

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
JUNE 16, 2022
8:30 A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Agenda Additions or Deletions
 - 2A. Treasure Island State Grant WG018
 - 2B. Invoice from Holtz Consulting Engineers, Inc. – Connors Gables WM Extension
3. Meeting Minutes from May 19, 2022
4. Employee Recognition
5. **Consent Agenda**
 6. Finance Report
 7. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
 8. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
 9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B)
 10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 11. Invoice from GO Underground Utilities, LLC – SWSA Master Force Main
 12. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements
 13. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements (Construction Phase)
 14. Invoice from Steven L. Dobbs Engineering, LLC – Engineering Services
 15. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
 16. Invoice from Thorn Run Partners

17. Preliminary FY23 Budget
18. Proposed OUA Employee Handbook
19. Orange Loop
20. Pine Ridge Park WWTP Demolition
21. USDA FORM – Amended Letter of Conditions
22. SRF Loan Approval

23. SE 2 Parcel Purchase
24. 110 SW 5th Avenue Building
25. 2022 OUA Property for Sale
26. Public Comments
27. Items from the Attorney
28. Items from the Executive Director
29. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

JUNE 16, 2022

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

	<u>Absent</u>	<u>Present</u>
Melanie Anderson – Board Member	_____	_____
Tommy Clay – Board Member	_____	_____
John Creasman – Chairperson	_____	_____
Jeff Fadley - Alternate	_____	_____
Harry Moldenhauer - Alternate	_____	_____
Steve Nelson – 2 nd Vice Chairperson	_____	_____
Tabitha Trent –Vice Chairperson	_____	_____
Glenn Sneider - Alternate	_____	_____

FUTURE MEETING OF OUA BOARD

July 21, 2022 – 8:30 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Monday – July 4, 2022 – Independence Day

Monday – September 5, 2022 – Labor Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

JUNE 16, 2022

AGENDA ADDITIONS OR DELETIONS

- 2A. Treasure Island State Grant WG018
- 2B. Invoice from Holtz Consulting Engineers, Inc. – Connors Gables WM Extension

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2A

MAY 19, 2022

TREASURE ISLAND GRANT AGREEMENT WG018

Please find attached an agreement for the Treasure Island Septic to Sewer Improvement Project (WG018). This grant agreement provides up to \$21,020,580.00 towards the design, permitting and construction of this project. The current estimated construction cost for this project is \$30,400,000.00.

After OUA Board review and discussion, OUA staff is recommending approval and execution of this document by the OUA Board Chairperson.

If approved, OUA staff will advertise an RFP requesting qualified engineering firms to submit proposals for the Treasure Island Septic to Sewer Improvement Project. Staff is requesting the OUA Board to appoint a member to the RFP Selection Committee which will review submittals, discuss and provide a Committee ranking to the OUA Board.

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

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

1. Project Title (Project): _____ Agreement Number: _____

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

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Name: _____ Grantee's Grant Manager Name: _____
or successor or successor

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

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

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

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kamri Colvin-Reece, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

Attachment 1

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

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

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

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

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG018**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Treasure Island Septic to Sewer Improvements Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to acquire a less than fee simple interest in land in accordance with Attachment 3, Grant Work Plan. Any land interests acquired under this Agreement shall be used in perpetuity for the purposes described in the Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms. None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Treasure Island Septic to Sewer Improvements Project

PROJECT LOCATION: The Project will be located in Okeechobee County; Lat/Long (27.2170, -80.7984).

PROJECT BACKGROUND: Since 2008, the Okeechobee Utility Authority (OUA) has expended resources on the Treasure Island Septic to Sewer Improvements Project that is comprised of three parts: northern collection system, southern collection system and pump/sanitary force main. The Cemetery Road WWTF currently has ample treatment and disposal capacity to meet the demands of this project. This project when completed will eliminate approximately 2,000 – 2,400 old/failing septic tanks and several small package wastewater treatment plants currently leaching effluent nutrients into Taylor Creek. The Treasure Island area has numerous canals directly connected to Taylor Creek which flows into Lake Okeechobee that is less than one mile away and most of the residential septic tank drain fields are in close proximity to the canals.

PROJECT DESCRIPTION: Okeechobee Utility Authority (Grantee) will construct the northern collection system (vacuum sewer collection lines and vacuum/pump stations). Additionally, the sanitary force main/pump station system will be constructed connecting the northern collection system to the regional wastewater treatment facility on Cemetery Road (FLA013888).

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task # 1: Commitment to Basin Management Action Plan (BMAP)

Deliverables: The Grantee will submit an official letter to the Department's Division of Environmental Assessment and Restoration indicating its commitment to completing this project and to keep this project in the Lake Okeechobee BMAP.

Documentation: The Grantee will submit a signed copy of this letter to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the copy of the letter to ensure it indicates the Grantee's commitment to completing this project and contains a request for this project to be included in the appropriate BMAP. Approval by the Department will be indicated by written acceptance by the Department's Grant Manager.

Payment Request Schedule: There is no reimbursement specifically for this task.

Task # 2: Design and Permitting

Deliverables: The Grantee will complete the design and permitting of the northern collection system and the sanitary force main/pump station system and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task # 3: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete the construction of the northern collection system (vacuum sewer collection lines and vacuum/pump stations) and the sanitary force main/pump station system.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task # 4: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit as available interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task # 5: Land Acquisition

Deliverables: The Grantee will acquire fee simple and/or less-than-fee simple interest on properties within Okeechobee County. Land or easements will be acquired for use as wastewater vacuum/pump station or easements for access or piping installation. Costs related to pre-acquisition and acquisition will be reimbursable. The property and easement interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task # 6: Construction

Deliverables: The Grantee will construct the northern collection system (vacuum sewer collection lines and vacuum/pump stations) and the sanitary force main/pump station system in accordance with the project contract documents.

Documentation: The Grantee will submit 1) a copy of the Notice to Proceed; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Commitment to Basin Management Action Plan (BMAP)	No-Cost Deliverable	\$0.00	7/1/2021	9/30/2022
2	Design and Permitting	Contractual Services	\$2,431,787	7/1/2021	3/31/2024
3	Bidding and Contractor Selection	Contractual Services	\$57,500	7/1/2021	3/31/2024
4	Project Management	Contractual Services	\$958,929	7/1/2021	9/30/2025
5	Land Acquisition	Land Acquisition	\$342,613	7/1/2021	3/31/2024
6	Construction	Contractual Services	\$16,586,751	07/1/2021	9/30/2025
		Miscellaneous/ Other Expenses	\$643,000		
Total:			\$21,020,580		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$21,020,580.00	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$21,020,580.00	
-------------	-----------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8
Agreement Provisions for Coronavirus State and Local Fiscal Recovery
Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

Attachment 8

- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

4. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

5. Additional Lobbying Requirements

- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

6. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of

2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement.

SLFRF WATER & SEWER PROJECTS

Grantees shall provide the following information to the Department, if applicable to the project:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG018
Project Title:	Treasure Island Septic to Sewer Improvements Project
Grantee Name:	Okeechobee Utility Authority
Grantee's Grant Manager:	John Hayford
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Commitment to Basin Management Action Plan (BMAP)

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Project Management

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Land Acquisition

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 6: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected or Actual

Initiation of operation date (month/year): _____ Projected or Actual

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date



Exhibit B
Florida Department of Environmental Protection
PROPERTY REPORTING FORM FOR
DEP AGREEMENT NO. _____

Required Signatures: **Adobe Signature** or **Original Ink**

CONTRACTOR/GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$1,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title, 5) purchase date, 6) cost, 7) share of that cost, 8) location/address, 9) use and condition, 10) any ultimate disposition data including date of disposal and sale price.

Description	Serial No./ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant Funds	Location/ Address	Use and Condition	Disposition (if sold, include sale price)
<i>Ex. Rainfall Gauge</i>	<i>12345</i>	<i>Bid</i>	<i>Grantee</i>	<i>MM/DD/YYYY</i>	<i>\$1,000/unit</i>	<i>100%</i>	<i>Project Site- 123 Main Street, Tallahassee, FL</i>	<i>New- Rainfall Measurements</i>	<i>Permanently installed at project site</i>

CONTRACTOR/GRANTEE:	Contract/Project/Grant Manager:	Date:
---------------------	---------------------------------	-------

BELOW FOR DEP USE ONLY

DEP MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's/Contractor's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your contract file. Refer to DEP Directive 320 for Property Guidelines.

