oper Rev After Truist Bank Debt Service		1,080,976		
230								
231				Senior Lien Coverage				
232								
233				Junior Lien Debt Coverage Analysis (115% for SRF) (120% for RSF)		FOR SRF		
234						COVERAGE		
235				Remaining General Utility Oper Revenue After Truist Bank Debt Service		1,080,976		
236				Less Senior Lien Coverage Factor at 10%		(187,274)		
237				Less Junior Lien Coverage Factor at 15%		(102,429)		
238				Incremental Rate Revenue from FY10 & FY11 rate increases added above		0		
239				Available Revenue for SRF (Junior Lien) DSC Calculation		791,273		115.9%
240								
243				SRF (Junior Lien) Debt Service		682,862		
244				Dollars required to satisfy SRF (Junior Lien Coverage) per Board Policy of 115%		102,429		
245				Total Operating Funds required to meet SRF (junior lien) debt coverage ratio		785,292		
246								
247								A-7

	A	B	C	D	E	F	G
1				Okeechobee Utility Authority			
2				FY25 Budget			06/11/2024
3				Proposed Departmental Capital Expenditures			
4							
5				DEPARTMENT TOTALS		Operating	Capital
6				ADMINISTRATION		22,000	500,000
7				MAINTENANCE		8,000	208,950
8				WATER		5,000	161,676
9				WASTEWATER		5,600	532,800
10				METER		4,200	0
11					TOTALS	44,800	1,403,426
12				Administration			
13				Administration Office			350,000
14				BS&A - Development & Implementation			150,000
15				Hardware for BS&A-Register etc. (6)		10,000	
16				BS&A or Springbrook Training		10,000	
19				New computer		2,000	
20					Sub Total Administration	22,000	500,000
21				Maintenance			
28				Skid Steer loader with accessories			75,000
29				Replace Truck 516 Silverado 3500 HD			66,000
30				6" BBA BA150KS Sewer & Trash Pump			67,950
31				Handheld Tablets (10 units)		8,000	
32							
33					Sub Total Maintenance	8,000	208,950
34				Water			
35							
36				2 Filter valve actuators			30,000
37				Replacement of Chlorine Skid			41,676
38				Chemical pumps		5,000	40,000
39							
40				Chiller			50,000
41							
42							
43					Sub Total Water	5,000	161,676
44				Wastewater			
45				Clarifier rebuild			227,800
46				Bar Screen Auger repair		600	
47				Utility trailer		5,000	
48							
49				Dump Trailer			14,000
50				Replace truck 435 (F150 4X4)			66,000
51							
52				Replace & Relocate MCC 200			200,000
53				Replace MCC 300,400, 500 & 600 (FY28)			
54				Wireless Cameras			25,000
55					Sub Total Wastewater	5,600	532,800
56				Meter			
57				Leaf Blower & Hedge Trimmer		1,000	
58				Handheld Tablets (4 units)		3,200	
59					Sub Total Meter	4,200	0

A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X							
2	Okeechobee Utility Authority - FY24 Budget																												
3	Projected Fund Balances													Gen	Debt	Emergency	Operating	RR&I Min											
4														Oper	Service	PTO	Rsrv Fd	Rsrv Fd	5% of Prev	CCC	CCC	10/20Plan	Fire	Future	Rate				
5	Projected Fund Balances at Oct 1, 2023 before FY24 budget assumptions													Acct	Acct.	Acct	(30 days)	(60 days)	Yr Op Rev	Water	Sewer	Direct	Fund	Funding	Fund	Total			
6	Projected effect on fund balances from FY22 Operations:																												
7	Net General Utility Operating Revenue																0	-0											
8	Debt Servicing coverage														2,555,603													2,555,603	
9	Trust Debt Service Payments (required)														(1,872,741)													(1,872,741)	
11	Fire Hydrant Fund Fees														100,183								100,183					100,183	
12	Water CCC from Infill														22,550					22,550									22,550
13	WasteWater CCC from Infill														108,624						108,624							108,624	
14	SRF Debt Service Payments (required)														(682,862)													(682,862)	
15	Restricted Interest Income (from worksheet B4)														348,766	264,233	18,877	37,755	18,877	0		4,576		0	4,447		348,766		
16	Rate Revenue from FY10 & FY11 Rate Increases														0	0								0			0		
19	External funding from Grants and Loans																											0	
20	Treasure Island Waste Water Project - Construction													30,000,000	24,520,580	0	30,000,000												0
21	Treasure Island Waste Water Project - Engineering													3,180,385	1,000,000	1,400,000	1,780,385												1,780,385
22	Pine Ridge Park Wastewater													4,371,951	4,250,000	4,371,951	-											0	
23	Pine Ridge Park Water													877,866		877,866	-											0	
24	Eckler Project Mngmt & Construct													404,145	276,600	404,145	-											0	
25	SW Service Area- Project1 Engin. & CEI													1,116,341	1,116,341	1,116,341	-											0	
26	SW Service Area- Project2 Engin. & CEI													1,407,280	1,407,280	1,055,460	351,820											351,820	
27	SW Service Area- Project3 Engin. & CEI													836,079	836,079	353,467	482,612											241,306	
28	SW Service Area - Project 1 MFM - Construction													1,887,851	1,887,851	1,887,851	-											0	
29	SW Service Area - Project 1 MPS - Construction													1,982,059	1,982,059	1,982,059	-											0	
30	SW Service Area - Project 1 SE2 Intercon.- Const.													1,334,052	1,334,052	400,216	933,836											560,302	
31	SW Service Area - Project 2 Oak Park- Const.													373,867	373,867	186,934	186,934											186,934	
32	SW Service Area - Project 2 Vacuum collect.- Const.													12,165,517	15,005,897	9,124,138	3,041,379											3,041,379	
33	SW Service Area - Project 3 Okee Tantie Construction													9,197,574	9,197,574	0	9,197,574											2,759,272	
34	SW 5th Ave - Septic to Sewer													6,355,885	2,500,000	378,574	5,977,311											1,793,193	
36	OSTDS - Connection of Home to Sewer - Grant													2,500,000	2,500,000	0	2,500,000											1,250,000	
37	Lakefront Developer Contrib. - Watermain Expansion													2,640,271	0	2,640,271	300,000											300,000	
38	Lakefront Developer Contrib. - Engineering Fee													359,729		359,729	179,865											179,865	
39	Engineering Service TCI Septic to Sewer Project - OSTDS													20,200		20,200	20,200											20,200	
40	Net Source of Funds from Operations after debt service, excluding restricted funds														208,114		208,114											208,114	
41	Transfer of Funds to cover overdraft																											0	
43	Fund Balances Before Capital Expenditures													0	14,364,595	190,508	100,462	707,933	1,411,510	618,255	422,928	443,873	502,834	542,523	1,000,000	1,343,805	21,649,227		
44				Project Budget	Original Grant	Spent @ 09.30.24	Remaining Balance			Gen	Debt Servicing	PTO	Emerg. Resv.	Operating Resv.	RR&I Min	CCC Water	CCC Sewer	WWTP	Fire Hydrant	Future CIP	Rate Stabilization	Project Alloc.							
45				30,000,000	24,520,580	0	30,000,000			0												0							
46				3,180,385	1,000,000	1,400,000	1,780,385			(1,780,385)												(1,780,385)							
47	243			4,371,951	4,250,000	4,371,951	-			0												0							
48				877,866		877,866	-			0												-							
49				404,145	276,600	404,145	-			0												-							
50				1,116,341	1,116,341	1,116,341	-															-							
51				1,407,280	1,407,280	1,055,460	351,820			(351,820)												(351,820)							
52				836,079	836,079	353,467	482,612			(241,306)												(241,306)							
53				1,887,851	1,887,851	1,887,851	-			0												-							
54				1,982,059	1,982,059	1,982,059	-			0												-							
55				1,334,052	1,334,052	400,216	933,836			(560,302)												(560,302)							
56				373,867	373,867	186,934	186,934			(186,934)												(186,934)							
57				12,165,517	15,005,897	9,124,138	3,041,379			(3,041,379)												(3,041,379)							
58				9,197,574	9,197,574	0	9,197,574			(2,759,272)												(2,759,272)							
59				6,355,885	2,500,000	378,574	5,977,311			(1,793,193)												(1,793,193)							
61				2,500,000	2,500,000	0	2,500,000			(1,250,000)												(1,250,000)							
62				2,640,271	0	0	2,640,271															(650,000)							
63				359,729		359,729				(359,729)												(359,729)							
64				20,200		20,200				(20,200)												(20,200)							
65				75,000		75,000										(75,000)						(75,000)							
66				309,000		309,000				(309,000)												(309,000)							
67				150,000		150,000				(150,000)												(150,000)							
68				150,000		150,000																(150,000)							
74				25,000		25,000											(25,000)					(25,000)							
75																						0							
76				100,000		100,000											(100,000)					(100,000)							
77				100,000		100,000																(100,000)							
78				72,000		72,000																(72,000)							
79				25,000		25,000										(25,000)						(25,000)							
81				32,000		32,000																(32,000)							
82				100,000		100,000																(100,000)							
83				25,000		25,000																(25,000)							
84	Departmental Capital Requests: (Detail on D-1)																									0			
85				500,000		500,000																(500,000)							
86				208,950		208,950				(141,000)												(67,950)							
87				161,676		161,676											(161,676)					(161,676)							
88				532,800		532,800				(64,000)												(367,800)							
89				0		0																0							
91				TOTAL	83,577,478	68,188,180	60,038,477			(13,008,520)	0	0	0	0	0	(261,676)	(354,000)	(367,800)	0	(918,950)	(650,000)	(15,560,946)							
92	Projected Fund Balances at September 30, 2023													1,356,075	190,508	100,462	707,933	1,411,510	618,255	161,252	89,873	135,034	542,523	81,050	693,805	6,088,281			

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

AUGUST 29, 2024

INVOICE FROM HINTERLAND GROUP INC. – SOUTH WEST SERVICE AREA 2

At the beginning of last month's board meeting, July 16th, staff withdrew consent agenda item # 10 from the package (pay application # 14 - Hinterland Group Inc, SW 2 Project) to perform further review and validation for completeness.

In collaboration with Hinterland, Sumner Engineering and USDA, a review of past pay applications concluded that pay app. # 13 required adjustment to account for a miscalculation in the roll forward amount of stored material.

Since, pay application # 13 was already paid, Hinterland and OUA agreed to exchange checks to correct the excess payment of \$62,259.13. Wherein, Hinterland would return the initial payment of \$531,784.69 and OUA to prepare a check for the corrected calculated amount of \$469,525.56.

Following the correction of pay app.# 13 (by exchanging checks with values above), the next step would be to address the current pay application #14, withdrawn from July's meeting agenda, by revising the carry forward from the corrected pay app. # 13 resulting in the amount of \$335,745.20 being due.

Due to the elapse of time, authorization was solicited and obtained from individual board members prior of this meeting on the following issues:

1. Exchanging of checks with Hinterland to correct overpayment on pay app. # 13 (Hinterland to return check - \$531,784.69 and OUA to issue check \$469,525.56).
2. Settle corrected pay app #14 for \$335,745.20 as proposed by staff.

After discussion and explanation, staff requests that two motions be moved to ratify prior authorization given to staff; Ratifying the exchanging of checks between Hinterland and OUA in the value stated above and the payment of corrected pay app # 14 in the amount of \$335,745.20



July 18, 2024

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

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

Mr. Hayford:

Please find attached a corrected copy of Pay Application No. 13 for the above-referenced project, recommended for gross payment in the amount of \$469,525.56, which covers work confirmed to have been completed and materials stored for the period from May 3 - 31, 2024, less the required 5% retainage.

With this corrected amount of \$469,525.56 (the previously submitted application included a due amount of \$531,784.69, leading to an overpayment of \$62,259.13.) To correct the overpayment, both Hinterland and OUA have agreed to exchange checks.

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

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

Contractor's Application for Payment

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

Application No.: 13 **Application Date:** 5/31/2024
Application Period: From 5/3/2024 to 5/31/2024


1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 11,954,105.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,140,738.77
5. Retainage	
a. <u>5%</u> X \$ <u>6,180,772.27</u> Work Completed	\$ 309,038.61
b. <u>5%</u> X \$ <u>959,966.50</u> Stored Materials	\$ 47,998.33
c. Total Retainage (Line 5.a + Line 5.b)	\$ 357,036.94
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 6,783,701.83
7. Less previous payments (Line 6 from prior application)	\$6,314,176.27
8. Amount due this application	\$ 469,525.56
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 4,813,366.23


Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Josh Ramirez

Signature:  **Date:** 7/23/2024

Recommended by Engineer: <u>Jeffrey M Sumner</u>	Approved by Owner: <u>Steve Nelson</u>
By: <u></u>	By: _____
Title: <u>President</u>	Title: <u>Chairman</u>
Date: <u>07/23/24</u>	Date: _____

Approved by Funding Agency

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 13 **Application Period:** From 05/03/24 to 05/31/24 **Application Date:** 05/31/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	361,666.64	20,989.58		382,656.22	49%	392,343.78
2	Indemnification	\$ 214,000.00	214,000.00	-		214,000.00	100%	-
3	As-Built Record Drawings	\$ 100,000.00	30,000.00			30,000.00	30%	70,000.00
4	Maintenance of Traffic	\$ 105,000.00	68,100.00	5,250.00		73,350.00	70%	31,650.00
5	Existing Utility Location / Identification	\$ 30,000.00	19,500.00	1,500.00		21,000.00	70%	9,000.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	22,750.00	1,750.00		24,500.00	70%	10,500.00
Vacuum Pump Station No. 4								
10a	Excavation and Dewatering	\$80,000.00	80,000.00			80,000.00	100%	-
10b	Building Shell	\$365,000.00	273,200.00	36,500.00		309,700.00	85%	55,300.00
10c	Roof	\$45,000.00				-	0%	45,000.00
10d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00
10e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00				-	0%	45,000.00
10f	Generator	\$200,000.00				-	0%	200,000.00
10g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
10h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	97,500.00		6,867.30	104,367.30	70%	45,632.70
10i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
10j	Interior Piping	\$65,000.00				-	0%	65,000.00
10k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
10l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
10m	HVAC	\$40,000.00				-	0%	40,000.00
10n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
10o	Odor Control	\$15,000.00				-	0%	15,000.00
10p	Plumbing	\$8,500.00	6,375.00			6,375.00	75%	2,125.00
10q	Bathroom	\$7,500.00				-	0%	7,500.00
10r	Doors	\$25,000.00				-	0%	25,000.00
10s	Concrete Drive	\$65,000.00				-	0%	65,000.00
10t	Underdrain	\$20,000.00	20,000.00			20,000.00	100%	-
10u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	77,645.00			77,645.00	95%	3,855.00
Vacuum Pump Station No. 5								
11a	Excavation and Dewatering	\$80,000.00	72,000.00			72,000.00	90%	8,000.00
11b	Building Shell	\$365,000.00		91,250.00		91,250.00	25%	273,750.00
11c	Roof	\$45,000.00				-	0%	45,000.00
11d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 13 **Application Period:** From 05/03/24 to 05/31/24 **Application Date:** 05/31/24

A 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 (\$)				
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		16,500.00	6,867.30	23,367.30	16%	126,632.70
11i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
11j	Interior Piping	\$65,000.00				-	0%	65,000.00
11k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
11l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
11m	HVAC	\$40,000.00				-	0%	40,000.00
11n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
11o	Odor Control	\$15,000.00				-	0%	15,000.00
11p	Plumbing	\$8,500.00				-	0%	8,500.00
11q	Bathroom	\$7,500.00				-	0%	7,500.00
11r	Doors	\$25,000.00				-	0%	25,000.00
11s	Concrete Drive	\$65,000.00				-	0%	65,000.00
11t	Underdrain	\$20,000.00				-	0%	20,000.00
11u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	73,350.00			73,350.00	90%	8,150.00
Restoration								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
Original Contract Totals		\$ 5,177,000.00	\$ 1,416,086.64	\$ 173,739.58	\$ 518,470.60	\$ 2,108,296.82	41%	\$ 3,068,703.18
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 13 Application Period: From 05/03/24 to 05/31/24 Application Date: 05/31/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 5,177,000.00	\$ 1,416,086.64	\$ 173,739.58	\$ 518,470.60	\$ 2,108,296.82	41%	\$ 3,068,703.18

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 13 Application Period: From 05/03/24 to 05/31/24 Application Date: 05/31/24

A Bid Item No.	B Description	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Sanitary System											
7a	Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	28500.00	LF	\$ 55.00	1,567,500.00	26,375.00	1,450,625.00	9,780.12	1,460,405.12	93%	107,094.88
7b	Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	6100.00	LF	\$ 65.00	396,500.00	7,626.00	495,690.00	-	495,690.00	125%	(99,190.00)
7c	Furnish and install SDR 21 PVC Vacuum main, Complete - 8 inch	2200.00	LF	\$ 80.00	176,000.00	2,131.00	170,480.00	-	170,480.00	97%	5,520.00
7d	Furnish and install SDR 21 PVC Vacuum main, Complete - 10 inch	2900.00	LF	\$ 98.00	284,200.00	2,621.00	256,858.00	-	256,858.00	90%	27,342.00
8a	Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	45.00	EA	\$ 2,800.00	126,000.00	35.00	98,000.00	13,605.54	111,605.54	89%	14,394.46
8b	Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	12.00	EA	\$ 3,600.00	43,200.00	13.00	46,800.00	-	46,800.00	108%	(3,600.00)
8c	Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	2.00	EA	\$ 3,800.00	7,600.00	3.00	11,400.00	-	11,400.00	150%	(3,800.00)
8d	Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	3.00	EA	\$ 4,600.00	13,800.00	2.00	9,200.00	451.81	9,651.81	70%	4,148.19
9a	Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	70	EA	\$ 12,500.00	875,000.00	44.00	550,000.00	116,305.84	666,305.84	76%	208,694.16
9b	Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	47	EA	\$ 14,200.00	667,400.00	13.00	184,600.00	130,121.37	314,721.37	47%	352,678.63
9c	Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	62	EA	\$ 13,000.00	806,000.00	26.00	338,000.00	144,469.24	482,469.24	60%	323,530.76
9d	Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	18	EA	\$ 14,700.00	264,600.00	11.00	161,700.00	26,761.98	188,461.98	71%	76,138.02
Restoration											
12a	Bahia Sod	38,830	LF	\$ 8.50	330,055.00	38,830.00	330,055.00	-	330,055.00	100%	-
12b	Concrete Driveways	4,000	SY	\$ 95.00	380,000.00	219.00	20,805.00	-	20,805.00	5%	359,195.00
12c	Asphalt Driveways	1,500	SY	\$ 65.00	97,500.00	280.00	18,200.00	-	18,200.00	19%	79,300.00
12d	Gravel Driveways	1,400	SY	\$ 35.00	49,000.00	1,030.00	36,050.00	-	36,050.00	74%	12,950.00
12e	Asphalt Millings Driveway	120	SY	\$ 50.00	6,000.00	-	-	-	-	0%	6,000.00
12f	Brick Paver Driveway	50	SY	\$ 135.00	6,750.00	50.00	6,750.00	-	6,750.00	100%	-
12g	Type 3: Asphaltic Concrete Pavement Patch	8,000	SY	\$ 85.00	680,000.00	4,773.33	405,733.05	-	405,733.05	60%	274,266.95
Original Contract Totals					\$ 6,777,105.00		\$ 4,590,946.05	\$ 441,495.90	\$ 5,032,441.95	74%	\$ 1,744,663.05
Change Orders											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 13 **Application Period:** From 05/03/24 to 05/31/24 **Application Date:** 05/31/24

A Bid Item No.	B Description	Contract Information				Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)				
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)								
					-		-		-		-				
					-		-		-		-				
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					-		-		-		-				
					-		-		-		-				
Change Order Totals					\$	-	\$	-	\$	-	\$	-			
Original Contract and Change Orders															
Project Totals					\$	6,777,105.00	\$	4,590,946.05	\$	441,495.90	\$	5,032,441.95	74%	\$	1,744,663.05

Stored Materials Summary

Contractor's Application for Payment

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

Application No.:		Application Period:		From		to		Application Date:				
13				05/03/24		05/31/24		05/31/24				
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
7a	129713335-0013, 129713335-0014, 131061850-001,		4" SDR 21 Pipe	P.S. 5	3	128,830.03		128,830.03	119,049.91	-	119,049.91	9,780.12
7b	129713335-001, 131061850-001, 132354976-001		6" SDR 21 Pipe	P.S. 5	1, 3	95,878.91		95,878.91	91,732.95	4,145.96	95,878.91	-
7c	129713335-001, 13235716-001		8" SDR 21 Pipe	P.S. 5	1, 3	45,100.50		45,100.50	44,545.29	555.21	45,100.50	-
7d	129713335-001, 129713335-0013		10" SDR 21 Pipe	P.S. 5	1, 3	96,100.91		96,100.91	96,100.91	-	96,100.91	-
8a	7732618-000-000		4" Mega Lugs for GV	P.S. 5	3	22,507.56		22,507.56	8,902.02	-	8,902.02	13,605.54
8b	7732618-000-000		6" Mega Lugs for GV	P.S. 5	3	2,179.70		2,179.70	1,816.37	363.33	2,179.70	-
8c	7732618-000-000		8" Mega Lugs for GV	P.S. 5	3	1,204.88		1,204.88	1,204.88	-	1,204.88	-
8d	7732618-000-000		10" Mega Lugs for GV	P.S. 5	3	1,355.44		1,355.44	903.63	-	903.63	451.81
9a	129713335-001, INV- 0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	262,041.59		262,041.59	138,372.81	7,362.94	145,735.75	116,305.84
9b	129713335-001, INV- 0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	175,942.21		175,942.21	42,139.37	3,681.47	45,820.84	130,121.37
9c	129713335-001, INV- 0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	232,093.98		232,093.98	69,217.39	18,407.35	87,624.74	144,469.24
9d	129713335-001, INV- 0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	67,382.12		67,382.12	25,894.26	14,725.88	40,620.14	26,761.98
10d	INV104551		Single Girder Top Running Crane	J. Herbert Warehouse	5	14,868.00		14,868.00	-	-	-	14,868.00
11d	INV104550		Single Girder Top Running Crane	J. Herbert Warehouse	5	14,868.00		14,868.00	-	-	-	14,868.00
10i	Inv-0746		Pump Station Skid	Flovac Warehouse	5	237,500.00		237,500.00	-	-	-	237,500.00
11i	Inv-0747		Pump Station Skid	Flovac Warehouse	11	237,500.00		237,500.00	-	-	-	237,500.00
10h	S2713287.001		SPDS for P.S. 4	Hinterland Warehouse	6	6,867.30		6,867.30	-	-	-	6,867.30
11h	S2713287.001		SPDS for P.S. 5	Hinterland Warehouse	6	6,867.30		6,867.30	-	-	-	6,867.30
Totals						\$ 1,649,088.43	\$ -	\$ 1,649,088.43	\$ 639,879.79	\$ 49,242.14	\$ 689,121.93	\$ 959,966.50



July 30, 2024

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

**RE: SWSA Project 2 – Vacuum Collection System
Hinterland Group, Inc. – Pay Application No. 14**

Mr. Hayford:

Please find attached Pay Application No. 14 for the above-referenced project, recommended for gross payment in the amount of \$335,745.20, which covers work confirmed to have been completed and materials stored for the period from June 1 - 28, 2024, less the required 5% retainage.

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

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner
Digitally signed by
Jeffrey M. Sumner
Date: 2024.07.30
07:31:51 -04'00'

Jeffrey M. Sumner, PE
President

Contractor's Application for Payment

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

Application No.: <u>14</u>	Application Date: <u>7/2/2024</u>
Application Period: From <u>6/1/2024</u> to <u>6/28/2024</u>	

1. Original Contract Price	\$ 11,954,105.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 11,954,105.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,494,154.77
5. Retainage	
a. <u>5%</u> X <u>\$ 6,622,543.55</u> Work Completed	\$ 331,127.18
b. <u>5%</u> X <u>\$ 871,611.22</u> Stored Materials	\$ 43,580.56
c. Total Retainage (Line 5.a + Line 5.b)	\$ 374,707.74
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,119,447.03
7. Less previous payments (Line 6 from prior application)	\$6,783,701.83
8. Amount due this application	\$ 335,745.20
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 4,459,950.23

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Josh Ramirez

Signature: **Date:** 7/23/2024

Recommended by Engineer: <u>Jeffrey M Sumner</u>	Approved by Owner: <u>Steve Nelson</u>
By:	By: _____
Title: <u>President</u>	Title: <u>Chairman</u>
Date: <u>07/23/24</u>	Date: _____

Approved by Funding Agency

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

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

Application No.: 14 Application Period: From 06/01/24 to 06/28/24 Application Date: 07/02/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
General								
1	Mobilization	\$ 775,000.00	382,656.22	41,979.16		424,635.38	55%	350,364.62
2	Indemnification	\$ 214,000.00	214,000.00	-		214,000.00	100%	-
3	As-Built Record Drawings	\$ 100,000.00	30,000.00			30,000.00	30%	70,000.00
4	Maintenance of Traffic	\$ 105,000.00	73,350.00	10,500.00		83,850.00	80%	21,150.00
5	Existing Utility Location / Identification	\$ 30,000.00	21,000.00	3,000.00		24,000.00	80%	6,000.00
6	NPDES General Construction Permit Compliance	\$ 35,000.00	24,500.00	3,500.00		28,000.00	80%	7,000.00
Vacuum Pump Station No. 4								
10a	Excavation and Dewatering	\$80,000.00	80,000.00			80,000.00	100%	-
10b	Building Shell	\$365,000.00	309,700.00			309,700.00	85%	55,300.00
10c	Roof	\$45,000.00				-	0%	45,000.00
10d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00
10e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00				-	0%	45,000.00
10f	Generator	\$200,000.00				-	0%	200,000.00
10g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
10h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	97,500.00		6,867.30	104,367.30	70%	45,632.70
10i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
10j	Interior Piping	\$65,000.00				-	0%	65,000.00
10k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
10l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
10m	HVAC	\$40,000.00				-	0%	40,000.00
10n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
10o	Odor Control	\$15,000.00				-	0%	15,000.00
10p	Plumbing	\$8,500.00	6,375.00			6,375.00	75%	2,125.00
10q	Bathroom	\$7,500.00				-	0%	7,500.00
10r	Doors	\$25,000.00				-	0%	25,000.00
10s	Concrete Drive	\$65,000.00				-	0%	65,000.00
10t	Underdrain	\$20,000.00	20,000.00			20,000.00	100%	-
10u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	77,645.00			77,645.00	95%	3,855.00
Vacuum Pump Station No. 5								
11a	Excavation and Dewatering	\$80,000.00	72,000.00			72,000.00	90%	8,000.00
11b	Building Shell	\$365,000.00	91,250.00			91,250.00	25%	273,750.00
11c	Roof	\$45,000.00				-	0%	45,000.00
11d	Overhead Bridge Hoist	\$65,000.00			14,868.00	14,868.00	23%	50,132.00
11e	Miscellaneous (Gutters, Hose Bibs, Lights, etc)	\$45,000.00				-	0%	45,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

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

Application No.: 14 Application Period: From 06/01/24 to 06/28/24 Application Date: 07/02/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
11f	Generator	\$200,000.00				-	0%	200,000.00
11g	Electrical (Equipment only)	\$65,000.00				-	0%	65,000.00
11h	Electrical (Conduits, Wire, Labor, etc.)	\$150,000.00	16,500.00		6,867.30	23,367.30	16%	126,632.70
11i	Vacuum Skids (Vacuum Pumps, Tank, and	\$525,000.00			237,500.00	237,500.00	45%	287,500.00
11j	Interior Piping	\$65,000.00				-	0%	65,000.00
11k	Yard Piping and Valves	\$25,000.00				-	0%	25,000.00
11l	Interior / Exterior Finishes	\$30,000.00				-	0%	30,000.00
11m	HVAC	\$40,000.00				-	0%	40,000.00
11n	Louvers and Metalwork	\$7,500.00				-	0%	7,500.00
11o	Odor Control	\$15,000.00				-	0%	15,000.00
11p	Plumbing	\$8,500.00				-	0%	8,500.00
11q	Bathroom	\$7,500.00				-	0%	7,500.00
11r	Doors	\$25,000.00				-	0%	25,000.00
11s	Concrete Drive	\$65,000.00				-	0%	65,000.00
11t	Underdrain	\$20,000.00				-	0%	20,000.00
11u	General Sitework (Clearing, Grading, etc.)	\$81,500.00	73,350.00			73,350.00	90%	8,150.00
Restoration								
13	Pavement Markings	\$58,000.00				-	0%	58,000.00
						-		-
						-		-
						-		-
Original Contract Totals		\$ 5,177,000.00	\$ 1,589,826.22	\$ 58,979.16	\$ 518,470.60	\$ 2,167,275.98	42%	\$ 3,009,724.02
Change Orders								
						-		-
						-		-
						-		-
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 14 Application Period: From 06/01/24 to 06/28/24 Application Date: 07/02/24

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
						-		-	
						-		-	
						-		-	
						-		-	
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						-		-	
	Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Original Contract and Change Orders									
	Project Totals	\$ 5,177,000.00	\$ 1,589,826.22	\$ 58,979.16	\$ 518,470.60	\$ 2,167,275.98	42%	\$ 3,009,724.02	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 14 **Application Period:** From 06/01/24 to 06/28/24 **Application Date:** 07/02/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	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) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Sanitary System											
7a	Furnish and install SDR 21 PVC Vacuum main, Complete - 4 inch	28500.00	LF	\$ 55.00	1,567,500.00	26,375.00	1,450,625.00	9,780.12	1,460,405.12	93%	107,094.88
7b	Furnish and install SDR 21 PVC Vacuum main, Complete - 6 inch	6100.00	LF	\$ 65.00	396,500.00	7,626.00	495,690.00	-	495,690.00	125%	(99,190.00)
7c	Furnish and install SDR 21 PVC Vacuum main, Complete - 8 inch	2200.00	LF	\$ 80.00	176,000.00	2,131.00	170,480.00	-	170,480.00	97%	5,520.00
7d	Furnish and install SDR 21 PVC Vacuum main, Complete - 10 inch	2900.00	LF	\$ 98.00	284,200.00	2,621.00	256,858.00	-	256,858.00	90%	27,342.00
8a	Furnish and install Resilient Wedge Gate Division Valves, complete - 4-inch	45.00	EA	\$ 2,800.00	126,000.00	35.00	98,000.00	13,605.54	111,605.54	89%	14,394.46
8b	Furnish and install Resilient Wedge Gate Division Valves, complete - 6-inch	12.00	EA	\$ 3,600.00	43,200.00	13.00	46,800.00	-	46,800.00	108%	(3,600.00)
8c	Furnish and install Resilient Wedge Gate Division Valves, complete - 8-inch	2.00	EA	\$ 3,800.00	7,600.00	3.00	11,400.00	-	11,400.00	150%	(3,800.00)
8d	Furnish and install Resilient Wedge Gate Division Valves, complete - 10-inch	3.00	EA	\$ 4,600.00	13,800.00	2.00	9,200.00	451.81	9,651.81	70%	4,148.19
9a	Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	70	EA	\$ 12,500.00	875,000.00	53.00	662,500.00	83,172.61	745,672.61	85%	129,327.39
9b	Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	47	EA	\$ 14,200.00	667,400.00	18.00	255,600.00	111,714.02	367,314.02	55%	300,085.98
9c	Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	62	EA	\$ 13,000.00	806,000.00	35.00	455,000.00	111,336.01	566,336.01	70%	239,663.99
9d	Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	18	EA	\$ 14,700.00	264,600.00	12.00	176,400.00	23,080.51	199,480.51	75%	65,119.49
Restoration											
12a	Bahia Sod	38,830	LF	\$ 8.50	330,055.00	38,830.00	330,055.00	-	330,055.00	100%	-
12b	Concrete Driveways	4,000	SY	\$ 95.00	380,000.00	339.00	32,205.00	-	32,205.00	8%	347,795.00
12c	Asphalt Driveways	1,500	SY	\$ 65.00	97,500.00	325.00	21,125.00	-	21,125.00	22%	76,375.00
12d	Gravel Driveways	1,400	SY	\$ 35.00	49,000.00	1,030.00	36,050.00	-	36,050.00	74%	12,950.00
12e	Asphalt Millings Driveway	120	SY	\$ 50.00	6,000.00	-	-	-	-	0%	6,000.00
12f	Brick Paver Driveway	50	SY	\$ 135.00	6,750.00	50.00	6,750.00	-	6,750.00	100%	-
12g	Type 3: Asphaltic Concrete Pavement Patch	8,000	SY	\$ 85.00	680,000.00	5,400.00	459,000.17	-	459,000.17	68%	220,999.83
					-		-		-		-
Original Contract Totals					\$ 6,777,105.00		\$ 4,973,738.17	\$ 353,140.62	\$ 5,326,878.79	79%	\$ 1,450,226.21
Change Orders											
					-		-		-		-
					-		-		-		-
					-		-		-		-
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 14 Application Period: From 06/01/24 to 06/28/24 Application Date: 07/02/24

A Bid Item No.	B Description	Contract Information			Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)					
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)									
					-		-		-		-					
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					-		-		-		-					
Change Order Totals					\$	-	\$	-	\$	-	\$	-				
Original Contract and Change Orders																
					Project Totals	\$	6,777,105.00	\$	4,973,738.17	\$	353,140.62	\$	5,326,878.79	79%	\$	1,450,226.21

Stored Materials Summary

Contractor's Application for Payment

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

Application No.:		Application Period:				From:		to:		Application Date:		
14						06/01/24		06/28/24		07/02/24		
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work		Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)		
7a	129713335-0013, 129713335-0014, 131061850-001,		4" SDR 21 Pipe	P.S. 5	3	128,830.03		128,830.03	119,049.91	-	119,049.91	9,780.12
7b	129713335-001, 131061850-001, 132354976-001		6" SDR 21 Pipe	P.S. 5	1, 3	95,878.91		95,878.91	95,878.91		95,878.91	-
7c	129713335-001, 13235716-001		8" SDR 21 Pipe	P.S. 5	1, 3	45,100.50		45,100.50	45,100.50		45,100.50	-
7d	129713335-001, 129713335-0013		10" SDR 21 Pipe	P.S. 5	1, 3	96,100.91		96,100.91	96,100.91	-	96,100.91	-
8a	7732618-000-000		4" Mega Lugs for GV	P.S. 5	3	22,507.56		22,507.56	8,902.02	-	8,902.02	13,605.54
8b	7732618-000-000		6" Mega Lugs for GV	P.S. 5	3	2,179.70		2,179.70	2,179.70		2,179.70	-
8c	7732618-000-000		8" Mega Lugs for GV	P.S. 5	3	1,204.88		1,204.88	1,204.88	-	1,204.88	-
8d	7732618-000-000		10" Mega Lugs for GV	P.S. 5	3	1,355.44		1,355.44	903.63	-	903.63	451.81
9a	129713335-001, INV-0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	262,041.59		262,041.59	145,735.75	33,133.23	178,868.98	83,172.61
9b	129713335-001, INV-0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	175,942.21		175,942.21	45,820.84	18,407.35	64,228.19	111,714.02
9c	129713335-001, INV-0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	232,093.98		232,093.98	87,624.74	33,133.23	120,757.97	111,336.01
9d	129713335-001, INV-0718		3" SDR 21 Pipe, Pit Assemblies	P.S. 5	1, 3	67,382.12		67,382.12	40,620.14	3,681.47	44,301.61	23,080.51
10d	INV104551		Single Girder Top Running Crane	J. Herbert Warehouse	5	14,868.00		14,868.00	-	-	-	14,868.00
11d	INV104550		Single Girder Top Running Crane	J. Herbert Warehouse	5	14,868.00		14,868.00	-	-	-	14,868.00
10i	Inv-0746		Pump Station Skid	Flovac Warehouse	5	237,500.00		237,500.00	-	-	-	237,500.00
11i	Inv-0747		Pump Station Skid	Flovac Warehouse	11	237,500.00		237,500.00	-	-	-	237,500.00
10h	S2713287.001		SPDS for P.S. 4	Hinterland Warehouse	6	6,867.30		6,867.30	-	-	-	6,867.30
11h	S2713287.001		SPDS for P.S. 5	Hinterland Warehouse	6	6,867.30		6,867.30	-	-	-	6,867.30
Totals						\$ 1,649,088.43	\$ -	\$ 1,649,088.43	\$ 689,121.93	\$ 88,355.28	\$ 777,477.21	\$ 871,611.22

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

AUGUST 29, 2024

PAID TIME OFF – PTO

At the April board meeting, the Board unanimously approved the implementation of a PTO plan (starting 10.01.24) replacing the current payment for absence policy of vacation and sick leave as stated in the Authority's employee handbook.

During the following month's board meeting (May '24), additional information, on the above topic, was presented and approved by the board, on the operability and wording to be inserted into the pending revised employee handbook.

Although the policy states a start date of October 1, 2024 with an annual pay-out at each September 30th to regularize employee accumulated PTO hours carry forward to the maximum of 360hrs.