DEP Manager Signature and Date:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

MEMORANDUM OF GRANT

DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. WG018

This Grant Agreement was executed on _____ (date), by and between the Florida Department of Environmental Protection and _____ (Grantee), for in pertinent part, land acquisition in _____ County, Florida, for the purpose of protecting springs, by funding such projects under Section 403.061, Florida Statutes OR to construct _____ (WWTP, etc.). A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under “Agency Assigned Contract ID” search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement [a Clean Water Act or Drinking Water Act program] OR [an environmental benefit] under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2B

MAY 19, 2022

**INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – CONNERS GABLES
WATERMAIN EXTENSION**

Please find attached the invoice in the amount of \$4,175.50 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$15,710.00
May-22	1	May-22		\$9,745.00	\$5,965.00
Jun-22	2		\$4,175.50		\$1,789.50

Staff recommends approval of this invoice in the amount of \$4,175.50 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

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

INVOICE DATE: June 10, 2022
INVOICE #: 11155-2
CLIENT: OUA
PROJECT: Connors Gables WM
Extension Bidding and
Services During Construction
P.O. Number: 0000011155

Bill To:

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

Lump Sum Contract Amount:	\$	15,710.00
Prior Invoices to Date:	\$	9,745.00
This Invoice Amount:	\$	4,175.50
Remaining Balance:	\$	1,789.50

THIS INVOICE AMOUNT: \$ 4,175.50

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

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

JUNE 16, 2022

MEETING MINUTES

Attached are copies of the minutes of the meetings held on May 19, 2022.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from May 19, 2022 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Thursday, May 19, 2022 8:30 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Creasman called the meeting to order at 8:30 A.M.

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

Board Members:

Melanie Anderson*

Tommy Clay*

John Creasman*

Steven Nelson*

Tabitha Trent*

Alternates:

Harry Moldenhauer

Glenn Sneider

Absent:

Jeff Fadley

*Voting Board Members

OUA Members:

John Hayford

George Gall

Jamie Mullis

Tom Conely

Michelle Willoughby

Lauriston Hamilton

Chairperson Creasman determined the voting members and led all present in the Pledge of Allegiance

Chairperson Creasman addressed Agenda Item No. 2 ‘Agenda Additions or Deletions’

Executive Director Hayford presents the invoice from Holtz Consulting Engineers, Inc., which was submitted after the agenda was completed. Executive Director Hayford suggests making the invoice Agenda Item 2A. **Motion by Steven Nelson to accept the invoice from Holtz Consulting Engineers, Inc as Agenda Item 2A and approve the invoice in the amount of \$9,745.00. Second by Tommy Clay. Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 3 ‘FY22 Budget Amendment #1 and Resolution 22-01’

Motion by Tommy Clay to open the Public Hearing at 8:32 A.M. Second by Steven Nelson. Vote unanimous (5-0), motion carried.

Executive Director Hayford presented FY22 Budget Amendment #1 and Resolution 22-01.

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

Chairperson Creasman called for comments from the Board. There were none.

Motion by Steven Nelson to close the Public Hearing at 8:38 A.M. Second by Melanie Anderson. Vote unanimous (5-0).

Motion by Tommy Clay to approve and adopt Resolution 22-01 as presented. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 4 ‘Meeting Minutes from April 21, 2022. Motion by Melanie Anderson to approve the Meeting Minutes from April 21, 2022 as presented. Second by Tommy Clay. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 5 ‘Consent Agenda’ Board Member Melanie Anderson pulled Consent Agenda Item #15. Motion by Tommy Clay to approve the Consent Agenda after pulling Consent Agenda Item #15 for discussion:

Consent Agenda Item No. 6 ‘Finance Report for the period ending April 30, 2022

Consent Agenda Item No. 7 ‘Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting in the amount of \$33,745.00’

Consent Agenda Item No. 8 ‘Invoice from Sumner Engineering & Consulting, Inc. – Okeetantie Utility System Improvements in the amount of \$3,817.50’

Consent Agenda Item No. 9 ‘Invoice from Sumner Engineering & Consulting, Inc. – SWSA Project (Part B) in the amount of \$14,778.68’

Consent Agenda Item No. 10 ‘Invoice from Sumner Engineering & Consulting, Inc. – SWSA Project (Part E) in the amount of \$85,721.76’

Consent Agenda Item No. 11 ‘Invoice from Felix Associates, Inc. – SWSA Master Pump Station in the amount of \$54,150.00’

Consent Agenda Item No. 12 ‘Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvement in the amounts of \$3,001.81’

Consent Agenda Item No. 13 ‘Invoice from MacVicar in the amount of \$250.00’

Consent Agenda Item No. 14 ‘Invoice from Thorn Run Partners in the amount of \$3,500.00’

Second by Melanie Anderson. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Consent Agenda Item #15 ‘Items to be Written Off’ Melanie Anderson discusses the process for OUA staff to track and report monies owed on properties. Melanie Anderson discusses placing liens on properties with fees due. Attorney Tom Conely discusses the lien process. Executive Director Hayford discusses the OUA process for reporting monies due and the lien process. There was a brief discussion. Motion by Melanie Anderson to approve Consent Agenda Item #15 as presented. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 16 ‘Allocation of FY21 Operating Surplus’ Finance Director Gall discusses the unallocated operating surplus from FY21 in the amount of \$361,463.00. Finance Director Gall presents scenarios for allocating this operating surplus for the board consideration and approval. Finance Director Gall discusses the significant number of projects planned for the FY23 budget and recommends that the surplus funds are allocated to the Capital

Improvement Project Fund. Executive Director Hayford discusses that if the surplus monies were allocated to the CIP Fund and are not restricted. **Motion by Tommy Clay to follow staff's recommendation and allocate FY21 surplus funds in the amount of \$361,463.00 to FY23 Capital Improvement Project Fund. Second by Steven Nelson. Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 17 'Pine Ridge Park Improvement Project' Executive Director Hayford provides the board with a recap of the project. The project was designed by Eckler Engineering, Inc. and placed out for bid. The apparent low bidder came in \$864,000 higher than the engineering estimate. During discussions between Eckler Engineering, Inc. and bidders, the higher-than-expected costs can be tied to suppliers not giving to bidders hard pre-bid quotes (actual "hard" pricing isn't available until orders are placed, or in some cases, until product is delivered), increasing labor costs, inflation or product availability (causing the bidder to order a product from a higher priced supplier). Executive Director Hayford discusses that the engineer and bidder discussed pricing to try and bridge the gap between the engineering estimate and the low bid. To understand the difference in the bids will assist in substantiating the reasonableness of the total bid. There was very little success in this area of discussions. Executive Director Hayford discusses that the OUA FY22 funding was set to meet the engineer's estimate. Therefore, since a negotiated price was not reached, three options are available: OUA to find additional financial resources to meet higher bid, take out several work items to lower cost or reject all bids and rebid the project. There was a brief discussion regarding mandatory connections. Doug Hammann with Eckler Engineering, Inc. was present to discuss the estimate on the project and the increases they have seen in the bids that they are receiving. Doug Hammann explains that the bid cannot be changed and that any changes would be completed through changes orders after a contract is signed. Doug Hammann discusses with the board that there may be FDEP grants that can assist with the cost for homeowners to connect to the system. *John Creasman out at 945 A.M.* Doug Hammann discusses some of the changes they can request through a change order that cannot be requested with a signed contract. *John Creasman in at 947 A.M.* **Motion by Steven Nelson to accept the bid from Hinterland Group, Inc. in the amount of \$5,143,000.00. Second by Tommy Clay Vote unanimous (5-0), motion carried.**

Motion by Tommy Clay to approve the OUA Board Chair or Vice Chairperson to execute the Notice of Award to Hinterland Group, Inc. Second by Steven Nelson. Vote unanimous (5-0), motion carried.