To commence the new PTO policy, staff seeks the board's guidance on the following:

1. Should employees be allowed to carry forward all their accumulated vacation and sick to next year (FY25) and regularized their balances to 360 hr at the end of FY25 – September 30, 2025, or should employees stored vacation and sick be regularized before September 30, 2024 thereby ensuring no employee starts the new policy with accumulated balance above the allowed 360hrs.
2. Under the current policy, while vacation is paid-out at a 1:1 ratio where 1hr of vacation equates to 1hr of pay, employees are restricted to a conversion rate of 50% of their accumulated sick time after achieving a continuous employment of ten (10) years or more and leave in good standing. Therefore, staff seeks the board guidance on how to convert sick time to PTO. Should the current policy of 50% conversion rate for sick time be utilized or would be Board desire to waive the current conversion of sick leave policy and utilized a 1:1 rate similar to vacation leave.
3. Thirdly, according to present practice, staff can arbitrarily request a pay-out on their accumulated (banked) vacation hours during the fiscal year, but not on their stored sick time. With the decision to transition to PTO, staff requests the Board's guidance on whether the practice of pay-out of banked/accrued PTO hours during the fiscal year should continue or restricted to:
 - Final payment at separation.
 - Regularizing of accumulated PTO hours to 360hr at yearend.

Following discussion on the above, staff requests that three motions be moved to determine the board's decision on (1) whether the accumulated sick and vacation hours should be rolled-over to FY25 and regularized at September 2025 or should accumulated vacation and sick hours at October 1st (start of PTO) be restricted to 360 hrs. with excess hours paid out on September 19th.

(2) a decision on the conversion rate to be applied when converting sick time to PTO – 1:1 or 1:0.5 (3) whether, the current practice to pay out stored hr (PTO) upon request from staff will continue/ allowed or restricted to only in final pay at separation and regularization of maximum allowable amount carry forward each September.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

AUGUST 29, 2024

SURPLUS ITEMS

Recently we received the last vehicle that we had ordered which is a 2024 Ford Maverick to replace meter reader unit #411 which is a 2016 Ford F-150 with 127,492 miles. The WWTP has two units that have some age & issues and need replacing. The meter reader unit #411 is in better shape than either one of the WWTP units. The SWTP had a spare unit #445 2000 Chevy truck with 166,577 miles, which is also in better shape than either one of the WWTP units. Staff has decided to transfer the meter reader unit #411 and the SWTP unit #445 to the WWTP to replace the two units that have issues. These two units at the WWTP that are up for consideration for surplus are:

1. Unit #434 2008 F-150 with 124,801 miles
2. Unit # 510 2000 F-150 with 108,232 miles

OUA staff recommends approval by the OUA Board for staff to sell Unit #434 & Unit #510 a surplus to the highest bidder.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

AUGUST 29, 2024

MALLARD LANDING EMERGENCY MANHOLE REPLACEMENT

The Mallard Landing project is under construction. The contractor (Centerline Inc.) is installing both new water & sewer lines as well as tying in to existing OUA utilities. The contractor attempted to tie in to an OUA manhole just outside of OUA pump station NW4. The contractor set up well-points, prepped the area for the core and scheduled the subcontractor to core the manhole for the new piping system. As the subcontractor was drilling the pilot hole, it was determined that the manhole was in poor condition and was only about 1 ¾ “thick. Manhole walls are typically 6” thick.

Contractor, Engineer, & OUA Staff determined that the manhole was beyond repair and needed replacing. See pictures of existing manhole below.



OUA staff requested a quote from Centerline Inc. and received a quote for replacement in the amount of \$ 47,643.01. OUA staff compared the quote to a similar manhole replacement project completed last year and determined that the Centerline pricing was similar to the previous project work completed by another contractor.

Due to this being an active manhole, gravity system and pump station, with failure evident, it was determined by the consensus of all of those involved, that this manhole needed replacement now due to its weakened and exposed state.

OUA staff is requesting approval of this repair expense by Centerline, Inc. in the amount of \$47,643.01.



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

DATE:

TO: Okeechobee Utility Authority

ATTN: Jamie Mullis

RE: Replace Existing Sewer Collection MH

ITEM NO.	SIZE	DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
		LABOR:				
		Crew Per Day Charge	6	DY	\$ 5,200.00	\$ 31,200.00
		Material:				
		Bypass Pump (Including Fuel)	1	EA	\$ 8,378.59	\$ 8,378.59
		Manhole	1	EA	\$ 5,720.00	\$ 5,720.00
		57 Stone	2	LD	\$ 650.00	\$ 1,300.00
		Disposal of Old Manhole	1	EA	\$ 487.50	\$ 487.50
		8" SDR26	28.0	FT	\$ 19.89	\$ 556.92
		8" SDR26 Sleeve	2	EA	\$ 134.89	\$ 269.78
		TOTAL				\$ 47,643.01

Accepted: _____

Name & Title

Date

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

AUGUST 29, 2024

MALLARD LANDING ENGINEERING PROPOSAL

The OUA Mallard Landing Gravity Sewer Expansion RFP Engineering Services was advertised in the local paper, on the OUA social media accounts and by direct solicitation.

The RFP's are due to be delivered to the OUA office by September 10, 2024, by or before 3:00PM.

As in the recent past, on occasion, an OUA Board member was a part of the review committee to review the RFP's and to prepare an initial ranking of the RFP's.

Once the initial review is completed, the RFP's and ranking is brought to the full OUA Board for review and consideration.

The proposed timeline is as follows:

- Sep 10, 2024 RFP's received
- Sep 11, 2024 Committee review
- Sep 17, 2024 OUA Board review & direction



Staff is requesting OUA Board direction on a committee appointment.

Request for Proposals

The Okeechobee Utility Authority (OUA) will receive proposals for the purpose of securing Engineering Services for the following:

➤ **OUA Mallard Landing Gravity Sewer Expansion**

Detailed RFP documents are available upon request from the office of the Executive Director, located at 100 S.W. 5th Avenue, (Tel.) 863-763-9460, (Fax) 863-763-3746. The OUA intends to review the submitted RFP's and reserves the right to reject any or all submittals. The OUA selection committee may elect for presentations or select a qualified firm from the submittals received.

The RFP's must be delivered to the Executive Director's office, located at Okeechobee Utility Authority Administrative Office, 100 S.W. 5th Avenue, Okeechobee, FL 34974, on or before 3:00 PM on September 10, 2024. The submittal must be contained in a sealed package clearly marked on the outside with the submitter's name and the project for which the submittal is made.

John F. Hayford
Executive Director

Publish

Lake Okeechobee News

www.ouafl.com

Facebook – Okeechobee Utility Authority

**Okeechobee Utility Authority
Request for Proposal Engineering Services
OUA Mallard Landing Gravity Sewer Expansion**

Request for Qualifications/Proposals

PART 1

1.1 PURPOSE

The Okeechobee Utility Authority is requesting respondents to submit their qualifications and proposals to provide professional engineering and technical services with regards to the preparation and submittal of a proposal for providing wastewater gravity collection services to the subject area. The proposal should include consideration of the respondent's abilities to provide planning, design, permitting and construction services for a wastewater gravity collection system to serve the subject area.

From the RFP's submitted, each RFP will be evaluated based upon a review of the content submitted, rank the proposals and to set forth the terms and conditions whereby the OUA shall contract with the successful proposer to develop a scope of work and prepare a fee schedule for the work proposed in this RFQ.

Ultimately, the OUA will select the engineer/consultant who most closely satisfies, in the opinion of the OUA, the needs of the OUA towards the requirements of this project.

1.2 ISSUING OFFICE

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

863.763.9460 (Tel)
863.763.9036 (Fax)

1.3 INVITATION TO PROPOSE

The Okeechobee Utility Authority (OUA) is soliciting proposals from responders to provide professional engineering services or related professional services for the above referenced project. The project is addressed in general and as outlined in the Scope of Work.

1.4 CONTRACT AWARDS

Okeechobee Utility Authority anticipates entering into a contract with the respondent who submits the proposal judged by the OUA Evaluation committee or the OUA Board to be the most advantageous to the OUA. The OUA anticipates awarding a single contract to the respondent selected and approved by the full OUA Board.

The respondent understands that this request does not constitute an agreement or a contract with the OUA. An official contract or agreement is not binding until reviewed and accepted by the OUA Board and executed by all parties. The OUA reserves the right to reject all proposals, to waive any informality and to solicit and advertise for other proposals.

1.5 DEVELOPMENT COSTS

Neither the OUA nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this request. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the request.

1.6 INQUIRIES

The OUA will not respond to questions posed within two days of RFQ/RFP bid acceptance date. Only questions posed in writing and answered by the formal written addenda process will be binding. Oral and or other interpretations or clarifications will be without legal effect. Respondents may submit written inquiries for interpretations of this request to:

Okeechobee Utility Authority
Attn: John Hayford, P.E.
100 SW 5th Avenue
Okeechobee, Florida 34974-4221

863-763-9460 (Tel)
863-763-9036 (Fax)

1.7 TIMETABLES

The OUA and respondents shall adhere to the following schedule in all actions concerning this request:

- A. On August 5, 2024, OUA issues this RFP.

- B. From August 5, 2024 through September 4, 2024, the OUA will receive and answer all inquiries received by mail or e-mail.
- C. The OUA shall receive proposals up to 3:00 PM on September 10, 2024, at which time the proposals will be tabulated, opened and reviewed for compliance with the requirements to make a submittal.
- D. The OUA will review the proposals in a timely manner. The proposals shall be discussed during the OUA staff/committee review meeting tentatively scheduled for 11:00 A.M., September 12, 2024. The staff/committee will evaluate and produce a preliminary ranking of the proposals.
- E. The OUA staff/committee will deliver or make available to the OUA Board members a copy of each submittal and the staff/committee review evaluation.
- F. The OUA Board will review the staff/committee evaluations/ranking and publicly discuss the submittals at the OUA Board meeting, scheduled to begin at 8:30 A.M., Tuesday, September 17, 2024.
- G. The OUA Board may elect to postpone the award decision and to request presentations from the highest ranked firms. If so, the firms will be notified of the request and a date for the presentations will be selected by the OUA Board.
- H. If a presentation is not required, then, based upon the data provided and discussions, the OUA Board will determine the final ranking of the RFP's submitted. The OUA will notify all respondent(s) of the results of the ranking and review process.
- I. Upon approval of the final ranking, the highest ranked firm will enter into negotiations for a final scope of work and fee schedule. Upon successful negotiations, a contract will be prepared for review and execution by all parties. If negotiations are unsuccessful, the OUA will move on to the next highest ranked firm.

1.8 DELAYS

The OUA may delay scheduled due dates if it is to the advantage of the OUA to do so. The OUA will notify respondents of all changes in the scheduled due dates by written addenda.

1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The OUA will receive proposals at the issuing office address set forth in Paragraph 1.2.

To facilitate processing, please mark the outside of the envelope in the lower left-hand corner as follows: **Engineering Services for OUA Mallard Landing Gravity Sewer Expansion**. The outside of the envelope shall also include the Respondents name and return address in the upper left-hand corner.

Respondents shall submit ten (10) copies along with a pdf copy of the proposal in a sealed, opaque envelope marked as noted above. The respondent may submit the proposals by U.S. mail, express delivery service or deliver in person.

THE OUA MUST RECEIVE THE PROPOSAL BY THE TIME AND DATE SPECIFIED IN SECTION 1.7

Due to the irregularity of mail service, the OUA cautions respondents to assure actual delivery of proposals to the issuing office prior to the deadline set forth above.

Respondents may withdraw their submissions by notifying the OUA in writing at any time prior to the opening time and date specified. Respondents may withdraw their submissions in person or via an authorized representative. Respondents and authorized representatives must provide a letter of withdrawal, picture identification, and proof of authorization (in the case of authorized representatives.) Proposals, once opened, become the property of the OUA and will not be returned to the respondent. Opened proposals become “public records” and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.10 ADDENDA

If revisions become necessary, the OUA will provide written addenda to all respondents who receive this Request and have identified themselves to the OUA as having received this RFQ/RFP.

1.11 EQUAL OPPORTUNITY

The OUA recognizes fair and open competition as a basic tenet of the public procurement process and encourages participation by any and all qualified firms or individuals including those participating as minority and women business enterprises.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the OUA.

PART II STATEMENT OF WORK

2.1 SCOPE OF WORK

A. INTRODUCTION

With this request, the OUA is soliciting proposals from engineers for professional services to evaluate the need for this project, a review of existing wastewater system infrastructure in the project area and the respondent's ability to proceed with the project and any other information the respondent deems necessary for OUA evaluation. The proposal will identify, in general, as to how the work can be done while minimizing disruptions of service while meeting the needs of the residents.

B. PROJECT AREA

Please find attached to this RFP an aerial of the project area as well as a map depicting existing OUA facilities within the project area. The OUA has elected to secure a topographic survey of the project area.

C. SCOPE OF SERVICES

The work required under this contract will include, at a minimum, the following:

DETERMINE EXTENT OF EXISTING WASTEWATER SYSTEMS

1. A cursory evaluation of the existing wastewater pumping & collection piping serving the project area as well as the immediate and surrounding area.
2. Evaluate existing properties within the project area (both developed and vacant) to determine those properties requiring wastewater service. Identify existing wastewater system components that meet expected levels of service for residential use as well as non-residential use. Identify vacant properties, and based upon their land use classifications, the expected demand for services.

PLANNING NEED FOR THE PROJECT

1. With consideration given for the existing wastewater system near the project area, locate existing wastewater customers and compare those sites to other existing developed and vacant properties which are not served by the existing piping.
2. Of those sites not served, determine flow projections for developed (existing) and future (vacant) sites, both residential and non-residential.
3. Determine if there are health, safety and environmental risks associated with the lack of central sewer system availability.
4. Provide a facilities plan, if needed, in support of an FDEP application for the anticipated gravity collection system.

DESIGN

1. Utilizing the survey file provided by the OUA, determine if additional information or clarification is needed to design the project. Provide traditional engineering services for the plans, specification and bid documents required for permitting, bidding and construction of a sanitary gravity sewer system.

BIDDING

1. Provide engineering services to advertise, bid, evaluate and recommend to the Owner a bidder qualified to construct the project. During bidding, the engineer shall be responsible for, but not limited to the following: providing bid documents, answering/responding to all questions from prospective bidders, organizing/conducting a pre-bid meeting, issuing addenda (if needed), bid opening, review of bids, creating a bid tabulation, contact of references, and recommendation of an award.

CONSTRUCTION

1. Provide generally accepted engineering services such as: Project kick-off meeting, shop drawing review, pay request, RFI's inspections, testing, as-built and certifications to name a few.

PROJECT CLOSEOUT

1. Provide engineering services such as record drawings, permit certifications, final contractor project documentation and regulatory response.

The scope of work provided herein is presented as a framework for respondents' actual proposal. These scope items may be used as presented, modified, or deleted as needed.

PART III INSTRUCTION FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submittal must name all persons or entities interested in the or participating in the submission. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal.

SUBMISSION FORMAT

A. Letter of Transmittal

This letter will summarize in a brief and concise statement the Respondent's proposal. An official authorized to negotiate for the respondent must sign the letter of transmittal. The letter should not exceed five (5) pages in length. All subcontractors and percentage of work shall be clearly identified.

B. Location and Personnel

The location of the Respondent's office(s) that will be responsible for the actual production of the work shall be identified. The key personnel in that office(s) who will be responsible for the completion of the work must also be identified.

C. Project References

This section may be submitted by the respondent to aid in the review of the respondent's capabilities. If submitted, the submission must include a list of no more than five (5) representative reports/studies/projects of a similar type that have been completed within the last ten (10) years. For each report/study/project, identify the responsible office(s) and key individual(s) that completed these submittals. For review purposes, the list should include at a minimum, the following items:

1. A brief description of the submittal including all costs and time allowed for the proposed work.
2. List any work directives, change orders, etc. that were issued and reason for same.
3. Total final cost and time.

4. Owner of the project.
5. The name and telephone number of a contact person for the Owner.
6. The dates the project was initiated and completed.

Similar type reports/studies/projects shall mean the key elements of the work items identified in this RFP Scope of Work or in the Respondents Scope of Work submittal.

D. Proposed Schedule of Work, Investigations, Milestones and Results

Provide a proposed Table of Contents with brief description of the work intended, project approach and knowledge of the project scope. The proposed work should meet or exceed the guidelines proposed within this RFP.

E. Other Information

This section can include key staff members who will actually oversee, assist in or conduct the work (these members should be clearly identified as to their expected work assignments), workload projections, and any other information the respondent wishes to include for consideration.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

A. General

The OUA shall be the sole judge of its' own best interest, the submittal, and the resulting negotiated agreement. In all instances the OUA's decisions will be final.

The OUA's evaluation criteria will include, but not be limited to, consideration of the following:

1. Familiarity with the Okeechobee Utility Authority's Standards and Specifications.
2. Experience with similar type reports/studies/projects.

3. Key personnel's experience with similar projects and their availability to work on this project.
4. Knowledge of project scope and intent.
5. References from other related projects.
6. Project approach.

B. Selection

The OUA shall review, discuss and evaluate the written proposals submitted for proposed project. The OUA may choose to conduct interviews and schedule presentations prior to making a final decision. The OUA Board will make the final selection.