Motion by Tommy Clay to approve the OUA Board Chair or Vice Chairperson to execute the Notice to Proceed provided necessary documents are submitted, reviewed and approved. Second by Steven Nelson. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 18 'SWTP Water Quality Study' Executive Director Hayford discusses the proposal on the Water Quality Study at the Surface Water Treatment Plant. Executive Director Hayford discusses a buildup of solids on a vertical turbine pump in the filter clear well. Water is pumped from the clear well to the new ground storage tank. The exterior of this pump intake was similar to the interior. This buildup caused the pump itself to become locked up. The OUA had to have the pump pulled and sent to a pump repair shop to be cleaned and service and returned. **Motion by Tommy Clay to approve Task Order #12 submitted Eckler Engineering,**

Inc. in the amount of \$17,500.00. Second by Steven Nelson. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 19 ‘SWSA Master Force Main’ Executive Director Hayford discusses that the OUA received 9 bids for the SWSA Master Force Main Project. Executive Director discusses based upon the engineer’s summary and more specific review of several of the low bids, the engineer is recommending award to Go Underground Utilities, LLC. **Motion by Tommy Clay to approve the OUA Board Chair or Vice Chairperson to execute the Notice of Award to Go Underground Utilities, LLC. Second by Steven Nelson. Vote unanimous (5-0), motion carried.**

Motion by Tommy Clay to approve the OUA Board Chair or Vice Chairperson to execute the Notice to Proceed to Go Underground Utilities, LLC. Second by Steven Nelson. Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 20 ‘King’s Bay Water Main Extension’ Executive Director Hayford discusses that a private property owner has approached the OUA to extend a water main from the front entrance at King’s Bay to their property. The private party will extend the water main at their cost and size (6” PVC) to meet their needs. The private party has asked the OUA to pay for any up sizing to meet future OUA needs, extensions past their property, engineering and surveying. Executive Director Hayford discusses that the OUA has been approached several times concerning this extension, the last being January 2021. This request is beneficial to both the property owner as well as the OUA. If this line were extended, there will be more than one new customer. There was a brief discussion. Executive Director Hayford will secure an engineering proposal and cost estimate which will be brought to the board for consideration at the June Meeting.

Chairperson Creasman addressed Agenda Item No. 21 ‘SE-2 Land Purchase’ Executive Director Hayford discusses that the OUA has expressed an interest in this lot as a means to provide a buffer next to the OUA owned SE 2 wastewater pump station. The Okeechobee County Property Appraiser has this parcel (lots 2,3,4 and alleyway Block K) valued at \$53,288. Prior to the OUA purchase of this parcel, OUA staff obtained an independent appraisal which came back in the amount of \$65,000.00. **Motion by Tommy Clay to approve the OUA Board Chair or Vice Chairperson to make counter offer of \$72,500.00 with authorization to purchase for an amount not to exceed of \$80,000.00. Second by Steven Nelson. Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 22 ‘Office Property Purchase’ Executive Director Hayford discusses that the OUA will be hiring a person to fill the assistant executive director position. An office will need to be created which will require a remodel of the main office space or the purchase of space elsewhere. Executive Director Hayford discusses that the owner of a building on a parcel which is adjacent to the OUA main office has reached out to the OUA to see if the OUA would be interested in purchasing this parcel. The building is 1,100 SF, built in 1960 and assessed at \$33,362. It currently is operated as a Bail Bond office and has been a Tattoo Parlor, Barber Shop or various other businesses. Executive Director Hayford discusses that prior to purchasing this building, the OUA will require an inspection to determine current condition. Executive Director Hayford discusses If the OUA were to purchase this building, it will require some refurbishing such as paint,

electrical and connective (internet/server) services from the OUA office. Executive Director Hayford informs the board that the owner is currently offering \$125,000.00. **Motion by Steven Nelson to purchase the property in the amount of \$125,000.00 contingent on inspection. Second by Tommy Clay. Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 23 ‘Public Comments’ There were none

Chairperson Creasman addressed Agenda Item No. 24 ‘Items from the Attorney’ There were none

Chairperson Creasman addressed Agenda Item No. 25 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Chairperson Creasman addressed Agenda Item No. 26 ‘Items from the Board’ John Creasman suggests that the OUA surplus land that is owned on State Road 78. Executive Director Hayford met with the county planner to look into subdividing the properties into multiple properties.

Tabitha Trent out at 10:47 A.M.

There being no other business, meeting adjourned at 10:50 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

JUNE 16, 2022

EMPLOYEE RECOGNITION

This month the Board will recognize one employee for their years of service for the OUA.

Tammy Affron	5 Years
--------------	---------

Paige Van Hassel	5 Years
------------------	---------

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

JUNE 16, 2022

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:

Agenda

6. Finance Report
7. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design and Permitting
8. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B)
10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
11. Invoice from GO Underground Utilities, LLC – SWSA Master Force Main
12. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements
13. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements (Construction Phase)
14. Invoice from Steven L. Dobbs Engineering, LLC – Engineering Services
15. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
16. Invoice from Thorn Run Partners

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

JUNE 16, 2022

CONSENT AGENDA

FINANCE REPORT

Attached for your review is a copy of the Finance Report for the period ending May 31, 2022.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2022

As of The Period Ending May 31, 2022

OKEECHOBEE UTILITY AUTHORITY
TABLE OF CONTENTS

Executive Summary	Page 1
Finance Report for: The Period Ending May 31, 2022	Page 2
Graphs:	
Operating Revenue Comparison- YTD Actual vs Budget	Page 3
Operating Expenses Comparison- YTD Actual vs Budget	Page 3
Operating Activity Comparisons:	
Revenue-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 4
Graph-Current Year vs 4 Year Weighted Average YTD	Page 5
Graph-Water Revenue FY16-FY21 & FY22 YTD	Page 6
Graph-Sewer Revenue FY16-FY21 & FY22 YTD	Page 7
Expenses-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 8
Graph-Current Year vs 4 Year Weighted Average YTD	Page 9
Graph Operating Expenses FY16-FY21 & FY22 YTD	Page 10
Graph Non Operating Expenses FY16-FY21 & FY22 YTD	Page 11
Comparative Statement of Cashflows: 9.30.20, 9.30.21 & 05.31.22	Page 12
Balance Sheet as of May 31, 2022	Pages 13-14
Pie Graph of Major Balance Sheet Items	Page 15
Detail of Other Operating Revenue	Page 16

Okeechobee Utility Authority
Executive Summary
Prepared by Finance Director

For the first eight months of fiscal year 2022, actual YTD operating revenues as of May were \$7,925,413 compared to \$7,474,716 for the same period last year, which represents an increase of \$450,697 or 6.0% on year to year result. This trend is also true when YTD operating revenue is compared with YTD budget, where a similar positive difference of \$469,373 is recorded. While YTD operating expenses are higher than previous year's amount by \$304,414, it should be noted that when compared with YTD budget, expenses are tracking \$833,033 lower than approved operational budget. Restricted revenues of \$176,138 this year is significantly lower than previous years report of \$286,433 due to decline in WW CC Fee (Infill) when \$139,707 was reported last year compare to YTD '22 of \$52,185.

**OKEECHOBEE UTILITY AUTHORITY
FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Cumulative YTD Operating Budget Variance	Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY21	Actual YTD FY22	Budget YTD FY22	% Variance (FY 22 vs FY 21)	Actual YTD FY21	Actual YTD FY22	Budget YTD FY22	% Variance (FY 22 vs FY 21)		Actual YTD FY 21	Actual YTD FY 22	Budget YTD	% Variance	
Oct-21	897,718	952,107	933,685	6.1%	487,324	304,448	665,215	-37.5%	379,189	31,412	16,943	10,239	65.5%	6,704
Nov-21	1,897,055	1,932,264	1,867,370	1.9%	924,651	856,789	1,330,431	-7.3%	538,536	53,629	37,265	20,478	82.0%	16,787
Dec-22	2,801,055	2,839,735	2,801,055	1.4%	1,654,365	1,578,441	1,995,646	-4.6%	455,885	124,562	57,320	30,716	86.6%	26,604
Jan-22	3,676,602	3,889,449	3,728,020	5.8%	2,158,028	2,064,469	2660861	-4.3%	757,821	176,235	73,453	47,675	54.1%	25,778
Feb-22	4,641,896	4,938,079	4,660,025	6.4%	2,633,720	2,643,709	3,326,076	0.4%	960,421	194,229	118,145	59,594	98.2%	58,551
Mar-22	5,582,966	5,966,092	5,592,030	6.9%	3,195,556	3,283,129	3,991,292	2.7%	1,082,225	209,176	135,895	71,513	90.0%	64,382
Apr-22	6,516,992	6,941,548	6,524,035	6.5%	3,670,008	3,813,513	4,656,507	3.9%	1,260,507	271,990	157,452	83,432	88.7%	74,020
May-22	7,474,716	7,925,413	7,456,040	6.0%	4,184,275	4,488,689	5,321,722	7.3%	1,302,407	286,433	176,138	95,351	84.7%	80,787
Jun-22														
Jul-22														
Aug-22														
Sep-22														