C. Negotiations

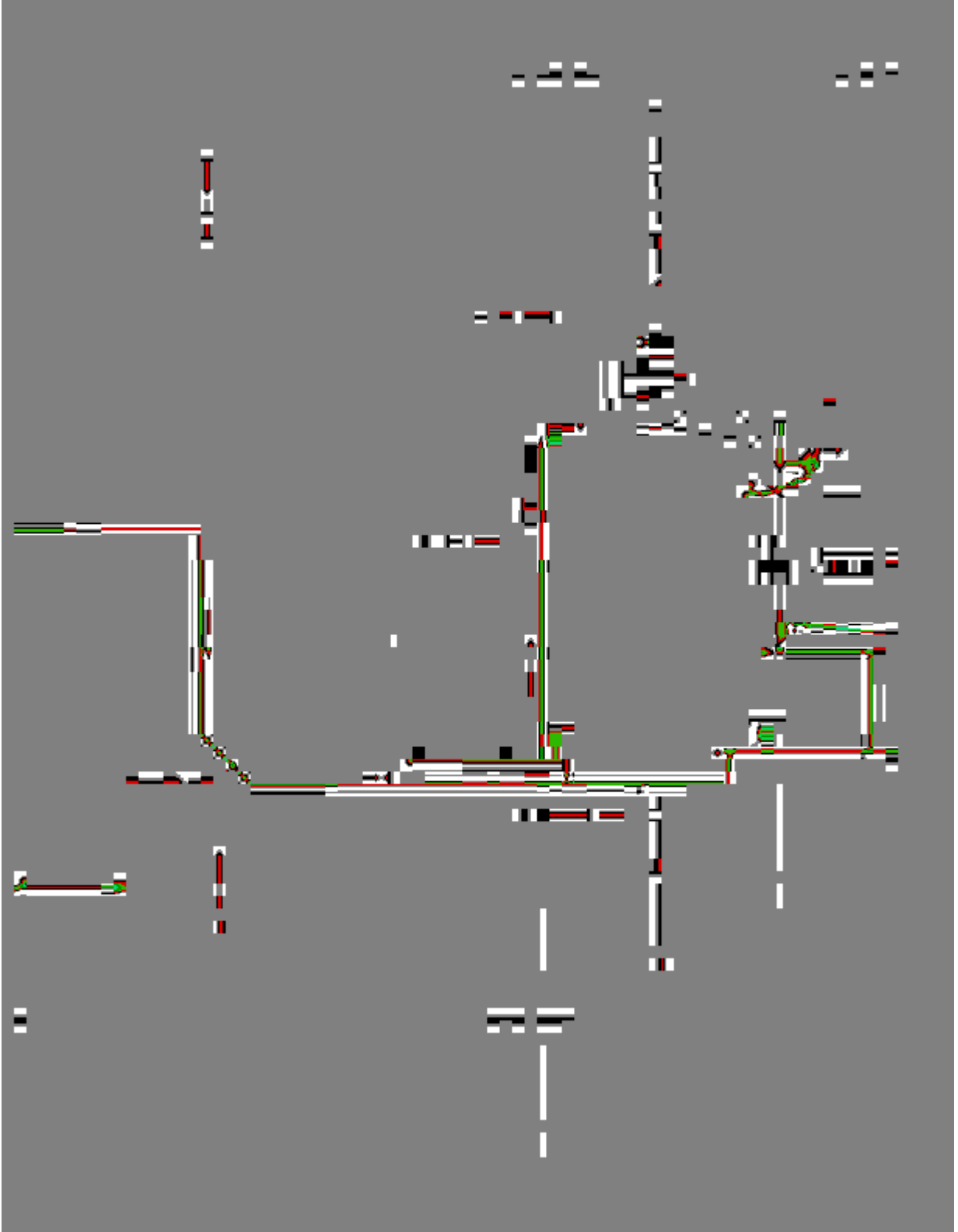
The OUA Board will select and rank the submittals based upon the qualifications and certifications listed in the submittals. Staff will negotiate with the top ranked firm to clearly define a scope of work, project work schedule and a compensation package. Should these negotiations fail, then the negotiations with this firm will be terminated and staff will begin discussions with the next firm on the list.

As stated in Paragraph 1.4 above, the OUA reserves the right to reject any or all proposals, and to waive any irregularities.

Proposed Gravity Sewer Project (Purple)



Wastewater Facilities Location (Approximate)



OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

AUGUST 29, 2024

KINGS BAY WATER MAIN EXTENSION

The Kings Bay US441SE Water Main Extension was designed to serve several businesses on the northside of the US 441SE while being able to serve several RV Parks on the lakeside of the road.



The engineer of record, Holtz Consulting Engineers, Inc., has reviewed the bids for compliance with the bid documents and provided references. HCE has provided to the OUA a written recommendation for award.

The project was publicly bid with bid opening on August 15, 2024, at 3:30PM. Bids received are as follows:

Bidder	Bid
Go Underground Utilities, LLC	No Bid
PRP Construction Group, LLC	\$244,875.00
Centerline Utilities, Inc	No Bid
CK Contractors & Development	No Bid
Felix Associates of Florida, Inc	No Bid
Boromei Construction, Inc	\$287,660.00
B & B Site Development, Inc	\$207,884.00
Timothy Rose Contracting	\$223,256.50
Hinterland Group, Inc	\$250,760.00

As per the bid documents, the OUA is to furnish some of the material to be utilized in the construction of this project. To that end, the OUA requested bids for the materials from several suppliers and the bid tabulation is as follows:

Kings Bay Water Main Extension

(12-inch Water Main Proposal)

			Core & Main		Ferguson	
DESCRIPTION	Qty	Unit	Unit Price	Total	Unit Price	Total
Pipe, 12" PVC	1,700	LF	\$41.06	\$69,802.00	\$41.59	\$70,703.00
Pipe, 6" PVC	20	LF	\$11.23	\$224.60	\$13.25	\$265.00
2" Poly, Blue SDR-11	100	LF	\$1.75	\$175.00	\$1.94	\$194.00
Fire Hydrant 42"	3	Ea	\$2,691.27	\$8,073.81	\$2,898.60	\$8,695.80
Gate Valve, 12"	3	Ea	\$2,606.67	\$7,820.01	\$2,826.00	\$8,478.00
Gate Valve, 6"	3	Ea	\$887.52	\$2,662.56	\$928.40	\$2,785.20
Block Valve, 2"	3	Ea	\$261.11	\$783.33	\$245.20	\$735.60
Tee, 12"x6"x12" DI	3	Ea	\$325.90	\$977.70	\$625.00	\$1,875.00
Tee, 2" Brass	1	Ea	\$31.62	\$31.62	\$80.20	\$80.20
Cap, MJ 12" (w/ 2" Tap)	1	Ea	\$167.37	\$167.37	\$161.00	\$161.00
Plug, 2" Brass	1	Ea	\$10.57	\$10.57	\$9.80	\$9.80
Solid Sleeve, 12" DI	1	Ea	\$265.03	\$265.03	\$253.50	\$253.50
45° Bend, 12" DI	2	Ea	\$287.50	\$575.00	\$275.00	\$550.00
Bell Joint Restraint, 12"	20	Ea	\$191.12	\$3,822.40	\$182.90	\$3,658.00
Mech Joint Restraint, 12"	12	Ea	\$117.07	\$1,404.84	\$112.00	\$1,344.00
Mech Joint Restraint, 6"	6	Ea	\$39.82	\$238.92	\$38.10	\$228.60
Anchor Coupling, 12"	2	Ea	\$616.98	\$1,233.96	\$593.50	\$1,187.00
Anchor Coupling, 6"	3	Ea	\$182.97	\$548.91	\$176.00	\$528.00
MJ Kits, 12" (less glands)	15	Ea	\$39.13	\$586.95	\$25.50	\$382.50
MJ Kits, 6" (less glands)	12	Ea	\$24.47	\$293.64	\$16.40	\$196.80
Pipe Soap, Gal	3	Ea	\$17.90	\$53.70	\$0.00	\$0.00
12" X2" Tapping Saddle	1	Ea	\$180.73	\$180.73	\$167.20	\$167.20
Valve Box Top, Short - 5 1/4" DI	9	Ea	\$79.04	\$711.36	\$70.40	\$633.60
Valve Box Bottom, Long - 5 1/4" DI	9	Ea	\$65.70	\$591.30	\$58.50	\$526.50
Valve Box, "WATER" Lid, 5 1/4" DI	9	Ea	\$21.56	\$194.04	\$19.20	\$172.80
Material Sub-Total				\$101,429.35		\$103,811.10

OUA staff request the following actions:

OUA Board should accept the recommendation of award presented by Holtz Consulting Engineers, Inc.; then

OUA Board to authorize the OUA Board Chairman and staff to execute the Notice of Award; then

Approve the purchase of materials from Core & Main for \$101,429.35; then

When the selected contractor provides the necessary pre-construction documentation (insurance, bonds, agreement, etc.), the OUA Board should authorize the OUA Board Chairman and OUA staff to execute project documents and to issue the Notice to Proceed.



HOLTZ CONSULTING ENGINEERS, INC

August 16, 2024

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

**Subject: Kings Bay U.S. Hwy 441 SE (US-98/SR15) Water Main Extension
Recommendation of Award to B&B Site Development, Inc.**

Dear Mr. Hayford,

On August 15, 2024, at 3:30 PM bids were opened for the referenced project. There were (5) five bids accepted for the project as follows:

Bidder	Total Bid Amount	Acknowledged Addenda?	Included Bid Security?
B&B Site Development, Inc.	\$207,884.00	Y	Y
Timothy Rose Contracting, Inc.	\$223,256.50	Y	Y
PRP Construction Group, LLC	\$244,600.00	Y	Y
Hinterland Group, Inc.	\$250,760.00	Y	Y
Boromei Construction, Inc.	\$287,660.00	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was B&B Site Development, Inc. with a Total Bid Amount of \$207,884.00. Bid security in the form of a bid bond in the amount of five percent of the total base bid was provided. They acknowledged receipt of the addenda on the bid form. The other forms and information required to be submitted with their bid appear to be in order. We therefore consider the bid submitted by B&B Site Development, Inc. to be responsive.

B&B Site Development, Inc. has completed utility work in that past for Okeechobee Utility Authority, including one project for which HCE served as the engineer-of-record. B&B Site Development has also completed numerous projects in the local area. B&B Site Development, Inc. is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider B&B Site Development, Inc. to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. considers B&B Site Development, Inc. to be the low responsive and responsible bidder and recommends that they be awarded the contract for the OUA Kings Bay U.S. Hwy 441 SE (US-98/SR15) Water Main Extension project in the Total Bid Amount of \$207,884.00.

Sincerely,

TING ENGINEERS, INC.

Christine Brinkman, PE
Vice President

OUA KINGS BAY US HWY 441 SE WATER MAIN EXTENSION

Bid Tabulation

August 15, 2024

				B&B Site Development, Inc.		Timothy Rose Contracting, Inc.		PRP Construction Group, LLC		Hinterland Group, Inc.		Boromei Construction, Inc.		Engineer's Estimate	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMobilIZATION (INC. GC'S, MOT, AND SAFETY)	1	LS	\$24,462.00	\$24,462.00	\$59,500.00	\$59,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$28,000.00	\$28,000.00	\$19,000.00	\$19,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	\$10,000.00	\$9,356.00	\$9,356.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
3	PRECONSTRUCTION VIDEO DOCUMENTATION	1	LS	\$500.00	\$500.00	\$1,385.00	\$1,385.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
4	RECORD DRAWINGS	1	LS	\$7,500.00	\$7,500.00	\$6,081.00	\$6,081.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
5	12-INCH PVC WATER MAIN (OWNER WILL FURNISH C900 PVC, MEGALUG JOINT RESTRAINTS, MECHANICAL JOINT BOLT AND GASKET PACKS (LESS GLAND), AND BELL RESTRAINTS)	1720	LF	\$30.00	\$51,600.00	\$35.00	\$60,200.00	\$49.00	\$84,280.00	\$52.00	\$89,440.00	\$60.00	\$103,200.00	\$50.00	\$86,000.00
6	2-INCH HDPE WATER MAIN TO BE INSTALLED VIA HDD (OWNER WILL FURNISH 2" SDR 11 HDPE)	60	LF	\$167.00	\$10,020.00	\$57.00	\$3,420.00	\$160.00	\$9,600.00	\$115.00	\$6,900.00	\$70.00	\$4,200.00	\$35.00	\$2,100.00
7	FIRE HYDRANT ASSEMBLY WITH 6-INCH GATE VALVE AND VALVE BOX (OWNER WILL FURNISH FIRE HYDRANTS, GATE VALVES AND VALVE BOXES, MECHANICAL JOINT BOLT AND GASKET PACKS (LESS GLAND), AND ANCHOR COUPLINGS)	3	EA	\$1,800.00	\$5,400.00	\$1,450.00	\$4,350.00	\$1,620.00	\$4,860.00	\$3,400.00	\$10,200.00	\$3,000.00	\$9,000.00	\$4,500.00	\$13,500.00
8	2-INCH BALL VALVE WITH VALVE BOX (OWNER WILL FURNISH BALL VALVES AND VALVE BOXES)	3	EA	\$300.00	\$900.00	\$466.00	\$1,398.00	\$350.00	\$1,050.00	\$1,200.00	\$3,600.00	\$500.00	\$1,500.00	\$750.00	\$2,250.00
9	12-INCH GATE VALVE WITH VALVE BOX (OWNER WILL FURNISH GATE VALVES AND VALVE BOXES)	2	EA	\$1,000.00	\$2,000.00	\$1,065.00	\$2,130.00	\$1,250.00	\$2,500.00	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$3,625.00	\$7,250.00
10	12" MJ DUCTILE IRON SLEEVE (OWNER WILL FURNISH SLEEVE)	1	EA	\$500.00	\$500.00	\$553.00	\$553.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
11	12" MJ 45 DEGREE BEND (OWNER WILL FURNISH BEND)	2	EA	\$500.00	\$1,000.00	\$518.00	\$1,036.00	\$520.00	\$1,040.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
12	12" MJ CAP (OWNER WILL FURNISH CAP)	1	EA	\$500.00	\$500.00	\$457.00	\$457.00	\$480.00	\$480.00	\$1,200.00	\$1,200.00	\$800.00	\$800.00	\$600.00	\$600.00
13	12" X 6" MJ DUCTILE IRON TEE (OWNER WILL FURNISH TEE)	3	EA	\$500.00	\$1,500.00	\$560.00	\$1,680.00	\$650.00	\$1,950.00	\$1,800.00	\$5,400.00	\$1,500.00	\$4,500.00	\$975.00	\$2,925.00
14	2" 304SS DOUBLE STRAP SADDLE (OWNER WILL FURNISH DOUBLE STRAP SADDLE)	1	EA	\$1,500.00	\$1,500.00	\$525.00	\$525.00	\$2,450.00	\$2,450.00	\$1,400.00	\$1,400.00	\$900.00	\$900.00	\$250.00	\$250.00
15	2" TEE (OWNER WILL FURNISH TEE)	1	EA	\$300.00	\$300.00	\$315.00	\$315.00	\$225.00	\$225.00	\$500.00	\$500.00	\$400.00	\$400.00	\$250.00	\$250.00
16	2" PLUG (OWNER WILL FURNISH PLUG)	1	EA	\$300.00	\$300.00	\$315.00	\$315.00	\$200.00	\$200.00	\$500.00	\$500.00	\$350.00	\$350.00	\$250.00	\$250.00
17	2" TERMINAL END BLOW OFF	1	EA	\$300.00	\$300.00	\$1,055.00	\$1,055.00	\$1,825.00	\$1,825.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00
18	CONNECT NEW 12-INCH WATER MAIN TO EXISTING 12-INCH WATER MAIN	1	EA	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$6,580.00	\$6,580.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
19	CONNECT NEW 2-INCH WATER MAIN TO EXISTING 2-INCH WATER MAIN	1	EA	\$3,500.00	\$3,500.00	\$1,400.00	\$1,400.00	\$2,550.00	\$2,550.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$1,750.00	\$1,750.00
20	FILL & FLUSHING ASSEMBLY	1	EA	\$2,000.00	\$2,000.00	\$1,710.00	\$1,710.00	\$2,850.00	\$2,850.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,150.00	\$2,150.00
21	SAMPLE POINT	5	EA	\$1,200.00	\$6,000.00	\$828.00	\$4,140.00	\$1,000.00	\$5,000.00	\$1,200.00	\$6,000.00	\$1,400.00	\$7,000.00	\$650.00	\$3,250.00
22	CHLORINATING/TESTING	1670	LF	\$0.60	\$1,002.00	\$3.15	\$5,260.50	\$5.50	\$9,185.00	\$3.50	\$5,845.00	\$3.00	\$5,010.00	\$2.00	\$3,340.00
23	SODDING	1	LS	\$15,000.00	\$15,000.00	\$8,965.00	\$8,965.00	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
24	ASPHALT DRIVEWAY REPLACEMENT	2	EA	\$7,500.00	\$15,000.00	\$3,500.00	\$7,000.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
25	CURB AND GUTTER CONCRETE INSTALLATION	75	LF	\$28.00	\$2,100.00	\$87.00	\$6,525.00	\$45.00	\$3,375.00	\$65.00	\$4,875.00	\$60.00	\$4,500.00	\$50.00	\$3,750.00
26	MISCELLANEOUS RESTORATION	1	LS	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
27	CONTINGENCY	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total Bid Amount				\$207,884.00		\$223,256.50		\$244,600.00		\$250,760.00		\$287,660.00		\$223,865.00	

Denotes math error. Extended price adjusted utilizing unit price provided.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

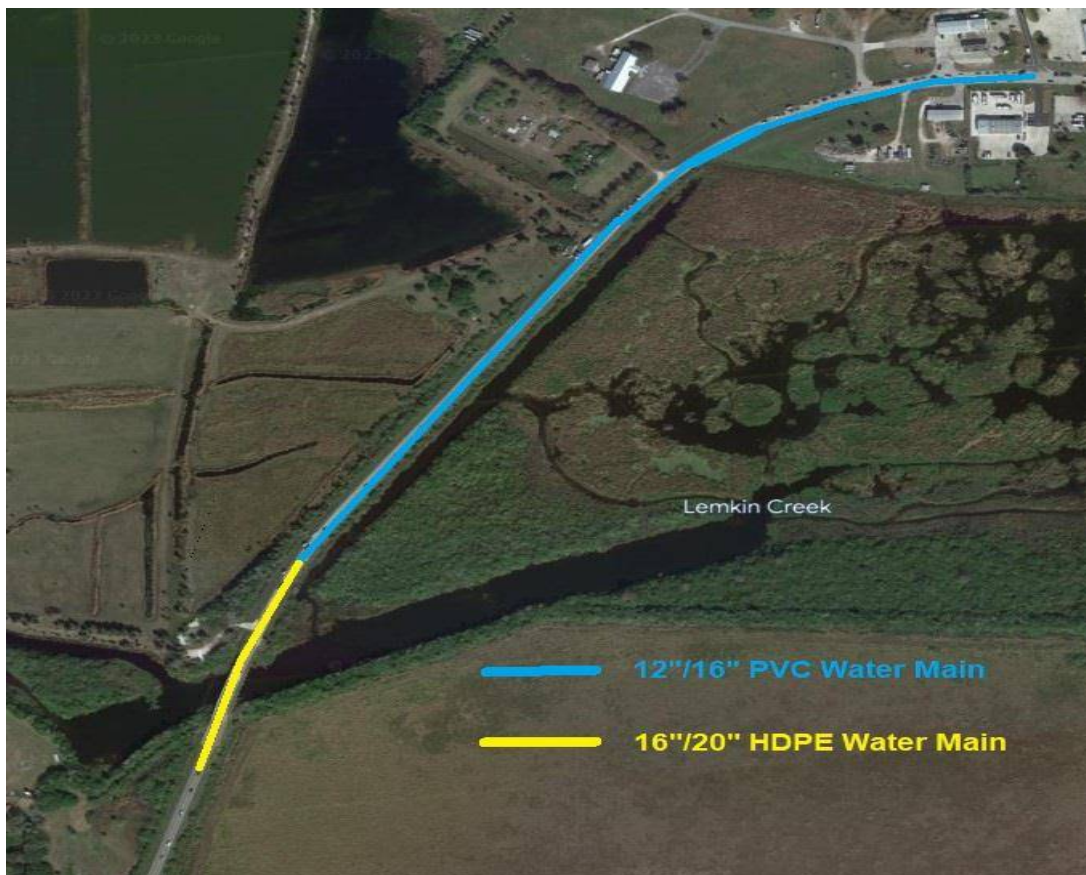
AUGUST 29, 2024

STATE ROAD 78 WEST WATER MAIN IMPROVEMENTS – PHASE I

This project is necessary due to a Florida Department of Transportation project. Initially the project was to include guard rails, the installation of guard rail posts impacted an existing OUA 8-inch water main. However, last week, the FDOT notified the OUA that the guard rails have been removed from this project and may be installed later.

However, there is still the requirement to meet the demand of the Lakefront Estate project. The existing water mains (8-inch and 6-inch) will not meet the current OUA demand, 25% OUA growth, Bass Pro and Lakefront Estates. The previous project intent to remove the existing water main and replace with either a 12-inch or 16-inch water main is still the focus.

Holtz Consulting Engineering, Inc. was directed to design, permit and provide construction administration for the new water main extending from SW 16th Avenue to the south side of Lemkin Creek. Permit (FDEP Water, FDEP ERP, FDOT and US Army Corps) applications have been submitted. Currently, the project has been advertised with bids expected on August 29, 2024, at 3:30PM. A pre-bid meeting was held on August 15th at the main office of the OUA.



The OUA is to provide the basic piping materials for the project. The prepurchase of materials is to save on taxes, overhead & profit fees and to guarantee the materials are available for construction.

During the design effort, Lakefront Estates developer contacted the OUA concerning an upsizing of the OUA piping to meet the demands of the Lakefront project. Holtz Engineering conducted hydraulic modelling and determined that the proposed OUA water main (12-inch) needed to be upsized to 16-inch for the proposed development. The project was adjusted to be bid as a 16-inch water main. Discussions are ongoing with the engineer to possibly add a deductive alternate bid for 12-inch piping which will be used to determine the developer payment.

The OUA submitted a list of materials to several suppliers and requested bids. The table below lists the items requested, quantities, unit prices and totals for the 16-inch piping.

SR 78W Water Main Extension - Phase I

(16-inch Water Main Proposal)			Core & Main		Ferguson	
DESCRIPTION	Qty	Unit	Unit Price	Total	Unit Price	Total
Pipe, 16" PVC	700	LF	\$64.00	\$44,800.00	\$53.75	\$37,625.00
Pipe, 6" PVC	40	LF	\$11.23	\$449.20	\$13.25	\$530.00
Pipe, 18" HDPE SDR-11 DIPS	80	LF	\$58.00	\$4,640.00	\$87.00	\$6,960.00
Gate Valve, 16"	2	Ea	\$4,401.05	\$8,802.10	\$5,376.30	\$10,752.60
Gate Valve, 6"	3	Ea	\$887.52	\$2,662.56	\$909.00	\$2,727.00
Tee, 16"x6"x16" DI	3	Ea	\$668.95	\$2,006.85	\$1,400.00	\$4,200.00
Cap, MJ 16" (w/ 2" Tap)	1	Ea	\$321.49	\$321.49	\$311.00	\$311.00
Cap, 6" MJ DI	1	Ea	\$45.75	\$45.75	\$44.00	\$44.00
Solid Sleeve, 6" DI	2	Ea	\$101.88	\$203.76	\$98.00	\$196.00
Anchor Coupling, 16"	2	Ea	\$202.40	\$404.80	\$1,732.70	\$3,465.40
Anchor Coupling, 6"	6	Ea	\$182.97	\$1,097.82	\$176.00	\$1,056.00
Reducer, 18" x 16" HDPE x PVC	1	Ea	\$608.98	\$608.98	\$582.50	\$582.50
90° Bend, 6" DI	3	Ea	\$112.28	\$336.84	\$108.00	\$324.00
Bell Joint Restraint, 16"	21	Ea	\$510.94	\$10,729.74	\$483.40	\$10,151.40
Mech Joint Restraint, 18"	2	Ea	\$310.84	\$621.68	\$352.60	\$705.20
Mech Joint Restraint, 16"	10	Ea	\$253.42	\$2,534.20	\$1,005.90	\$10,059.00
Mech Joint Restraint, 6"	8	Ea	\$39.82	\$318.56	\$38.10	\$304.80
Fire Hydrant	1	Ea	\$2,691.27	\$2,691.27	\$2,724.70	\$2,724.70
MJ Kits, 18" (less glands)	2	Ea	\$67.36	\$134.72	\$67.10	\$134.20
MJ Kits, 16" (less glands)	12	Ea	\$59.53	\$714.36	\$58.90	\$706.80
MJ Kits, 6" (less glands)	21	Ea	\$24.13	\$506.73	\$23.50	\$493.50
Pipe Soap, Gal	2	Ea	\$17.90	\$35.80	\$0.00	\$0.00
Valve Box Top, Short - 5 1/4" DI	6	Ea	\$79.04	\$474.24	\$70.40	\$422.40
Valve Box Bottom, Long - 5 1/4" DI	6	Ea	\$65.70	\$394.20	\$58.50	\$351.00
Valve Box, "WATER" Lid, 5 1/4" DI	6	Ea	\$21.56	\$129.36	\$10.50	\$63.00
Material Sub-Total				\$85,665.01		\$94,889.50

The OUA sent additional quotes for similar 12-inch parts with the following results:

Material Sub-Total	\$56,684.90	\$54,612.40
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OUA staff have prepared a Cost Sharing Agreement for both the OUA and the Lakefront developer. This agreement will stipulate the payment to be made by Lakefront for the 16-inch piping. The actual amount will be determined based upon bids received. The FDOT timeline is driving the timeline for this project. The OUA work impacting the FDOT project is the SW 16th Avenue intersection. All of the other work can be done during the FDOT construction. The FDOT date is tentatively set for January 24, 2025. This would provide 129 calendar days to complete the SW 16th Ave if the NTP is issued on September 17, 2024.

With bids being received on August 29th, the engineer will need several days to review the bids and check references, staff will bring to the September meeting a bid recommendation, and if warranted, a Notice of Award can be issued.

The engineers estimate for the entire project (labor & materials) is \$650,000. SRF funding with loan forgiveness (grant) is not available which means the OUA and the developer will be funding this project. It is anticipated that the OUA and developer will split the cost 50/50 for labor, materials, engineering, geo-technical and surveying services.

Provided the initial response to the bids were favorable, OUA staff is recommending approval of the purchase of material at this meeting.

For the September 17th meeting, the following should occur after review & discussion:

- Accept the Water Main Cost Sharing Agreement between the OUA and Lakefront Estates developer; and
- Accept the engineer's recommendation on the apparent low bid; and
- Authorize the OUA Board Chairman and staff to execute and issue the Notice of Award; and
- When the contractor provides the required documentation (insurance, bonds, agreement, etc.), authorize the OUA Board Chairman and staff to execute the appropriate documents and issue the Notice To Proceed.

WATER MAIN COST SHARING AGREEMENT

This Agreement is made the _____ day of _____, 2024, between the OKEECHOBEE UTILITY AUTHORITY, (the "OUA") whose address is 100 SW 5th Avenue, Okeechobee, FL 34974, and OKEECHOBEE COMMUNITY DEVELOPMENT, LLC, ("OCD"), whose mailing address is 36 Airport Road, Ste 402, Lakewood, NJ 08701.

RECITALS:

WHEREAS, OUA owns and operates a potable water treatment and distribution system in Okeechobee County that serves customers in a portion of Glades County, Florida; and

WHEREAS, OCD owns four (4) parcels of real property in Glades County, Florida, which OCD wishes to be developed and connected to and served by the OUA potable water distribution system; said property being generally known as Parcel ID ~~D3538-34-A00-000600000~~, A-34-38-34-A00-00300000, A-03-39-34-A00-00100000 and A-04-39-34-A00-00600000; and

WHEREAS, OUA is in the process of replacing existing water mains along State Road 78 in Okeechobee County that will be used to provide potable water to its customers in both Okeechobee County and Glades County according to plans and specifications prepared for OUA by Holtz Constructing Engineers, Inc., entitled "STATE ROUTE 78 WEST WATER MAIN IMPROVEMENTS- PHASE 1" which are included herein by reference; and

WHEREAS, the size of the OUA water main needed to serve its existing customers is a 12" water main and the size of the water main needed to serve both the existing customers and the needs of OCD is a 16" water man; and

WHEREAS, OUA is willing to replace and upsize the 12" water main with a 16" water main to serve the existing customers and the needs of OCD customers provided OCD pays its fair share of the cost to upsize the water main; and

WHEREAS, OUA has estimated the cost to ~~size~~ upsize the water main from 12" to 16" to be \$ _____, as shown on Exhibit "A" attached hereto;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good, valuable and sufficient consideration, the parties hereto agree as follows:

1. The above recitals are true and correct.
2. OCD will pay to the OUA the sum of \$ _____ as its fair share of the cost to up-size the 12" water main to a 16" water main, said cost to be payable as follows:
 - a. An initial payment of 75% or \$ _____ upon the

execution of this agreement and

b. A final payment of 25% or \$ _____ upon completion of the construction and permitting of the 16" water main.

- 3. OUA shall promptly commence such construction of the 16" water main upon receipt of the initial payment from OCD and shall diligently pursue the completion thereof.
- 4. This agreement shall be governed by the laws of the State of Florida and the venue for any litigation between the parties shall be in Okeechobee County, Florida.
- 5. Each of the undersigned represents that it has full authority to execute this agreement and this agreement is binding and enforceable against the party on whose behalf it is executed.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officers as of the year and date first above set forth.

Witnesses:

OKEECHOBEE COMMUNITY DEVELOPMENT, LLC.

Printed name: _____

By: _____
Name: _____
Title: _____

Printed name: _____
As to OCD

OKEECHOBEE UTILITY AUTHORITY

Printed name: _____

By: _____
StevenD. Nelson, Chairman

Printed name: _____
As to OUA

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

AUGUST 29, 2024

TAYLOR CREEK ISLES SEPTIC TO SEWER IMPROVEMENT PROJECT

At the July 2024 OUA Board meeting, Wind River Environmental, LLC, (dba Cookes Plumbing and Septic Services) submitted a bid for the TCI Septic to Sewer project in the amount of \$177,503.26. The bid was accepted and a Notice of Award was issued to Cooke's.

Cooke's has responded to the engineer (Craig A. Smith & Associates, Inc.) with the appropriate paperwork. CAS has reviewed the items and has submitted a recommendation to execute the agreement and to issue the Notice to Proceed for the project.

After review and discussion, OUA staff is requesting of the OUA Board to accept the engineer's recommendation and approve of the execution of all documents by the OUA Board Chairman and staff and to issue the Notice to Proceed at the pre-construction meeting.



August 16, 2024

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

**RE: Bid Recommendation for the Okeechobee Utility Authority
Taylor Creek Isles Septic To Sewer Improvement Project
CAS Project No: 08-24-022**

Dear Mr. Hayford,

Cooke's Plumbing & Septic Services the apparent lowest and most responsive-responsible bidder on this project has been awarded the project. We have since received their executed Notice of Award and they have signed the project Agreement. We have included these documents into the projects five bound contracts along with the required performance and payment bonds and the required insurance policy which have been forwarded to you for your approval and signatures.

Craig A. Smith & Associates therefore recommends that the Okeechobee Utility Authority approve and execute these contracts with Cooke's Plumbing & Septic Services who have satisfactorily completed and submitted the necessary documents as required for these contracts.

Please contact me by phone or e-mail should you have any questions or require any additional information.

Sincerely,

CRAIG A. SMITH & ASSOCIATES, INC.

Greg Giarratana
Senior Supervising Engineer

CC: Dan Shonk, PE CAS
David Miller, CAS

\\Cas-file\projects\Counties\Okeechobee\08-24-022 OUA\ENGINEERING\CORRESPONDENCE\Letters\OUA Taylor Creek Isles Contracts Letter of Recommendation.docx



561.314.4445



1425 E. Newport Center
Drive Deerfield Bch. FL.



www.craigasmith.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

AUGUST 29, 2024

OZONE WATER CHILLER RENTAL

The fresh water taken from the water main on the treatment plant site and used to cool down the ozone generators has been very warm lately, much warmer than in past and above a temperature that efficiently cools the generators.

The OUA has been investigating a permanent fix or solution to this issue. However, a temporary fix and as a trial, the OUA engaged Trane Rental Services to provide a temporary chilling unit. Once installed, the OUA will document how well it works and the benefits/efficiency added to the ozone generation. If this unit works as planned, then a more permanent solution will be designed.

Please find attached a rental agreement (\$5,000.00 per month) and a one-time charge for delivery/removal, installation and electrical connection service, for your review. Staff will continue to investigate a more permanent resolution for pre-chilling the cool down water.

After review and discussion, OUA staff recommends approval of the monthly rental costs of \$5,000 per month and the additional charge setup charge of \$10,000.00 to Trane Rental Services.



Trane Rental Services
 3600 Pammel Creek Rd.
 La Crosse, WI 54601

Date: 7/22/2024

Minimum Rental : 7 Days

Kevin R. Rogers
 Okeechobee Utility Authority
 krogers@ouafl.com
 863-634-4038

Project Name: Okeechobee Utility Authority Ozone Room Rental Chiller
 Quote #: P125340

Thank you for contacting Trane Rental Services for your temporary equipment needs. Trane Rental Services is pleased to offer you this proposal for equipment and installation services as noted to meet your system requirements. Upon your written acceptance, this proposal will constitute the Rental Agreement. All costs are shown in USD.

Equipment Rented

This proposal is subject to your acceptance for 30 days from the date above and is contingent upon equipment availability at the time of contract. Rental rates do not include applicable taxes or delivery and return charges unless otherwise noted.

Description	Quantity
4/0 x 100ft Cable Box	1
25 ton AC Chiller w/pump	1
2.5" x 100ft Hose Box	1

Rental Rate: Monthly \$ 5,000.00

Notes:

Dear Customer,

Thank you for contacting Trane Rental Services for your temporary equipment needs. Trane Rental Services is pleased to offer you this proposal for equipment and installation services (if applicable) as noted to meet your system requirements.

Customer Requirements: Provide a secure location for equipment w/ access to electrical and chilled water taps. Customer is responsible for maintenance of equipment.

Trane Requirements: Delivery of equipment, connecting electrical and CHW, startup & decommissioning.

Proposal is good for 90 days

Personal Signature:



Trane Rental Services
 3600 Pammel Creek Rd.
 La Crosse, WI 54601

Date: 7/22/2024

Minimum Rental : 7 Days

Other Charges

Additional Charges:

Description	Quantity	Price Each	Periodic	Total
Delivery & Removal	1	\$ 3,500.00	One-time	\$ 3,500.00
Install/ Service/Decommision	1	\$ 3,000.00	One-time	\$ 3,000.00
Electrician to connect temporary equipment	1	\$ 2,500.00	One-time	\$ 2,500.00
misc. material	1	\$ 1,000.00	One-time	\$ 1,000.00

Additional One-time Charge Total: \$ 10,000.00
 Additional Recurring Charge Total: \$ 0.00

First Month Total: \$ 15,000.00
 Recurring Month Total: \$ 5,000.00

Quote is valid for 30 days ---- See Trane Terms and Conditions
 Proposal Total is subject to change based on actual duration



Trane Rental Services
 3600 Pammel Creek Rd.
 La Crosse, WI 54601

Date: 7/22/2024
 Minimum Rental : 7 Days

Salesperson: Soto, Roger Roger.Soto@trane.com
 Office: MIAMI MAIN
 Quote #: P125340

Proposal Acceptance: Okeechobee Utility Authority

To accept Proposal, please complete, sign and return this page to the Trane Salesperson listed above. Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Customer: Okeechobee Utility Authority
 371 Hwy 78 West
 Okeechobee , Florida 34974-4221

Customer Contact:
 Name: Kevin R. Rogers
 Phone: 863-634-4038
 Email: krogers@ouafl.com
 Customer PO#:

Yes / No	Tax Exempt
If exempt please submit tax exemption certificate with your signed proposal or purchasing documents, keep your original on file in the office. You will be charged tax if a valid exemption certificate is not on file before equipment, parts or services are provided.	

Yes / No	Rental Protection
Include Rental Protection on this order. The Rental Protection Program offers you peace of mind and protection against unforeseen events such as theft, vandalism and accidental damages. Coverage price is calculated at 12% of the total recurring equipment charges and, if selected will be added to this order. A \$ 2,500 deductible that will apply to each claim. Full details of the Rental Protection Program are included the Rental Protection Terms Summary of this Rental Agreement.	
	Recurring Period Rental Proposal Protection Price: \$ 600.00 Replacement Cost (Insurance Value): \$ 123,868.00

Site Address: Okeechobee Utility Authority
 371 Hwy 78 West
 Okeechobee , Florida 34974-4221

Site Contact:
 Name: Kevin Rogers
 Phone: 863-634-4038
 Alt Site Contact:
 Phone:

Customer PO #: _____

Signature: _____ Date: _____

Printed Name: _____ Date: _____



Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601
Phone: 800-755-5115

Currency: All prices included in this document are reflected in \$ US, unless otherwise specified.

Invoice interval: All monthly pricing based on a 28 Day billing cycle.

Freight: Charges arranged by Trane are included in the quotation. Delivery and Pickup standby time may be charged in the event of delays caused by the customer. If prepositioning of equipment is required, additional freight charges will apply.

After hours fee: \$500 (minimum) will be charged for unplanned services requiring facilities to open outside of normal business hours. If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

Sales tax: Sales tax is NOT included. A tax exemption certificate is required for those applicable.

Understanding your invoice: If the actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation: Rental extended past original end date or returns prior to:

- Daily rate is 1/3 of the weekly rate.
- Weekly rate is 1/3 of the monthly rate.

All information: All information subject to Rental Terms and Conditions below

Rental period: The rental period commences when the equipment ships from a Trane facility and ends when the equipment returns to the Trane facility. The Minimum Rental Period is set forth above. If at the end of any rental period Customer has not returned the equipment or contacted their Trane contact to stop the rental charges and notify that the equipment is ready for pick up, this Agreement shall, at Trane's sole option, either automatically be renewed for an additional Minimum Rental Period or be subject to the default provisions. Pricing established in this Rental Agreement will be honored throughout the agreed upon Minimum Rental Period. Trane reserves the right to establish new pricing if the job extends beyond the Minimum Rental Period set forth above. Trane must notify the customer of any pricing changes that should occur after the Minimum Rental Period with a 15-day written notice.

Early returns: Minimum Rental Period is one week unless noted otherwise. If the equipment is returned prior to the end of the Minimum Rental Period noted above, Customer shall pay a service charge equal to the rent for one (1) Minimum Rental Period and other charges that may apply. Equipment returned prior to the Minimum Rental Period may be rented to others and Trane shall have no obligation to make the equipment available to Customer. If discount pricing was provided due to length of rental period and equipment is returned prior to completion of the contracted period, Customer shall also be liable for charges equal to the discount.