Respectful


Lauriston Hamilton

Okeechobee Utility Authority
FY 2022 Finance Report for May 31, 2022
The Period Ending

OPERATING REVENUE FUND

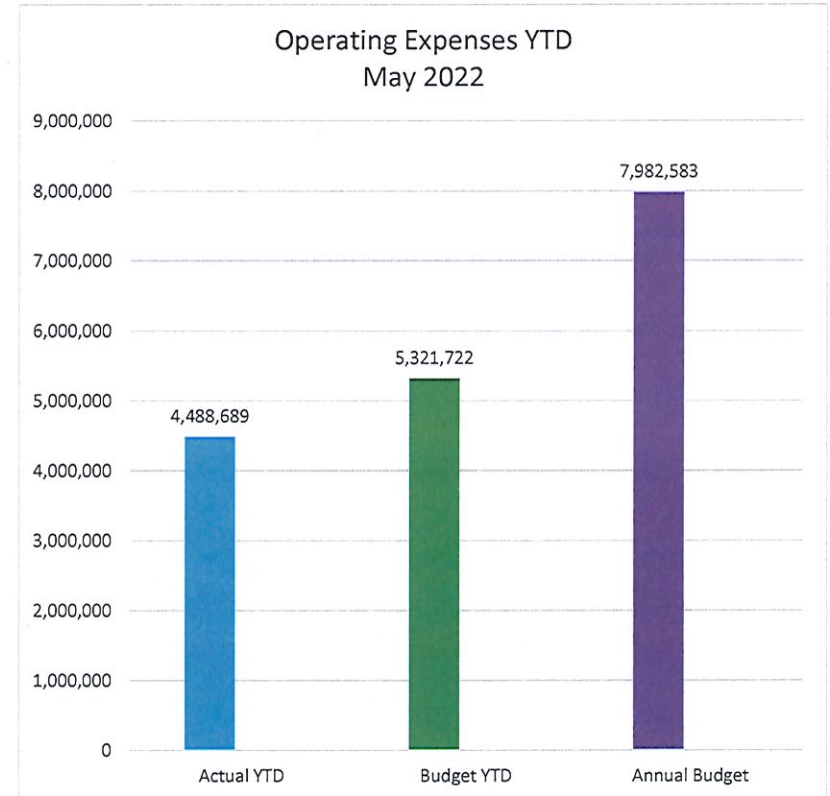
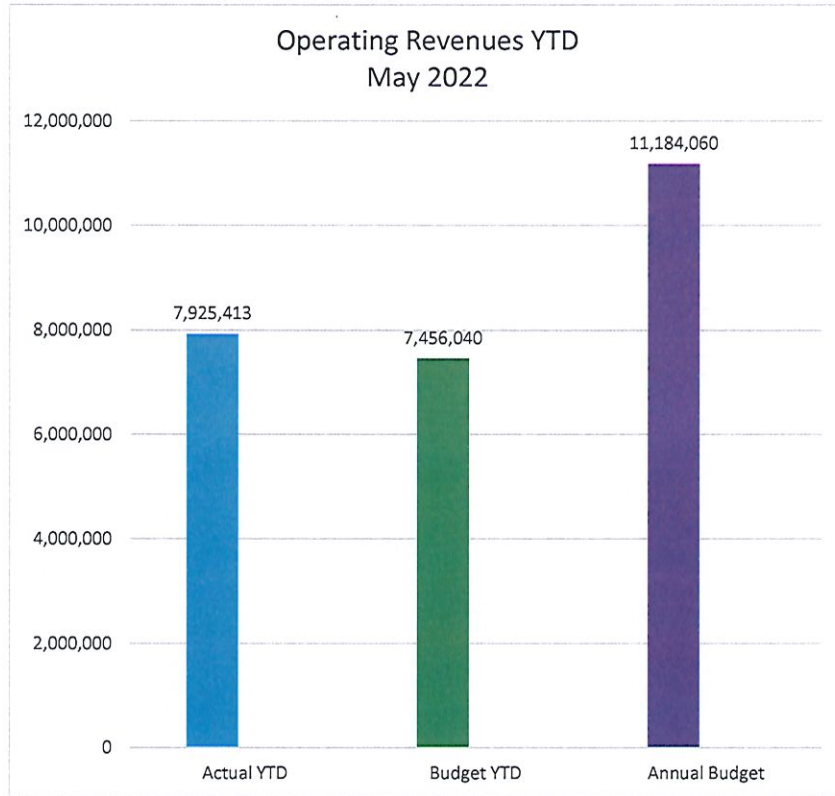
	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE:				
Water	\$ 4,725,055	\$ 4,455,629	\$ 269,426	6.0%
Sewer	\$ 2,901,089	2,761,142	139,947	5.1%
Other Operating Revenue (see detail on page 16)	\$ 299,270	239,269	60,001	25.1%
Total Operating Revenue Received	<u>\$ 7,925,413</u>	<u>\$ 7,456,040</u>	<u>\$ 469,373</u>	<u>6.3%</u>
OPERATING EXPENSES:				
Water	\$ 950,657	\$ 1,128,057	\$ 177,399	15.7%
Wastewater	\$ 662,404	759,400	96,996	12.8%
Meter Readers	\$ 167,734	185,027	17,294	9.3%
Maintenance	\$ 1,445,946	1,633,062	187,116	11.5%
Administration Operating	\$ 812,282	904,389	92,107	10.2%
General & Admin.	\$ 449,666	611,787	162,121	26.5%
Contingency Expense	\$ -	100,000	100,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 4,488,689</u>	<u>\$ 5,321,722</u>	<u>\$ 833,033</u>	<u>15.7%</u>
Net Operating Income	<u>\$ 3,436,725</u>	<u>\$ 2,134,318</u>	<u>\$ 1,302,407</u>	<u>61.0%</u>

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 63,004	\$ 58,160	\$ 4,844	8.3%
Water CC Fees (infill)	\$ 48,789	6,950	41,839	602.0%
WW CC Fees (infill)	\$ 52,206	6,480	45,726	705.6%
Operating Account Interest	\$ 7,361	13,079	(5,718)	0.0%
Payroll Account Interest	\$ 187	361	(174)	0.0%
Restricted Interest Income	\$ 4,590	10,320	(5,730)	-55.5%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 176,138</u>	<u>\$ 95,351</u>	<u>\$ 80,787</u>	<u>84.7%</u>
NON-OPERATING EXPENSES:				
Debt service interest expense	\$237,903	\$237,903	0	0.0%
Non-cash depreciation & amortization	\$1,778,935	\$1,808,400	29,465	1.6%
NET REVENUE BEFORE ITEMS BELOW	<u>\$ 1,596,025</u>	<u>\$ 183,366</u>	<u>\$ 1,353,729</u>	<u>738.3%</u>