Customer responsibility: For the duration of the rental period, Customer is responsible for following the procedures and requirements set forth in any Manufacturer Installation and Operating Manuals, Trane Rental Services Freeze Protection Procedure, the Trane Rental Services Installation Guide for each rental product, and any other literature provided by Trane to Customer. Customer shall be liable for any damage to, or caused by, the rental equipment if Customer fails to install, operate, and maintain the equipment in accordance with those procedures and requirements. Customer is responsible for ensuring it receives the aforementioned documents. Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Trane for any fines paid on Customer's behalf and regardless of the party to which the citation is issued. All equipment and accessories must return in the same condition in which they were in upon original shipment to the job. Customer is responsible for any repairs or replacements that must be made if the equipment and accessories do not return in the same condition that they were in upon original shipment.

This quotation is based on using water only in the evaporator (and condenser, if applicable). For fluid solutions other than water or any other unusual job conditions, contact Trane Rental Services Marketing. Fees will apply if cleaning is required.

For re-rent orders, we reserve the right to charge actual freight costs plus 20%.

Pre-delivery cancellation fees: If Customer cancels this rental after Trane and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying Trane the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an After Hours Fee.

Labor: Customer induced service calls, drive time to and from sites and any chargeable labor will be charged. If an overnight stay is required, lodging and per diem expense will be charged.

Generator shift pricing: Customer will be responsible for actual generator run rate charges based on actual equipment run hours over the rental term.

- Triple shift rate, based on 24 hrs./day.
- Double shift (16 hrs./day) = Triple shift x 0.75.
- Single shift (8 hrs./day, 40hr/wk.) = Triple shift x 0.50.

Generator Fueling: Generator fuel level at the time of shipment will vary depending on Generator size as indicated in the table below. If the Generator is returned with less fuel than when shipped or with a fuel level greater than the maximum shown in the Fueling Table below, a handling fee will be charged. Additional fuel in the Generator in excess of what was originally delivered will not be reimbursed.

Fueling Table:

Size	Shipping Fuel Level
RSGP36KW-RSGP450KW	Up to 80%
RSGP500KW-RSGP900KW	Up to 25%
RSGP 1350KW	Empty

***TRS does not guarantee fuel percentages**

Generator re-fueling: Refueling must be setup separately.

PM Service is required every 250 run hours for generators 350kW and above and every 500 run hours for generators 250kW and below and must be performed by a pre-approved group. Customer assumes responsibility for all required PM services, unless explicitly outlined

in the scope of this proposal. Normal PM rates will apply M-F (8 AM - 5 PM) local time and include maximum roundtrip travel time of 2 hours or 100 miles from a service center. PM Service performed outside of normal business hours will be charged at overtime rates.

To place an order:

1. Complete, sign, and return the proposal acceptance page.

To terminate rental:

1. Email your Trane Account Manager. Trane requires a minimum of a 48-hour notice for arranging the decommissioning and return freight. Termination notifications received after 5pm will be acknowledged the following day.
2. Provide the Rental Agreement Number, a PO Number, or the Equipment Unit IDs. Also please provide items to be collected, location, pickup date/time window of minimum 2 hrs, site contact person name/phone number, and any decommission needs.
3. You will receive a confirmation email to acknowledge your request. If you do not receive this confirmation, please contact your Trane Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

Trane Rental Terms and Conditions

The Rental Terms and Conditions below are exclusive and are in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and shall apply to all proposals or quotations made, orders accepted, and rentals made by Trane. "Trane" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada. Trane is not responsible for typographical or clerical errors made in any proposals, quotations, orders or publications. All such errors are subject to correction.

Acceptance: These terms and conditions are an integral part of the firm offer, subject to credit approval, by Trane to rent equipment to Customer and form the basis of any agreement (the "Agreement") resulting from Trane's proposal or quote and any rental of equipment to Customer. The proposal or quote is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by Customer. Acceptance of Trane's offer will have occurred if Customer: signs Trane's proposal; issues written order pursuant to submission of Trane's proposal; permits or accepts Trane's performance; or accepts in another commercially reasonable manner. If Customer's order is an acceptance of Trane's proposal, Trane may return such order with these terms and conditions attached, which shall serve as an acknowledgement and confirmation of receipt of order. If Customer's order is expressly conditioned upon Trane's acceptance or assent to terms other than those expressed herein, return of Customer's order by Trane with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to rent equipment in accordance with scope and terms of Trane's original proposal. If Customer does not reject or object within ten days, such counter-offer will be deemed accepted. In any event, if Customer permits or accepts performance, these terms and conditions will be deemed accepted by Customer.

Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Trane provides Customer with Connected Services, as defined in the Connected Services Terms.

Billing and Payment Terms: Unloading, start up, rigging, installation, piping, disconnection and electrical work are not included in the rental charge and are the sole responsibility of Customer. If Trane performs any of the foregoing, the charges for such services will be billed to Customer (usually in the first rental period). Rental and other periodic or billable charges shall be invoiced at the beginning of each rental period and are due net 30 days

Taxes and Licenses: No license, sales or use taxes are included in the periodic rental rates. Customer shall pay all taxes associated with the rental and use of the equipment, as well as all license fees and costs.

Freight: All freight charges shall be billed in the first rental period. Trane reserves the right to increase freight charges due to extraordinary events, including but not limited to acts of God, disruptions in transportation, acts of terrorism, war or the public enemy, civil disobedience, insurrections, riots, and labor disputes.

Delivery/Pick-up: Trane shall endeavor to meet scheduled delivery and pick up dates and times, but all such dates and times are estimates only. Trane shall not be liable for any damages for failure to meet such estimates. If equipment is to be unloaded upon arrival, customer is responsible for ensuring that equipment is unloaded in a timely manner. Should the truck have to wait in excess of two (2) hours to be unloaded, customer is responsible for all detention charges incurred.

Use and Location: The equipment is to be used by Customer and no other person, without written consent of Trane. The equipment is to be used for the stated purpose and solely for the purpose for which it was manufactured and intended. The equipment will not be removed from the original address of operation without the prior written consent of Trane. If equipment is re-located, without prior written consent from Trane, any and all repair services, costs, and/or other expenses arising out of the relocating the equipment will be at the Customer's sole cost and expense.

Inspection, Installation and Removal: Unless otherwise specified in this Agreement, all equipment must be unloaded upon delivery and upon termination reloaded by Customer. Equipment rental does not include chemicals, wear parts, or other consumables. Customer has inspected the equipment and found it to be in good working order and unbroken condition when received unless Customer advises Trane promptly in writing. If contracted for, as indicated in this Agreement, Trane will unload, rig, and otherwise install the equipment for Customer and at the end of the rental period disconnect, rig, load and otherwise remove the equipment from the jobsite for the fee indicated in this Agreement. Installation and removal are one-time charges billed to Customer in the first rental period and include start-up services and the disconnection inspection. Customer will return the equipment, with all attachments, accessories, and parts thereof to Trane at the address of Trane's choosing, on the date required and in the same condition the equipment was received, ordinary wear and depreciation excepted.

Start-Up: If equipment is damaged during startup by Customer, Customer is liable to Trane for such damages.

Fueling Service: As part of this Agreement, Trane will provide all of the fuel necessary for use in the Equipment. The Customer agrees, as part of this service to reimburse Trane for Trane's cost of fuel, plus a handling charge, specifically delineated in the Rental Agreement. Trane continues to own the Equipment and the fuel contained therein at all times, and in no way is reselling that fuel to the Customer.

Equipment Repair and Maintenance: Following equipment start-up, Customer will be responsible to operate the equipment in accordance with the manufacturer's standard operating procedures, perform routine preventive maintenance by qualified personnel, and to return it in good working condition, less normal wear and tear. If the equipment is not returned in similar or like condition as of rental commencement, Customer shall be liable to Trane for a cleaning fee. Any repairs or replacements required, during or immediately following the rental, required in Trane's judgment to make the unit operate properly due to improper installation by Customer, abuse, misuse, or unusual wear will be charged to Customer at the local time and material rates then prevailing. For rentals over one month duration, Customer shall allow Trane to inspect rental equipment each month.

All repairs to rental equipment must be performed by Trane: Upon Customer's notice to Trane, Trane shall provide emergency repair service that may be necessary in accordance with local time and material rates then prevailing; provided, however, that any repairs or replacements required in Trane's judgment to make the equipment operate properly due to a defect in the rental equipment provided by Trane shall be at Trane's expense.

Insurance: Customer will insure all equipment under an all risk property insurance policy, including windstorm, in the minimum amount of the value of the equipment shown in this Agreement. This clause is waived if Customer participates in the Rental Protection Program (RPP). Additionally, customer shall carry general liability insurance covering the use and operation of the equipment in the minimum amount of \$

1,000,000 per occurrence. All such policies shall name Trane as an additional insured and loss payee as its interests may appear. Customer is responsible for any deductible amounts due. Promptly upon Trane's request, Customer will provide Trane with a Certificate of Insurance evidencing the required coverage (and additional insured and loss payee endorsement).

Default: Customer shall be in default of this Agreement upon occurrence of one or more of the following events:

- a. any rental charge goes unpaid for a period of ten (10) days after its due date;
- b. any other breach of this Agreement by Customer goes uncorrected after ten (10) days written notice to Customer;
- c. any writ or order of attachment, execution or the like against Customer is levied on any of the equipment and is not released or satisfied within ten (10) days; or
- d. immediately when a proceeding in bankruptcy, insolvency or receivership is instituted voluntarily or involuntarily by or against Customer or Customer enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.

Remedies: In the event of Customer's default, Trane shall have the right to do any or all of the following, none of which shall constitute an election of remedies:

- a. declare immediately due, sue for, and receive from Customer all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Trane in taking possession, cleaning and repairing and re-renting any such Equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs and expenses shall be credited to Customer's obligation hereunder;
- b. disconnect and/or retake possession of any and all equipment with notice required by law or other process of law. For such purpose, Trane may enter upon the premises where the equipment is located and disconnect and/or remove same therefrom with proper notice without being liable in any suit, action or other proceeding by Customer;
- c. terminate this Agreement as to any and all equipment;
- d. terminate any other agreement(s) between Trane and Customer; and/or
- e. pursue any other rights and/or remedies, whether at law or in equity.

Indemnity: To the fullest extent permitted by law, Trane and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability: NOT WITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Trane's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Trane by Customer under this Agreement.

NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

Customer shall indemnify and defend Trane against, and Customer is solely responsible for, all fines, penalties, losses, claims, arising out of or alleged to arise out of (a) Customer's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Customer's purpose.

If a refrigerant leak or inadvertent venting is discovered by Customer during the rental period, Trane must be notified immediately. Customer must also notify any and all regulatory authorities (e.g., environmental protection agencies) in accordance with applicable laws and regulations. Customer shall be liable for, and indemnify Trane against, any fines, claims, injuries, losses or damages resulting from any refrigerant leak to the extent not caused by Trane.

In case of loss or theft of the equipment, Customer will be responsible for either replacement of the equipment with identical equipment or payment of its full replacement value. In either case, rental charges will continue until the equipment is replaced or reimbursement is made in full. Trane, at its sole discretion may report as stolen all Equipment not returned within ten (10) days of the end of the rental period. Customer will pay all collection fees, court costs, attorney's fees or any other expense required to enforce the terms and conditions of this Agreement.

COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

Force Majeure: Trane's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Trane for the period of time Customer has the benefit of the rental to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

General Terms: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes and replaces all previous understandings, commitments or agreements, oral or written related to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. This Agreement may not be assigned by Customer without Trane's prior written consent, in which event this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Any failure by Trane to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

Limited Waiver of Sovereign Immunity: If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Trane and arising or alleged to arise out of the furnishing by Trane of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Trane is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Trane is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Trane in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-50.01 (0423)
Supersedes 1-50.01 (0123)



AIG Insurance Company Rental Protection Program

Coverage Questions: 1-855-601-1787

Claims: 1-800-755-5115

Trane must have the completed and signed rental proposal with Rental Protection Program box marked “Yes” before the equipment arrives at the customer’s site in order to have the equipment protection.

Important Questions:	Answers:		
What is covered?	Direct physical loss to rental equipment caused by a covered peril to property that you have rented from Trane Rental Services including but not limited to theft, vandalism, fire water damage and accidental damages.		
Policy Limit of Liability:	\$ 1,000,000 for any one occurrence. This is the most that is paid in any one occurrence for loss to covered property.		
What is the overall deductible?	Property Damage \$ 2,500 Per Occurrence (except whether the Claim involves loss at one or more locations, the deductible amount shall apply against the total rental equipment loss suffered by the Insured from any one occurrence.		
Valuation:	Replacement Cost for equipment when model age is less than or equal to 5 years. All Other is Actual Cash Value.		
Are there coverage limitations?	Property is only covered for the equipment that is rented from Trane Rental Services. a. Described on the “schedule of coverages”; and b. While in transit to the rental customer or while at the premises of the rental customer after delivery. c. Consequential damages (not including Supplemental coverage below) are not covered		
Supplemental Coverage:	25% of the amount of paid for loss for Debris Removal. * \$ 5,000 Additional Debris Removal Limit * \$ 10,000 in the annual aggregate for Pollutant Cleanup and Removal - subject to a 180 day reporting provision.		
Perils (Causes of Loss) Excluded: Unless modified by endorsement or in the additional terms and conditions section.	<table border="1"> <tr> <td>Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property Mysterious Disappearance (when no in care custody and control of a 3rd party carrier)</td> <td>Earth Movement or Volcanic Eruption Flood Sewer Backup and Water Below the Surface Electrical Currents Theft from an Unattended Vehicle Wear and Tear/Mechanical Breakdown Intentional Abuse, neglect, or fraud</td> </tr> </table>	Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property Mysterious Disappearance (when no in care custody and control of a 3 rd party carrier)	Earth Movement or Volcanic Eruption Flood Sewer Backup and Water Below the Surface Electrical Currents Theft from an Unattended Vehicle Wear and Tear/Mechanical Breakdown Intentional Abuse, neglect, or fraud
Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property Mysterious Disappearance (when no in care custody and control of a 3 rd party carrier)	Earth Movement or Volcanic Eruption Flood Sewer Backup and Water Below the Surface Electrical Currents Theft from an Unattended Vehicle Wear and Tear/Mechanical Breakdown Intentional Abuse, neglect, or fraud		
Who is Marsh?	Marsh Sponsored Programs, a division of Marsh USA Inc., is the program administrator providing insurance for Trane Rental customers through AIG Marine Cargo program. Marsh offers a toll free number, 1-855-1787, where a licenses agent is available to answer any coverage questions or provide any claims assistance, as needed.		
Where should I report a claim?	First notice of loss should be reported by calling 1-800-755-5115		

This document provides a synopsis of coverage and is being provided as a reference only. The actual policy determines coverage. The policy contains exclusions, limitations, and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions, and requirements. Administrator: Marsh Sponsored Programs, a division of Marsh USA Inc. In CA, dba Marsh Risk & Insurance Services, CA Ins. Lic.# 0437153

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

AUGUST 29, 2024

PINE RIDGE PARK REMOTE PIT CONTROLLERS

The Pine Ridge Park Septic to Sewer Project is nearing completion. Recently, the vacuum sewer system was activated. The vacuum pits are near the roadside swales. The County has been actively cleaning and replacing older culverts in the area to help the drainage system operate.



However, there can be some flooding of the vacuum sewer pits as shown above.

When this happens, the lids can leak when submerged. In the top portion of the vacuum pit is the control mechanism. This unit needs to “breathe”, and when submerged in water, the unit fails to operate. As planned, the OUA was to move these controllers up into the air vent serving the vacuum pit. The tubes were installed during construction. If the controller is removed from the vacuum pit, flooding of the pit will not cause any problems.

Attached is a quote from FloVac for the parts needed and labor to install up to 58 remote controllers in the existing air vents.

OUA staff is recommending approval of the FloVac, Inc. quote for \$30,420.00.

Quote

Flovac Inc.



Flovac Inc.
 15 Utility Dr. Suite A
 Palm Coast, FL 32137
 Phone: 386-319-0350
 Email: accounts@flovac.com

Order #	Date
S2064	07/15/2024



Bill To:
Okeechobee 371 HWY 78 West Okeechobee, FL 34974

Ship To:
Okeechobee 371 HWY 78 West Okeechobee, FL 34974

Customer: Okeechobee

Contact: Okeechobee

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
mpringle	NET 30	Origin	Delivery		03/12/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	1USFVP0025	Controller Remote Mounting Kit ** 2" conduit is supplied by the customer** **Please let us know if you need over 10ft of hoses** **Dedicated Air Terminal sold separately**	\$240.00	58 ea	\$13,920.00
2	Sale	Installation Labor	Installation Labor	\$16,500.00	1 Unit	\$16,500.00
3	Note		Notes: 1. Freight TBD 2. Payment Terms 50% at Quote Acceptance 50% at Installation Completion			

Unless otherwise noted or agreed upon, shipping costs will not be included in quotes. **All credit card payments will have a 3.5% fee added to the invoice**

Subtotal:	\$30,420.00
Sales Tax:	\$0.00
Total:	\$30,420.00

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

AUGUST 29, 2024

WASTEWATER NW-15 PUMP STATION

This station is the regional pump station that receives + 95% of the flow from the OUA service heading to the Cemetery Road WWTF.

In 2025, the SWSA Project 2 will be coming online adding approximately another 500 homes to the approximate 4,500 connections now directed through NW-15. In late 2025 or early 2026 the SWSA Project 3 (Okee-Tantie/SR 78 corridor) will be coming on line adding another 500 – 1,000 ERC's.

Since NW-15 is nearing \pm 25 years old, it is time to review the historic flows seen by the station and the future expected flows to be added. The review analysis will look at mechanical (primarily pumps, piping & fittings), control panel and emergency generator.

To that end, the SWSA engineering team was asked to put together a scope of work and fee schedule since flow from the SWSA project will be the future flow impacting NW-15.

Please find attached the proposed engineering scope of work and fee schedule for OUA Board discussion. Mr. Jeff Sumner will be present to discuss and answer questions.

After OUA board review & discussion, it is OUA staff recommendation to approve the additional work authorization provided by Sumner Engineering & Consulting, Inc. in the amount of \$48,090.00.

SUMNER ENGINEERING & CONSULTING, INC. Project Number 19-04
SUMNER ENGINEERING & CONSULTING, INC. Project Name **SW Wastewater Service Area Project**

Additional Work Authorization

to

Professional Services Agreement 19-04 Between the

Okeechobee Utility Authority (“OUA”)

and

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

SUMMARY OF SERVICES TO BE RENDERED

As OUA works to complete construction of SWSA Project 2 and design/permitting of Project 3, it is necessary to evaluate the existing regional NW-15 Pump Station to determine what improvements are needed to accommodate the proposed additional inflows from the SWSA Project. To that end, SEC has engaged Jones Edmunds & Associates (JEA) to provide the requested analysis and report.