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

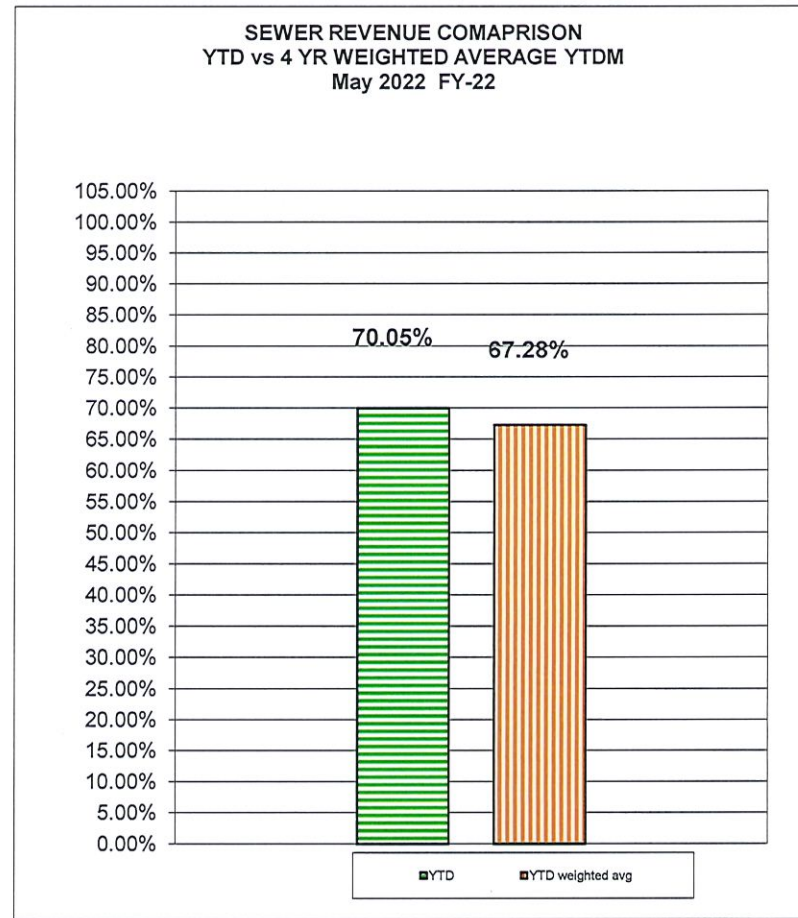
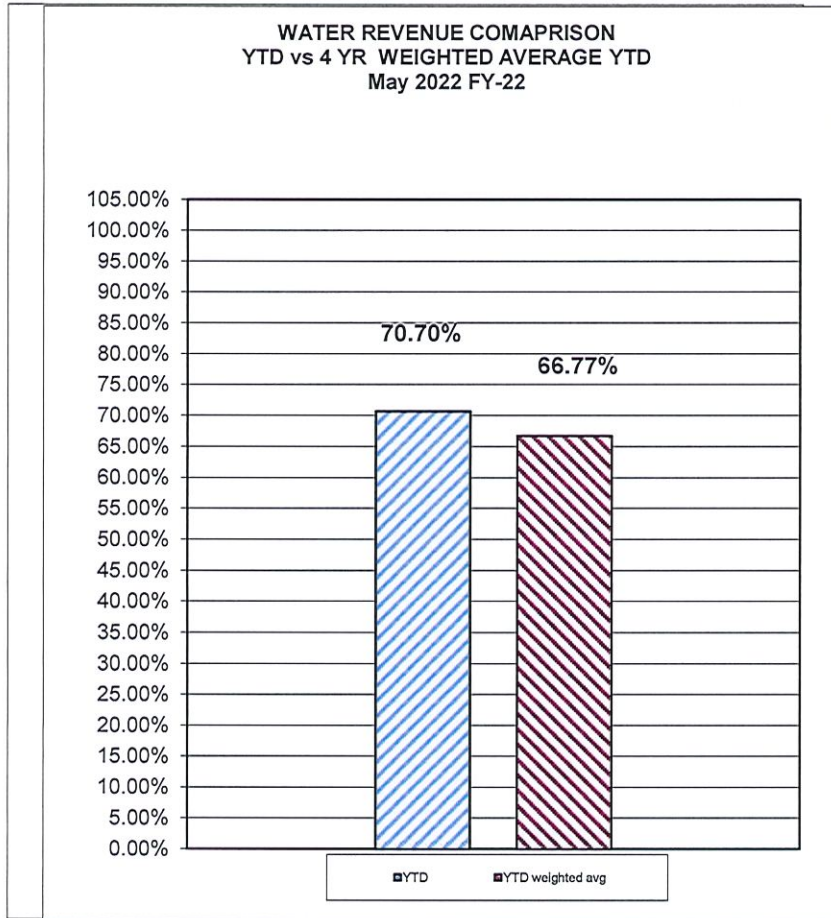
	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$0		
(2) Contributed capital of:	\$32,358		
(3) Debt service principal payments of:	\$1,032,166	\$2,073,096	
(4) Net Construction In Progress (CIP) Expenditures of:	\$1,534,383		



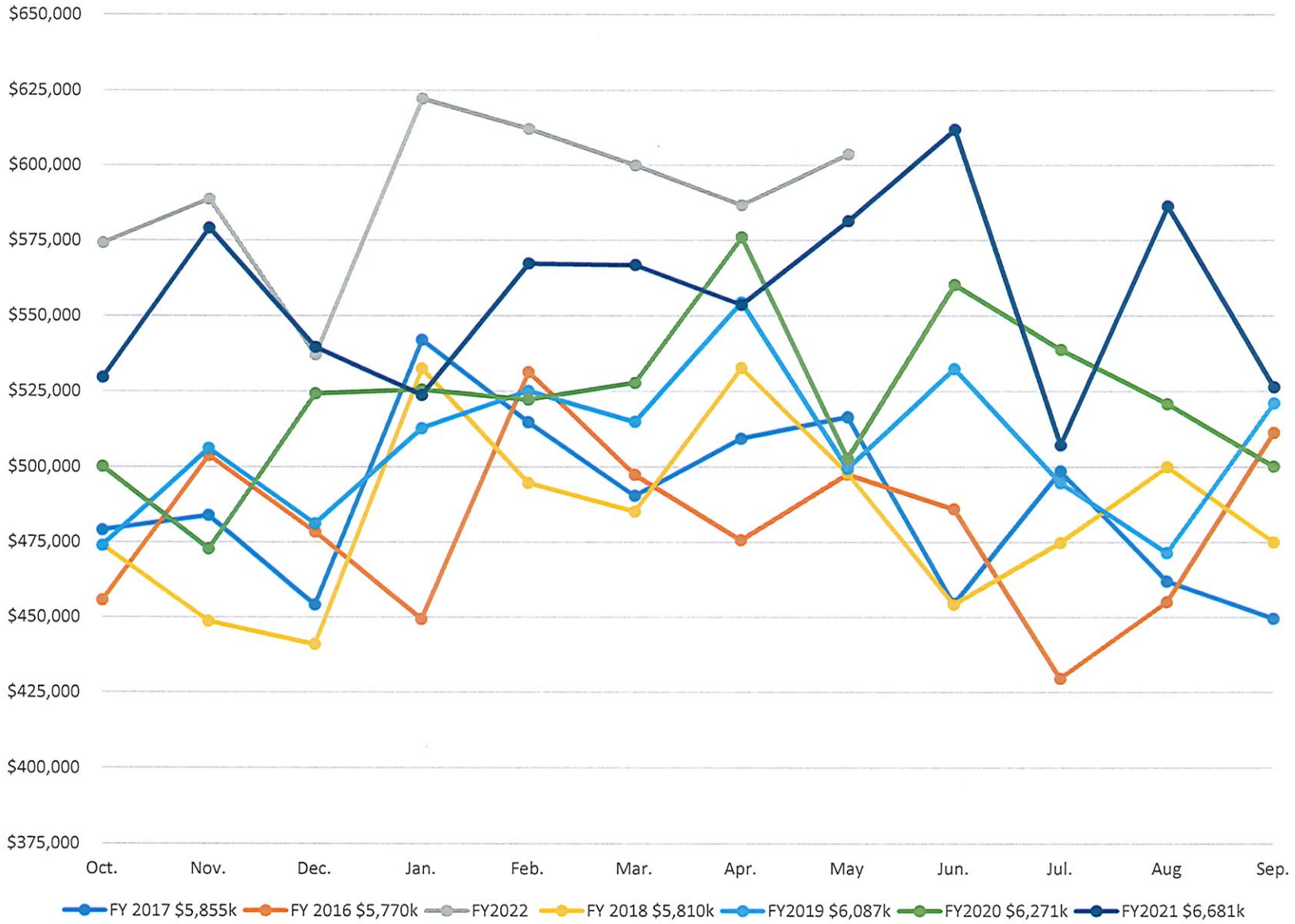
Current FY-22 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budget	4 Yr Weighted Average %
Period	YTD	\$ 6,353,369	Water Revenue	\$6,683,443	
Oct.	\$ 574,183	574,183	\$ 70,168	8.59%	7.97%
Nov.	\$ 588,819	1,163,002	\$ 69,267	17.40%	15.85%
Dec.	\$ 537,151	1,700,153	\$ 23,738	25.44%	23.85%
Jan.	\$ 622,267	2,322,420	\$ 99,324	34.75%	32.49%
Feb.	\$ 612,161	2,934,581	\$ 74,069	43.91%	40.99%
Mar.	\$ 600,017	3,534,598	\$ 63,445	52.89%	49.40%
Apr.	\$ 586,768	4,121,366	\$ 28,323	61.67%	58.50%
May	\$ 603,689	4,725,055	\$ 70,592	70.70%	66.77%
SEWER UTILITY REVENUE:			Weighted Average of		
			\$ 3,918,848	\$4,141,713	
Oct.	\$ 345,403	345,403	\$ 27,060	8.34%	8.17%
Nov.	\$ 358,045	703,448	\$ 30,170	16.98%	16.15%
Dec.	\$ 334,864	1,038,312	\$ 9,856	25.07%	24.43%
Jan.	\$ 388,267	1,426,579	\$ 66,339	34.44%	33.12%
Feb.	\$ 391,433	1,818,012	\$ 49,403	43.90%	41.82%
Mar.	\$ 383,868	2,201,880	\$ 54,916	53.16%	50.30%
Apr.	\$ 352,765	2,554,645	\$ 6,352	61.68%	59.36%
May	\$ 346,444	2,901,089	\$ 30,054	70.05%	67.28%

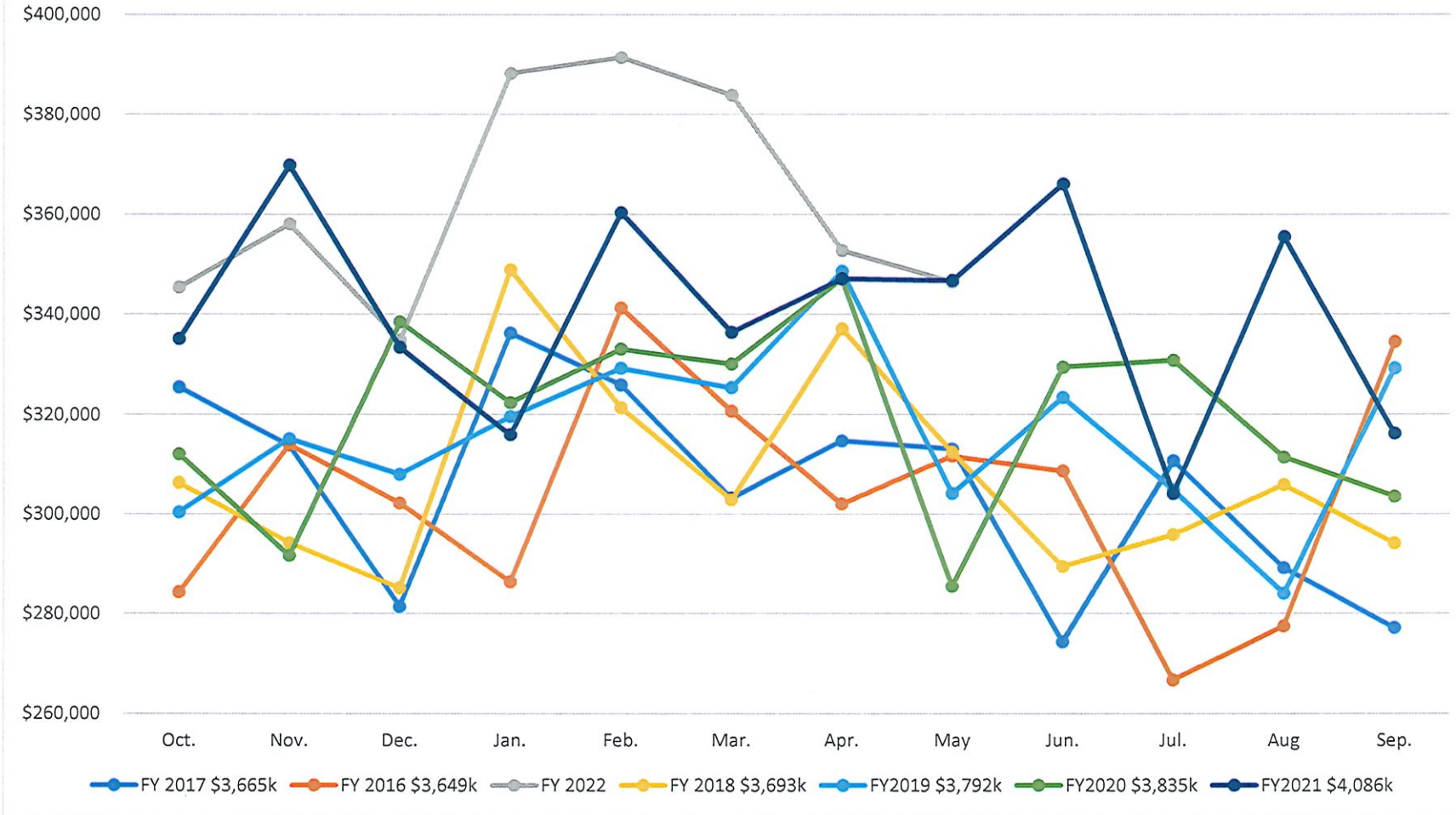
WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