SEC / JEA will provide assessment and preliminary design for improvements to the NW15 lift station (LS-NW15), located at NW 27th Lane, Okeechobee, FL. The improvement assessment and preliminary design will focus on mechanical and electrical systems and site conditions affected by improvements. A structural condition assessment and improvements are not proposed.

The Assessment will include conducting a site visit and gathering and managing data to assess the existing lift station operating conditions and electrical systems, including generator capacity and condition. Preliminary design will include analyzing the gathered data, preparing a technical memorandum with findings, recommendations, and basis of design for proposed improvements.

Specific services to be provided by SEC / JEA are as follows:

TASK F1 – NW-15 LIFT STATION ASSESSMENT

F1.1 – PROJECT MANAGEMENT

SEC / JEA will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize OUA goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. SEC / JEA will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

Additionally, SEC / JEA will conduct an onsite kick-off meeting and one virtual review meeting with OUA. During the kickoff meeting, the following will be discussed:

- Key issues, objectives, and expectations related to the project.
- Availability of information and assumptions that will be used in developing the Basis of Design.
- Permitting requirements.
- Data requests to include information not already received.
- Review the project schedule.

F1.2 – DATA GATHERING AND LIFT STATION ASSESSMENT

- Review available information and conduct preliminary desktop analysis on system extension and operation.
- Prepare a schematic of the force main system upstream and downstream LS-NW15.
- Conduct a site visit to assess current lift station conditions and operation, including identifying mechanical and electrical components, taking physical measurements, taking operational instantaneous readings, and meeting with operations staff.
- Perform wet well draw-down test to estimate current pumping flows and electrical loads.
- Identify deficiencies and lift station site limitations for potential improvements.
- Research Discharge Monitoring Reports (DMRs) for the Wastewater Treatment Plant (WWTP) in FDEP website (OCULUS) for the last three years and perform inflow statistics.

Deliverable:

Lift station assessment worksheet, force main system schematic, and summary of WWTP inflows.

TASK F2 – PRELIMINARY DESIGN

F2.1 – DATA ANALYSIS AND BASIS OF DESIGN MEMORANDUM

- Analyze the lift station discharge system map and configuration.
- Compare and analyze available records with draw-down test results and pump curves on record to determine current pumping flows.
- Compare assessed pumping rates with DMRs to estimate manifolding flows into the lift station discharge force main.
- Perform calculations to estimate future flows using data provided by OUA.
- Perform hydraulic capacity calculations for the lift station and discharge force main based on the estimates for future capacity.
- Evaluate the need to upgrade lift station pumps and controls.
- Evaluate the need to upgrade the lift station fixed and backup power.
- Prepare a Basis of Design Memorandum (BODM) with findings and recommendations, including:
 - A summary of the project scope, background information, data collected, and an overview of existing facilities, record drawings, and permits.
 - Assessment results for the lift station capacity to manage current and future flows.
 - Any deficiencies found from a regulatory perspective and proposed improvements, including civil, mechanical, and electrical disciplines.
 - Suggest improvements to the lift station and provide a basis of design including a preliminary pump selection to manage projected flows.
 - Suggest improvements to the lift station power and control systems.
 - Identify potential site limitations based on record drawings, site survey (performed by others) aerial photos, and site visit.
 - Figures and/or schematics of the system area studied, and lift station proposed improvement.
 - An opinion of probable construction cost (OPCC) for the suggested improvements based on the Association for the Advancement of Cost Engineering International's Cost Estimate Classification System, Class 5.
 - Preliminary List of Drawings and Technical Specifications that would be developed in Final Design and used for Bidding and Construction.
- Virtually meet with OUA to obtain review comments on the BODM. Resolve questions and revise BODM to address comments.
- Conduct internal quality assurance/quality control (QA/QC).

Deliverable:

Draft BODM and final BODM incorporating OUA comments. All documents will be delivered in electronic (pdf) version through email or a secure cloud-based service.

SCHEDULE

SEC / JEA will begin work on this contract upon receipt of a Notice to Proceed (NTP) from OUA. The project tasks are estimated to be completed as follows:

Task Description	Task Duration	Calendar Days from NTP
Task F1 – Lift Station Assessment	14	14
Task F2 – Preliminary Design	60	74

COMPENSATION

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

Task Description	Fee Basis	Fees
Task F1 – Lift Station Assessment	Lump Sum	\$23,420
Task F2 – Preliminary Design	Lump Sum	\$24,670
Total		\$48,090

CLARIFICATIONS AND ASSUMPTIONS

1. OUA personnel will provide access to the facilities and assist during the assessment by performing equipment and valve operations, as necessary.
2. OUA will provide record data for the lift station, including as-builts, pump curves, operational records, and any other engineering documentation available within 1 week after the kickoff meeting.
3. OUA will provide comments to draft BODM within 7 calendar days.
4. Geotechnical investigation, subsurface utility exploration, structural engineering, cultural resources survey, and environmental assessments (e.g., wetlands, endangered species, tree inventory, etc.) are not included in this proposal but can be performed for an additional fee.
5. Hazardous materials (asbestos, metals, PCBs) investigations, testing, analysis, and abatement design are assumed unnecessary and therefore excluded from this scope.
6. The project site is assumed to be free of soil and groundwater contamination.
7. All improvements will be held within the current lift station site and right-of-way nearby (less than 50 feet from property limit).
8. Activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisitions are excluded.

- 9. We assume modifications to the lift station gravity influent and force main influent and effluent are not necessary and proposed improvement will be limited to the lift station site only.
- 10. If requested by OUA, final design, preparation of construction documents (drawings and specifications), application for permits, bid support, and engineering services during construction will be performed for an additional fee.

SUMNER ENGINEERING & CONSULTING, INC.

OKEECHOBEE UTILITY AUTHORITY

Signature	Date
Jeffrey M. Sumner, P.E.	
<hr/>	
Name	
President	
<hr/>	
Title	
<hr/>	
Address	
410 NW 2 nd Street	
Okeechobee, FL 34972	

Signature	Date
Steve Nelson	
<hr/>	
Name	
Chairman	
<hr/>	
Title	
<hr/>	
Address	
100 SW 5 th Avenue	
Okeechobee, FL 34974	

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

AUGUST 29, 2024

WW PUMP STATION SCADA UPGRADES

Several of the wastewater pump stations are monitored by a SCADA system. This SCADA system monitors FP&L power, wet well levels, long run times on pumps and generator status. Many of these SCADA units have been operational for +10 years.

It is time to refurbish and overhaul these stations. At a minimum they need new batteries, replace wiring and connectors and in some instances, there will need to be solar power backup added.

Locher Environmental Technology, LLC has been the sole source SCADA provider Campbell Scientific data logger and radio telemetry units for the Southeast region. Locher was asked to review the field SCADA stations and the main office unit located at the SWTP.

Proposal #2955 is for forty pump station sites where batteries, cables, solar power backup, antennas, connectors and other components are to be checked and or replaced.

Proposal #2956 is for the SWTP main office SCADA system where the workstation, operating system, logger-net software, monitor, auto-dialer, power supply and other accessories will be replaced.

OUA staff have reviewed and approved both of these proposals.

OUA staff recommends approval of both Locher Environmental Technology, LLC proposals: Proposals #2955 for \$47,797.00 and #2956 for \$37,246.00.



www.locherenv.com

Proposal

752 Commerce Drive Suite #3 Venice, FL
34293

Date	Quote #
8/7/2024	2955

Bill To Address

Okeechobee Utility Authority
Attn: John Hayford
100 S.W. 5th Avenue
Okeechobee, FL 34974-4221

Ship To Address

Okeechobee Utility Authority
MB Parts RM
371 SR 78 West
Okeechobee, FL 34974

Part Number	Description	Qty	Price Ea	Total:
	LIFT STATION MAINTENANCE:			
CH200/20769	12V Charging Regulator, Dual Chg Inputs * SDI Comm Cable to CR1000 * 34031 Battery Cable 10A, 24 inches	40.00	498.00	19,920.00
LIBATT/10AH	Lithium LiFePO4 Battery, 12v 10Ah, w/ Mount * Custom BMS to 9.0vdc, 1.10a @14.40vdc * Size for Mount 3.54" x 2.76" x 4.13"	40.00	139.00	5,560.00
SP15	Master Pump Station Redundant Power, 15 Watt Solar Panel, Welded Alu Bracket @ 35 Deg, U-Bolt to 25G Tower / Mast	10.00	318.00	3,180.00
20770	CH200 Programming Cable, 6ft	1.00	150.00	150.00
FIELD-SERVICE	Per Lift Station; On-Site Field Service * Install CH200 Regulator, 10ah LiFePO4 Battery * Install Push-To-Test Button (simulate high-level) * Test CR1000 I/O C1 - C8, SE1 - SE3, DIFF8 * Test RTU Comms (attenuate 60db) w/ Port RF Base * Test Antenna Cable & Antenna for F/R Power Loss * Install Solar Panel at (10) Master Pump Stations	40.00	460.00	18,400.00
FREIGHT	Freight to Florida @ 2% of Materials	1.00	587.00	587.00

Terms: VISA or MasterCard (Net 30 only upon credit approval).
3% Convenience Fee will be added for Credit Card Purchases

Subtotal: \$47,797.00

Sales Tax... \$0.00

Total: \$47,797.00

Returns: Purchaser will be charged a 20% restocking fee and will be liable for all shipping charges associated with the order.

*Customer is responsible for all applicable sales tax unless exempt. Final sales tax payable will be accessed at the time of invoicing. If exempt from sales tax, your certificate must be submitted at the time of submitting your order. All services provided are custom, and therefore are considered taxable.

FOB: Factory, PP&A
Quote Validity: 30 Days
Federal ID: 59-3759481

Locher Environmental Technology, LLC
752 Commerce Dr. Suite #3 Venice, FL 34293
Phone: (941) 483-3000
Fax: (443) 347-0534
kevin@locherenv.com



www.locherenv.com

Proposal

752 Commerce Drive Suite #3 Venice, FL
34293

Date	Quote #
8/7/2024	2956

Bill To Address

Okeechobee Utility Authority
Attn: John Hayford
100 S.W. 5th Avenue
Okeechobee, FL 34974-4221

Ship To Address

Okeechobee Utility Authority
MB Parts RM
371 SR 78 West
Okeechobee, FL 34974

Part Number	Description	Qty	Price Ea	Total:
	SCADA BASE STATION UPDATE			
SPECIAL	Dell Workstation, Win11-Pro, 42" Monitor * Specifications attched	1.00	3,610.00	3,610.00
LOGGNETADM-D	CSI LoggerNet Admin Support Software, Win11-Pro * Server and Clients Version 4.8.02	1.00	1,900.00	1,900.00
RTMCPRO-D	CSI Real Time Monitor & Control Software * Win11-Pro Version 5.0.1	1.00	2,810.00	2,810.00
LNDB	CSI LoggerNet Database Software, MySQL * Pro Version 2.0.0	1.00	2,490.00	2,490.00
SPECIAL	RACO Industrial Autodialer, Catalyst TCP/IP * Modbus TPC/IP, RS485 w/ 256 Input Channels * Specifications attached. * 5-Year Warranty	1.00	6,980.00	6,980.00
SPECIAL	RACO Cellular Callout (monitors analog phone line for a drop in voltage and activates relay contacts that signal a non-working phone line and switches to cellular) * Verizon Data Plan \$46/Month	1.00	3,320.00	3,320.00
CR1000X	CSI Measurement & Control Datalogger * Modbus TPC-IP to RACO Catalyst	1.00	2,400.00	2,400.00

Terms: VISA or MasterCard (Net 30 only upon credit approval).
3% Convenience Fee will be added for Credit Card Purchases

Subtotal:

Sales Tax...

Total:

Returns: Purchaser will be charged a 20% restocking fee and will be liable for all shipping charges associated with the order.

*Customer is responsible for all applicable sales tax unless exempt. Final sales tax payable will be accessed at the time of invoicing. If exempt from sales tax, your certificate must be submitted at the time of submitting your order. All services provided are custom, and therefore are considered taxable.

FOB: Factory, PP&A
Quote Validity: 30 Days
Federal ID: 59-3759481

Locher Environmental Technology, LLC
752 Commerce Dr. Suite #3 Venice, FL 34293

Phone: (941) 483-3000
Fax: (443) 347-0534
kevin@locherenv.com



Proposal

www.locherenv.com

Date	Quote #
8/7/2024	2956

752 Commerce Drive Suite #3 Venice, FL
34293

Bill To Address

Okeechobee Utility Authority
Attn: John Hayford
100 S.W. 5th Avenue
Okeechobee, FL 34974-4221

Ship To Address

Okeechobee Utility Authority
MB Parts RM
371 SR 78 West
Okeechobee, FL 34974

Part Number	Description	Qty	Price Ea	Total:
NL201	CSI Network Link Interface	1.00	355.00	355.00
SPECIAL	Power Supply UPS, 120Vac to 12Vdc * CH200/20769 Regulator * AC 120Vac to 24Vdc Transformer * Lithium 12Vdc 10ah LiFepo4 Battery * Comms to CR000X for Loss of Power	1.00	690.00	690.00
FIELD-SERVICE	On-Site Field Service * Install / Config Dell Workstation * Install / Config CSI Software Suite * Install / Config RACO Catalyst Autodialer * Test BASE Comms (attenuate 40db) * Test Antenna & Cable for F/R Power Loss * Configure Call-Out Testing Function * Documetation & Training	1.00	12,120.00	12,120.00
FREIGHT	Freight to Florida @ 2% of Materials	1.00	571.40	571.40

Terms: VISA or MasterCard (Net 30 only upon credit approval).
3% Convenience Fee will be added for Credit Card Purchases

Subtotal: \$37,246.40

Sales Tax... \$0.00

Total: \$37,246.40

Returns: Purchaser will be charged a 20% restocking fee and will be liable for all shipping charges associated with the order.

*Customer is responsible for all applicable sales tax unless exempt. Final sales tax payable will be accessed at the time of invoicing. If exempt from sales tax, your certificate must be submitted at the time of submitting your order. All services provided are custom, and therefore are considered taxable.

FOB: Factory, PP&A
Quote Validity: 30 Days
Federal ID: 59-3759481

Locher Environmental Technology, LLC
752 Commerce Dr. Suite #3 Venice, FL 34293

Phone: (941) 483-3000
Fax: (443) 347-0534
kevin@locherenv.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

AUGUST 29, 2024

CAPITAL CONNECTION CHARGE REVIEW

This item is provided as a for informational purposes only. The OUA Board will be asked to consider maintaining the 75% reduction to capital connection charges and installation charges for next year. Each fiscal year, the OUA Board considers this reduction for the year. If it is not renewed, then the “sunset” feature will return the charges to the full amount as established by the Schedule of Rates, Fess and Charges.

As a point of discussion, the table below offers a recap of connections made and the capital connection charges received by the OUA. The table also shows the fees that would have recovered if the rates were not set to a 75% reduction.

WATER CAPITAL CONNECTION CHARGE

Year	ERC's	25%		50%		75%		100%	
		\$/ERC	\$	\$/ERC	\$	\$/ERC	\$	\$/ERC	\$
FY 23	229	\$431	\$98,699	\$862	\$197,398	\$1,293	\$296,097	\$1,724	\$394,796
FY 22	148	\$417	\$61,716	\$834	\$123,432	\$1,251	\$185,148	\$1,668	\$246,864
FY 21	206	\$405	\$83,430	\$810	\$166,860	\$1,215	\$250,290	\$1,620	\$333,720
FY 20	58	\$378	\$21,924	\$756	\$43,848	\$1,134	\$65,772	\$1,512	\$87,696
FY 19	70	\$378	\$26,460	\$756	\$52,920	\$1,134	\$79,380	\$1,512	\$105,840
FY 18	174	\$378	\$65,772	\$756	\$131,544	\$1,134	\$197,316	\$1,512	\$263,088
FY 17	153	\$378	\$57,834	\$756	\$115,668	\$1,134	\$173,502	\$1,512	\$231,336
FY 16	270	\$378	\$102,060	\$756	\$204,120	\$1,134	\$306,180	\$1,512	\$408,240
FY 15	54							\$1,310	\$70,740
			\$517,895		\$1,035,790		\$1,553,685		\$2,142,320

WASTEWATER CAPITAL CONNECTION CHARGE

Year	ERC's	25%		50%		75%		100%	
		\$/ERC	\$	\$/ERC	\$	\$/ERC	\$	\$/ERC	\$
FY 23	220	\$838	\$184,360	\$1,676	\$368,720	\$2,514	\$553,080	\$3,352	\$737,440
FY 22	75	\$810	\$60,750	\$1,620	\$121,500	\$2,430	\$182,250	\$3,240	\$243,000
FY 21	187	\$786	\$146,982	\$1,572	\$293,964	\$2,358	\$440,946	\$3,144	\$587,928
FY 20	102	\$734	\$74,868	\$1,468	\$149,736	\$2,202	\$224,604	\$2,936	\$299,472
FY 19	29	\$734	\$21,286	\$1,468	\$42,572	\$2,202	\$63,858	\$2,936	\$85,144
FY 18	20	\$734	\$14,680	\$1,468	\$29,360	\$2,202	\$44,040	\$2,936	\$58,720
FY 17	61	\$734	\$44,774	\$1,468	\$89,548	\$2,202	\$134,322	\$2,936	\$179,096
FY 16	193	\$734	\$141,662	\$1,468	\$283,324	\$2,202	\$424,986	\$2,936	\$566,648
FY 15	17							\$2,200	\$37,400
			\$689,362		\$1,378,724		\$2,068,086		\$2,794,848

As the table shows, the total Water CCC's received from FY16 – FY23 is \$517,895 at a 75% reduction. Over that same time period, the OUA could have seen \$2,142,320 at the full rate. Likewise, for Wastewater the difference ranged from \$689,362 to \$2,794,848. These fees are used for capital purchases, projects and/or debt reduction.