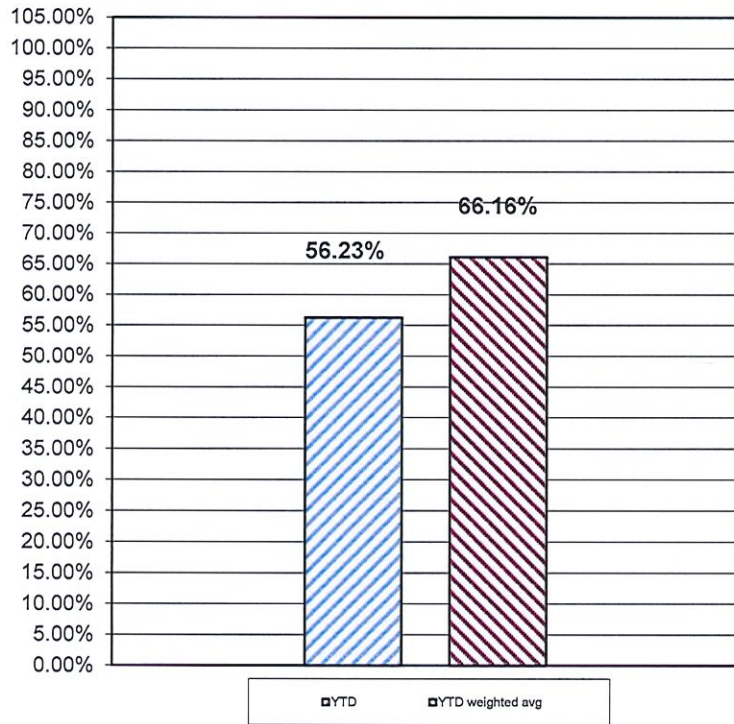
Actual Wastewater Revenue Comparison



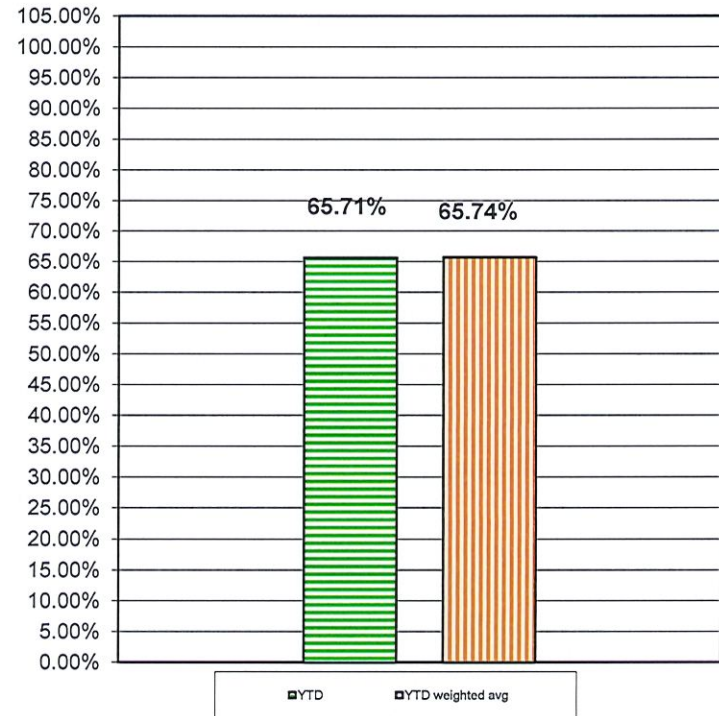
**Current FY-22 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
			From 4 Year Weighted Avg of	Operating Exp.	Average
Period	YTD	\$	\$		
		\$ 6,484,908	\$ 7,982,583		
Oct.	\$ 304,448	\$ 304,448	\$ (137,422)	3.81%	6.78%
Nov.	\$ 552,341	\$ 856,789	\$ 85,300	10.73%	14.34%
Dec.	\$ 721,652	\$ 1,578,441	\$ 108,757	19.77%	22.82%
Jan.	\$ 486,028	\$ 2,064,469	\$ (85,873)	25.86%	31.94%
Feb.	\$ 579,240	\$ 2,643,709	\$ 70,467	33.12%	40.05%
Mar.	\$ 639,420	\$ 3,283,129	\$ 65,798	41.13%	50.00%
Apr.	\$ 530,384	\$ 3,813,513	\$ 20,634	47.77%	57.12%
May	\$ 675,176	\$ 4,488,689	\$ 159,053	56.23%	66.16%
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	
			From 4 Year Weighted Avg of	Non-Oper. Exp.	
		\$ 3,151,769	\$ 3,069,454		
Oct.	\$ 251,996	\$ 251,996	\$ (4,911)	8.21%	8.20%
Nov.	\$ 251,996	\$ 503,992	\$ (2,594)	16.42%	16.40%
Dec.	\$ 251,996	\$ 755,988	\$ (3,793)	24.63%	24.70%
Jan.	\$ 251,997	\$ 1,007,985	\$ (3,770)	32.84%	32.99%
Feb.	\$ 251,996	\$ 1,259,981	\$ (4,080)	41.05%	41.20%
Mar.	\$ 251,996	\$ 1,511,977	\$ (5,018)	49.26%	49.42%
Apr.	\$ 252,430	\$ 1,764,407	\$ (1,094)	57.48%	57.60%
May	\$ 252,431	\$ 2,016,838	\$ (489)	65.71%	65.74%

**OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
MAY 2022 FY-22**



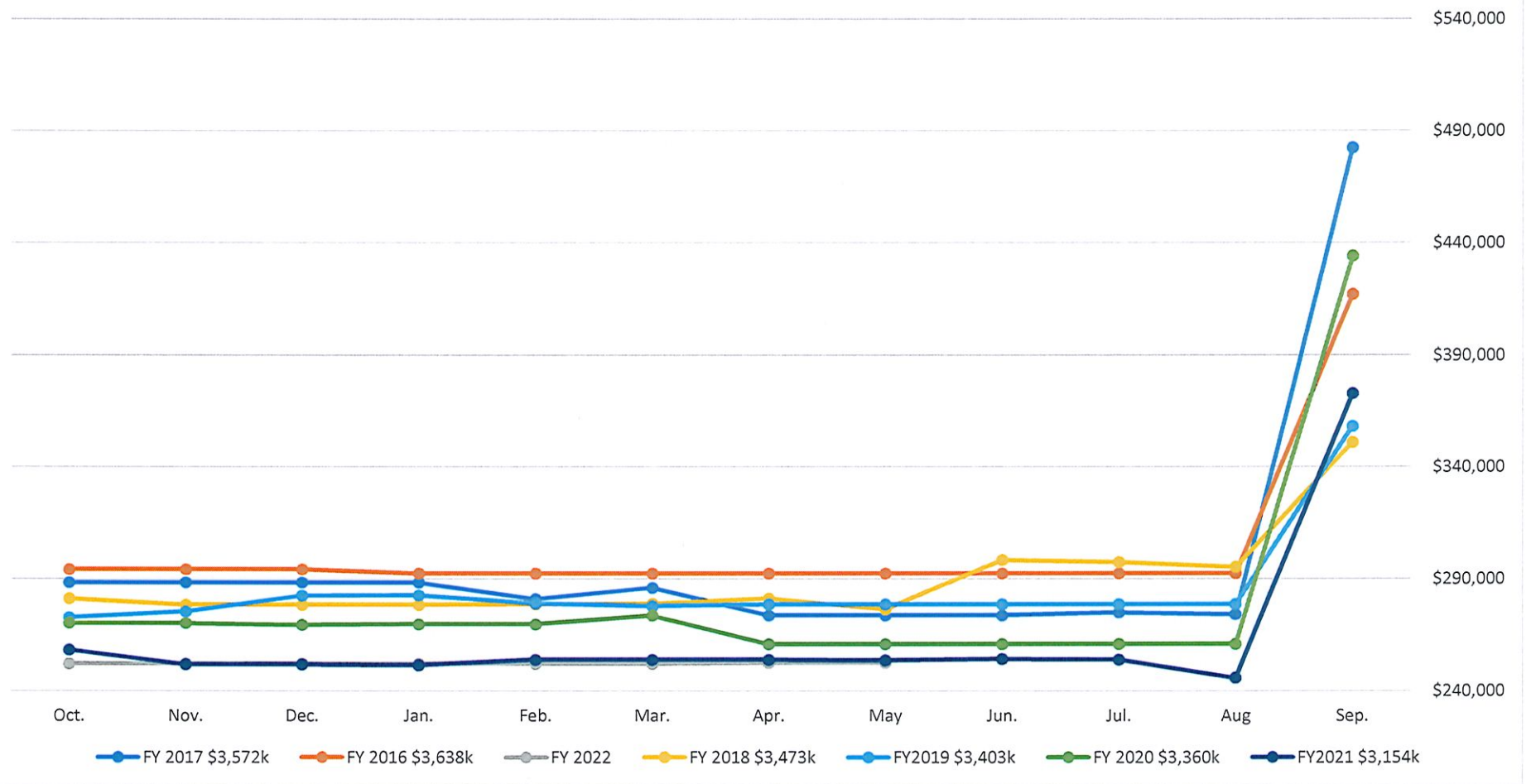
**NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
MAY 2022 FY-22**



Actual Operating Expense Comparison



Actual Non Operating Expenditure Comparison



	A	X	Z	AA	AC
88					
89	Okeechobee Utility Authority	Audit		OUA prepared	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, 2020		Sept 30, 2021	MAY 31, 2022
95		12 Months		12 Months	8 Months
96					
97	Cash Flows from Operations				
98	Operating Income	1,053,235		2,594,121	1,653,725
99	Depreciation & Amortization	2,746,474		2,630,852	1,778,935
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(416,787)		(447,864)	1,086,577
101	Increase (decrease) in cash from changes in accounts payable	(394,791)		15,521	(507,733)
102	Increase (decrease) in cash from changes in other assets	372,929		(1,438,669)	(133,231)
103	Increase (decrease) in cash from changes in other liabilities	(388,909)		1,091,556	23,983
104	Cash provided (used) by operations	2,972,151		4,445,517	3,902,256
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	84,401		85,215	63,004
108	Capital connection fees	97,282		230,218	100,995
109	Interest revenue	157,694		47,914	12,139
110	Debt issuance costs	(55,500)		0	0
111	Interest expense	(613,093)		(523,113)	(237,903)
112	Cash provided (used) by nonoperating activities	(329,216)		(159,766)	(61,765)
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	(342,552)		(477,118)	(92,489)
116	Construction in progress	(4,913,908)		(2,488,124)	(1,597,285)
117	Acquisition of land, easements and related costs	(252,195)		(34,500)	(45,704)
118	Sale of land and or equipment	8,610		29,501	0
119	Gain (Loss) on sale of land and equipment	2,310		37,022	4,065
120	Bond principal payments	(1,287,391)		(2,028,142)	(1,032,166)
121	Grant revenue & FEMA reimbursement	1,154,965		1,497,834	-
122	Capital contributions from developers	224,430		78,020	32,358
123	Cash provided (used) by capital / financing activities	(5,405,731)		(3,385,507)	(2,731,221)
124					
125	Net increase (decrease) in cash and investments	(2,762,796)		900,244	1,109,270
126	This unaudited cash flow statement is subject to adjustments.				
127	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
May 31, 2022