Looking forward, there is talk of developments happening in the near future. If this same type of table was made for these potential future connections, it would look something like this:

	Full Fee	25% WATER		50% WATER		75% WATER		100% WATER	
		\$/ERC	\$	\$/ERC	\$	\$/ERC	\$	\$/ERC	\$
WATER	\$1,803								
Northshore	301	\$451	\$135,751	\$901	\$271,201	\$1,352	\$406,952	\$1,803	\$542,703
Okee Premier	200	\$451	\$90,200	\$901	\$180,200	\$1,352	\$270,400	\$1,803	\$360,600
SE Myers Jr	404	\$451	\$182,204	\$901	\$364,004	\$1,352	\$546,208	\$1,803	\$728,412
Awesome Ranch	350	\$451	Paid	\$901	Paid	\$1,352	Paid	\$1,803	Paid
Royal Prof	100	\$451	\$45,100	\$901	\$90,100	\$1,352	\$135,200	\$1,803	\$180,300
15th St Homes	210	\$451	\$94,710	\$901	\$189,210	\$1,352	\$283,920	\$1,803	\$378,630
JW Turf	480	\$451	\$216,480	\$901	\$432,480	\$1,352	\$648,960	\$1,803	\$865,440
Lakefront Estates	1,400	\$451	\$631,400	\$901	\$1,261,400	\$1,352	\$1,892,800	\$1,803	\$2,524,200
Dovani Springs	4,569	\$451	\$2,060,619	\$901	\$4,116,669	\$1,352	\$6,177,288	\$1,803	\$8,237,907
Midtown Village	1,320	\$451	\$595,320	\$901	\$1,189,320	\$1,352	\$1,784,640	\$1,803	\$2,379,960
	9,334		\$4,051,784		\$8,094,584		\$12,146,368		\$16,198,152

	Full Fee	25% WASTEWATER		50% WASTEWATER		75% WASTEWATER		100% WASTEWATER	
		\$/ERC	\$	\$/ERC	\$	\$/ERC	\$	\$/ERC	\$
WASTEWATER	\$3,504								
Northshore	301	\$876	Paid	\$1,752	Paid	\$2,628	Paid	\$3,504	Paid
Okee Premier	200	\$876	Paid	\$1,752	Paid	\$2,628	Paid	\$3,504	Paid
SE Myers Jr	404	\$876	Paid	\$1,752	Paid	\$2,628	Paid	\$3,504	Paid
Awesome Ranch	350	\$876	Paid	\$1,752	Paid	\$2,628	Paid	\$3,504	Paid
Royal Prof	100	\$876	Paid	\$1,752	Paid	\$2,628	Paid	\$3,504	Paid
15th St Homes	210	\$876	Paid	\$1,752	Paid	\$2,628	Paid	\$3,504	Paid
JW Turf	480	\$876	\$420,480	\$1,752	\$840,960	\$2,628	\$1,261,440	\$3,504	\$1,681,920
Lakefront Estates	1,400	\$876	\$1,226,400	\$1,752	\$2,452,800	\$2,628	\$3,679,200	\$3,504	\$4,905,600
Dovani Springs	4,569	\$876	\$4,002,444	\$1,752	\$8,004,888	\$2,628	\$12,007,332	\$3,504	\$16,009,776
Midtown Village	1,320	\$876	\$1,156,320	\$1,752	\$2,312,640	\$2,628	\$3,468,960	\$3,504	\$4,625,280
Treasure Island	1,500	\$876	\$1,314,000	\$1,752	\$2,628,000	\$2,628	\$3,942,000	\$3,504	\$5,256,000
	10,834		\$8,119,644		\$16,239,288		\$24,358,932		\$32,478,576

As you can see, the range in the Water CCC values go from \$4,051,784 (reduced by 75%) to \$16,198,152 (no reduced fees). Likewise, Wastewater CCC goes from \$8,119,644 up to \$32,478,576.

These additional funds could go along way to fund future capital projects or to pay down debt. With debt reduction, a reduction to monthly rates could happen to all OUA rate payers since annual debt service payments are a component of the monthly base charge.

Other factors to consider is that current OUA water customers in the Pine Ride Park or SWSA Project 2 septic to sewer projects can be sent letters before October 1st asking them to sign up now and enter in to payment agreements locking them in to the current reduced rates.

New construction, water well costs range from \$2,500 for just the well to an additional \$2,500 - \$4,000 for treatment systems. Septic tanks and drain fields are in the \$10,000 – 20,000 dollar range dependent on soil conditions and groundwater levels. So, with approximate cost to connect a residential unit at \$2,100 for water and \$4,100 for wastewater (full fees), the OUA connection costs are far less than wells and septic systems.

In light of the above, staff recommends guidance from the Board on whether any discount on capital connection and installation charges will be extended to new customers as of October 1, 2024 since a proposed rate sheet and resolution is required to be presented at the next board meeting.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

AUGUST 29, 2024

OUA LEGAL SERVICES

Tom Conely has advised that he will be retiring as OUA Board Attorney.

I have attached for review an RFQ and an advertisement. What is the time frame the OUA Board and OUA Board attorney need to make this transition work. I can suggest the two following time frames for discussion purposes:

(less than 3 week response time)

August 29th : OUA Board Meeting, approves RFQ
August 29th : Advertise
September 9th : Accept final written questions
September 11th : RFQ's due by Noon
No time for Committee meetings to discuss and rank respondents
September 17th : OUA Board meeting, discuss & choose attorney/firm

(4 week response time)

August 29th : OUA Board Meeting, approves RFQ
August 29th : Advertise
September 19th : Accept final written questions
September 26th : RFQ's due by Noon
Sep 30th - Oct 9th : Committee meeting to discuss and rank respondents
October 15th : OUA Board meeting, choose attorney/firm

Additionally, what is the process to be utilized in reviewing the RFQ's submitted, do you want a committee to review them and rank them for the OUA Board – or – do you want the full Board to review, rank and select. If so, who will make up the committee? Does the Board want to conduct interviews?

OKEECHOBEE UTILITY AUTHORITY
REQUEST FOR QUALIFICATION

1. The Okeechobee Utility Authority (OUA) will receive sealed requests for Qualifications (RFQ) for Authority Legal Services until 2:00PM (noon) local time on September 2, 2024, in the Office of the OUA at 100 SW 5th Avenue, Okeechobee, FL 34974. Any RFQ submitted orally, telephonically, mailed, faxed, modified, or delivered to any other location shall not be accepted. RFQ's may only be submitted in person or by mail/courier service to the specified address by the specified deadline. The OUA cautions Attorneys/Firms to ensure actual delivery of mailed or delivered RFQ prior to the deadline. At 2:00 P.M. or shortly thereafter, only the names and the time received of the respondents will be read aloud.
2. Requests for additional information or clarifications must be made in writing to John F. Hayford, Executive Director, either by email at jhayford@ouafl.com or by US Mail, no later than September 19, 2024 by 5:00 P.M. The OUA will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this RFQ. It will be the sole responsibility of the Proposer to contact the Executive Director prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their response.
3. Respondent must submit one (1) clearly marked signed original (8) high quality, legible copies, and one (1) digital copy. The attorney/Firm name and address must be on the outside of the sealed envelope. Submitted envelope must be sealed and clearly marked on the outside RESPONSE TO RFQ FOR AUTHORITY LEGAL SERVICES, delivered to:

Okeechobee Utility Authority
Attn: John F. Hayford, Executive Director
100 SW 5th Avenue
Okeechobee, FL 34974
4. OUA Staff will review submittals. A proposed ranking will tentatively be submitted for consideration by the OUA Board of Directors (OUA Board) at October 15, 2024 regular meeting. The OUA Board may determine any number of Attorneys/Firms to interview, consider calling a Special Meeting to conduct such interviews, or determine not to conduct interviews. At the discretion of the OUA Board, respondents may be asked to give a short presentation/interview as part of the selection process.
5. Following the interviews, if any are held, the OUA Board will select the Attorney/Firm to engage and will negotiate and execute a contract with the selected Attorney/Firm. The successful respondent shall prove by his/her/its qualifications, experience, and plan for

the work that it will best serve the overall needs of the OUA. The selection of the successful Attorney/Firm shall be at the OUA's discretion after receipt and evaluation of all responses. The OUA shall be the sole judge of its own best interests, the submittals and the resulting Contract.

6. Any Attorney/Firm requiring special accommodations due to a disability or physical impairment at any of the public meetings regarding this RFQ should contact the Executive Director at least three (3) working days prior to any meeting.
7. The OUA reserves the right to waive minor, nonmaterial irregularities in any or all RFQ's and accept or reject, in part or in full, any or all RFQ's.
8. As required by Section 287.123, Florida Statutes, an Attorney/Firm may not submit an RFQ if the Attorney/Firm is on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. The selected Attorney/Firm must warrant that it will neither utilize the services of nor contract with, any supplier, subcontractor, or consultant in excess of \$10,000.00 in connection with this project for a period of thirty-six (36) months from the date of their being placed on the convicted vendor list.
9. All respondents to this RFQ are asked to be thorough, yet concise, in their responses. All responders are advised that under Chapter 119, Florida Statutes, all responses are deemed public records and open to public scrutiny.
 - A. The legislature has amended Florida Statutes, Section 119.0701, to expand the obligation of local government to include in all contracts certain language that related to public records, which is made a part of this contract:

IF THE ATTORNEY/FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY/FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS FOR THE OKEECHOBEE UTILITY AUTHORITY AT :

OKEECHOBEE UTILITY AUTHORITY
ATTN: EXECUTIVE DIRECTOR
100 SW 5TH AVENUE
OKEECHOBEE, FLORIDA 34974
(863) 7639460 ext 118
jhayford@ouafl.com

- B. The Attorney/Firm shall adhere to Florida public records laws, including the following:
- i. Keep and maintain public records required by the OUA to perform the services, and upon request of the custodian of records for the OUA, provide the OUA with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a copy that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
 - ii. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of the Contract if the Attorney/Firm does not transfer the records to the OUA.
 - iii. Upon completion of this Contract, transfer, at no cost, to the OUA all public records in possession of the Attorney/Firm or thereafter keep and maintain public records required by the OUA to perform the service. If the Attorney/Firm transfers all public records to the OUA upon completion of the Contract, the attorney/Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Attorney/Firm keeps and maintains public records upon completion of the Contract, the Attorney/Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OUA, upon request of the Executive Director, in a format that is compatible with the information technology systems of the OUA.
- C. Noncompliance:
- i. A request to inspect or copy public records relating to the OUA's Contract for services must be made directly to the OUA. If the OUA does not possess the requested records, the OUA shall immediately notify the Attorney/Firm of the request, and the Attorney/Firm must provide the records to the OUA or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.
 - ii. If the Attorney/Firm does not comply with the request of the OUA for the records, the OUA shall enforce the Contract provisions in accordance with the Contract.
 - iii. If the Attorney/Firm fails to provide the public records to the OUA within a reasonable time, the Attorney/Firm may be subject to the penalties under Chapter 119.10.
- D. Civil Action:
- i. If a civil action is filed against an Attorney/Firm to compel production of public records relating to the OUA's Contract for professional services,

the court shall assess and award against the Attorney/Firm the reasonable costs of enforcement, including reasonable attorney fees. If:

- a) The court determines that the Attorney/Firm unlawfully refused to comply with the public records request within a reasonable time; and
- b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Attorney/Firm has not complied with the request, to the OUA and to the Attorney/Firm.

- ii. A notice complies with the above if it is sent to the custodian of public records for the OUA and to the Attorney/Firm at the Attorney/Firm's address listed on its Contract with the OUA, or to the Attorney/Firm's registered agent. Such notices must be sent by common carrier delivery service or by registered Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. An Attorney/Firm who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

10. Selected Attorney/Firm must comply with all requirements of the OUA policies. Additionally, the selected Attorney/Firm will be subject to statutory requirements to maintain all records that may be subject to the public records laws, including production of such records as requested by any firm or person, in the time and manner as required by law. In compliance with the Florida Sunshine Law and Code of Ethics, the OUA strictly enforces open and fair competition in its RFQ's.
11. Scope of Work. The scope of work summary should reflect that this is a part-time position. The selected Attorney/Firm shall provide legal advice, analysis and representation to the Executive Director and OUA Board and other OUA staff members; shall report directly to the Executive Director and the OUA Board and serves at their pleasure. The awarded respondent will provide services which include, but are not limited to the following:
 - A. Oversee and direct the implementation of internal legal activities and operations, which include planning, coordinating, administering, and evaluating projects, processes, procedures, systems and standards; ensure compliance with Federal, State and local laws, regulations, codes, and/or standards.
 - B. Research and interpret the law using statutes, case law, ordinances and administrative regulations; provide legal advice, analysis, and opinions upon request for administrative staff concerning local government, administrative policy development, workers' compensation, purchasing practices, real estate, public records and/or other related issues.

- C. Prepare and review proposed legislation. Resolutions, contracts, deeds, leases, easements, bond provisions, contracts and other legal documents requested by the executive director or other members of the OUA administrative staff.
- D. Investigate complaints by or against the OUA; prepare cases for trial; represent the OUA in litigation, including administrative hearings, arbitration and civil trials before County, State and Federal courts.
- E. Make informed decisions to bring regulatory, administrative and litigation matter to a cost effective conclusion.
- F. Prepare, review, interpret, and analyze a variety of information, data and reports, make recommendations based on findings.
- G. Coordinate, monitor and report to the OUA Board on the representation of the OUA by special outside counsel selected and retained by the OUA Board.
- H. Attend and act as parliamentarian of meetings of the OUA Board and, as necessary, attend meetings of other governmental boards and committees.

12. Training and Experience Requirements:

- A. Member in good standing with The Florida Bar.
- B. Have responsible experience in practicing law for a minimum of five (5) years as a member of The Florida Bar.
- C. Have experience practicing law in the public sector, including litigation, policy and resolution drafting and advising boards and/or constitutional officers.
- D. Have experience in representing Florida public agencies is preferred. Board certification in City, County and Local Government Law is preferred. Knowledge of Federal, State, County and special district law, common law and constitutional law affecting special districts is preferred.
- E. Have experience in searching public records to ascertain ownership of real property, the existence or nonexistence of public utility easements, reading and interpreting surveys and legal descriptions of real property.

13. Statement of Qualifications Format. Attorneys/Firms shall prepare their submittals using the following format and must provide, at a minimum, the following:

- A. TITLE PAGE: Please identify this RFQ.

- B. LETTER OF TRANSMITTAL: This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to timely perform the work. The letter should not exceed three (3) pages in length.
- C. QUALIFICATIONS: Provide the qualifications of those who will provide the services. The submittal should include:
- i. Details on the qualifications of key individual(s) who will perform the work, including education, experience and specialized knowledge and experience in similar work.
 - ii. Details on the qualifications including documentation of experience with similar work during the past ten (10) years; include Firm size, structure, location of management and charter authorization and licenses to do business in the State of Florida. Provide information on professional qualifications to provide the services as requested and include ratings and/or professional qualifications to provide the services as requested and include ratings and/or recognition in the legal community of professional achievement, identify and include qualifications and resumes of specific individuals who will provide legal services to the OUA, including the name and qualifications of the attorney who will be designated as the OUA Attorney, identify the location and availability of staff to provide services and the depth of Firm's ability to provide comprehensive services. Include the Firm's national, statewide and local service capabilities, including skilled technical and market resources of the Firm.
- D. OTHER INFORMATION REQUIRED:
- i. List all judgments or lawsuits in which the Attorney/Firms have been involved within the last five (5) years, including the nature of the lawsuit and the resolution thereof. List all lobbyists employed and the areas in which they lobby.
 - ii. List any clients you currently represent that could cause a conflict of interest with your responsibilities to the OUA. Describe how you would be willing to resolve or any future conflicts of interest.
 - iii. A copy of your business license number, state issued and classifications, your authorization to perform work in Florida, and any other licenses applicable. Please include a ~~W~~ form.
 - iv. List at least three (3) Florida references showing performance of similar type contracts in the public sector or private sector of similar size (including names, addresses, and phone numbers of each contact person). At least one (1) of those references should be from a Florida public sector entity.
 - v. List all public sector clients for past five (5) years
 - vi. Copies of all billing invoices for all public sector clients for the last twelve (12) months in accordance with public records laws.
 - vii. A statement of assurance that the Attorney/Firm is not presently in violation of any statutes or regulatory rules that might have an impact on your Firm's operations, including those of The Florida Bar Association, etc., and provide a

summary of any litigation filed against the Firm or key personnel in the three (3) years related to similar type of services requested.

viii. Affirmative statement, if awarded contract, confirming no conflicts of interest either directly or indirectly with any party. Alternatively, should any potential conflict exist, the proposal should specify the party with which there might be a conflict, the nature of the potential conflict and the means proposed to resolve the conflict.

E. INSURANCE.

i. Describe liability insurance coverage carried. Indicate the ability to hold harmless, indemnify and defend the OUA for losses, costs and expenses arising from liability claims resulting from alleged negligence.

ii. Provide evidence of coverage for workers compensation insurance.

iii. Provide certificate of insurance for professional and general liability with limits of at least \$1,000,000.00.

F. FORMS: Statement on Public Entity Crimes and Drug Free Work Place.

G. ADDITIONAL INFORMATION: Any additional information that would be helpful to the OUA in evaluating qualifications to serve as OUA Attorney.

H. AVAILABILITY: Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

14. To ensure fair consideration for all Attorneys/Firms, communication relative to this RFQ is prohibited during the submission process, with the exception of questions for clarification, if necessary, addressed as instructed above. Attorneys/Firms may not initiate communication with any OUA official or employee regarding this RFQ, except as herein noted, prior to the time an award or decision has been made.
15. The selected Attorney/Firm must agree that she/he/it shall defend, indemnify and hold harmless, the OUA and its officers, employees and agents, from and against all claims which arise out of the performance of the position of OUA Attorney as well as negligence, or actions of pertinent officers, employees and agents in the performance of the position of OUA Attorney.
16. All submittals must be firm and valid for ninety (90) calendar days from the date of that submittal.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Okeechobee Utility Authority

By _____
print individual's name and title

For _____
(print name of entity submitting sworn statement)

Whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, trial, or entry of a plea of guilty or non contendere.

I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length Contract, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives and partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies). Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.071, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing was executed before me this _____ day of _____, 2024, by means of physical presence by _____, who is personally known to me or produced a driver's license as proof of identity.

(Stamp/Seal)

Notary Public, State of Florida

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

AUGUST 29, 2024

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

AUGUST 29, 2024

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

AUGUST 29, 2024

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

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

Pine Ridge Park Utility Improvements

- Notice to Proceed issued June 21, 2022
- Substantial Completion February 16, 2024 (425 calendar days from NTP + 181 days per Change Orders)
- Final Completion March 18, 2024 (455 calendar days from issuance NTP + 181 days per Change Orders)
 - Contractor reached Substantial Completion June 28, 2024
 - House connections being made

SW 5th Ave Wastewater System Improvements

- Design review @ 30%

US441SE Water Main Extension

- Bid approval today's meeting

Treasure Island Septic to Sewer Project

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

SR 78W Water Main Improvements Project

- Phase 1 bids due 8/29/2024

Septic to Sewer Connections

- TCI Notice to Proceed up for consideration today

The new Assistant Executive Director joined the OUA effective August 26th

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 30

AUGUST 29, 2024

ITEMS FROM THE BOARD