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	2,524,588.14
Unrestricted assets:			
Investments			0.00
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			7,684,724.92
Investments			1,000,000.00
Interest receivable			3,209.92
Receivables:			
Accounts receivable			1,430,083.79
less allowance for uncollectible accounts			-178,812.97
Inventories			586,853.62
Prepaid Expenses			182,959.53
Total current assets			<u><u>13,233,606.95</u></u>

NONCURRENT ASSETS

Capital assets:

Land			2,823,526.69
Utility plants, buildings and equipment			<u>106,564,177.29</u>
			109,387,703.98
Less accumulated depreciation			<u>-50,662,269.58</u>
			58,725,434.40
Construction in progress			<u>4,404,677.22</u>
Total capital assets			<u><u>63,130,111.62</u></u>

Other Assets:

Net Pension Asset			1,904,107.00
-------------------	--	--	--------------

Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			138,282.00
Deferred loss on bond refunding, net			<u>553,788.00</u>
Total Deferred charges:			692,070.00

Total noncurrent assets			<u>65,726,288.62</u>
-------------------------	--	--	----------------------

TOTAL ASSETS		\$	<u><u>78,959,895.57</u></u>
---------------------	--	-----------	-----------------------------

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	37,210.55
Accrued expenses		15,946.47
Due to other governments		22,186.06
Bonds payable (current)		1,040,929.69
Accrued compensated absences (current)		272,587.26
Payable from restricted assets		
Accrued interest		58,442.16
Customer Deposits		698,181.99
Total current liabilities		<u>2,145,484.18</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net		16,922,603.84
Accrued OPEB payable		45,523.00
Net Pension Liability		0.00
Deferred Pension Inflow from Actuarial Calculation		1,641,218.00
Unearned revenues:		
Developer agreements		424,402.36
Total noncurrent liabilities		<u>19,033,747.20</u>

TOTAL LIABILITIES

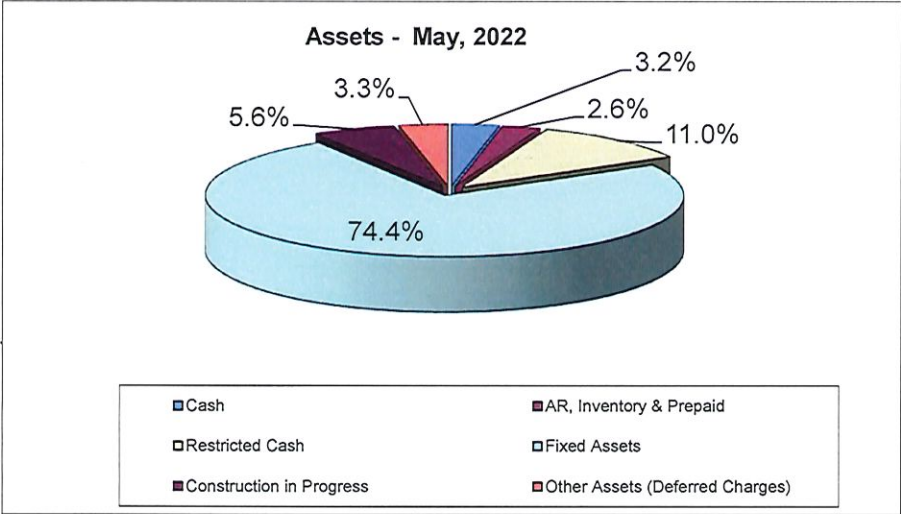
21,179,231.38

NET POSITION

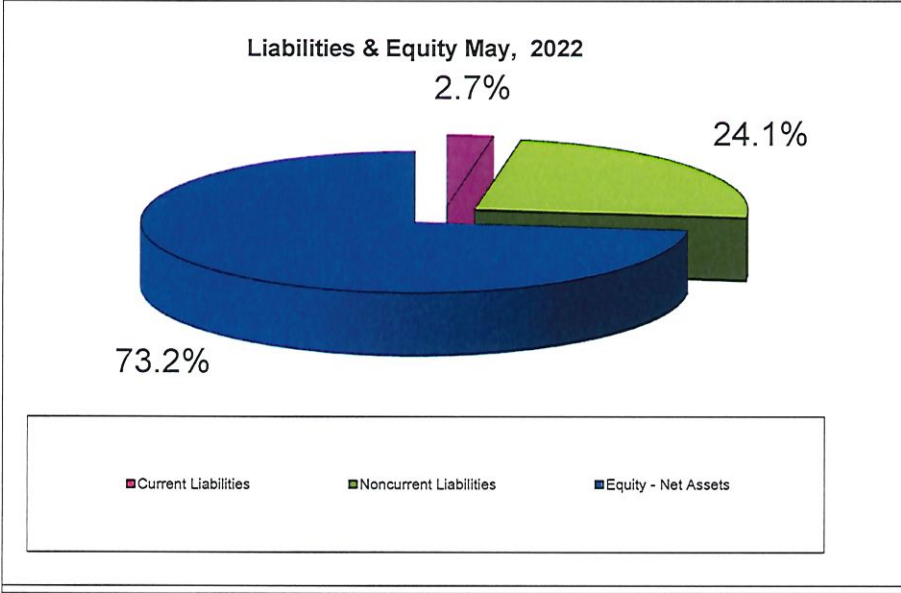
Invested in capital assets, net of related debt		44,731,657.00
Restricted for capital projects		2,361,411.00
Restricted for debt service		481,018.00
Restricted for Rate Stabilization		1,339,359.00
Restricted for Pension Benefits		1,904,107.00
Unrestricted		5,334,728.88
YTD Surplus of Revenue over Expenses		1,628,383.31
Total net position		<u>57,780,664.19</u>

TOTAL LIABILITIES AND NET POSITION

\$ 78,959,895.57



Cash	2,524,588	3.2%
AR, Inventory & Prepaid	2,021,084	2.6%
Restricted Cash	8,687,935	11.0%
Fixed Assets	58,725,434	74.4%
Construction in Progress	4,404,677	5.6%
Other Assets (Deferred Charges)	2,596,177	3.3%
Total Assets	78,959,896	



Current Liabilities	2,145,484	2.7%
Noncurrent Liabilities	19,033,747	24.1%
Equity - Net Assets	57,780,664	73.2%
Total Liab & Equity	78,959,896	

Okeechobee Utility Authority
 Detail of May 31, 2022 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	\$ 20,963	\$ 4,417	\$ 16,546
Private Fire Protection	\$ 57,480	54,126	3,354
Turn on/off Fees	\$ 40,546	42,367	(1,821)
Other Revenue-Water A	\$ 9,936	11,137	(1,201)
Install Fees-Sewer	\$ 4,824	4,240	584
Kings Bay Sewer Maint. Fees	\$ 13,008	7,227	5,782
Other Revenue-Sewer B	\$ 1,530	1,631	(101)
Penalties & Late Charges	\$ 82,593	85,909	(3,316)
Gain/Loss Sale of Assets C	4,065	0	4,065
Ag Land Lease	\$ 3,515	0	3,515
Merchant & Misc. Revenue D	\$ 60,811	28,216	32,595
Totals	<u>\$ 299,270</u>	<u>\$ 239,269</u>	<u>\$ 60,001</u>

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

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

- C Gain/Loss on Sale of Assets

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

JUNE 16, 2022

CONSENT AGENDA

**INVOICES FROM SUMNER ENGINEERING & CONSULTING, INC. – SW 5TH AVENUE
LPSS DESIGN & PERMITTING**

Please find attached the invoice in the amount of \$25,805.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$198,500.00
Apr-22	1	Apr-22		\$27,790.00	\$170,710.00
May-22	2	May-22		\$33,745.00	\$136,965.00
Jun-22	3		\$25,805.00		\$111,160.00

Staff recommends approval of this invoice in the amount of \$25,805.00 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

June 7, 2022

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

Invoice No. 1471
SW 5th Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)
OUA Purchase Order No. 11129

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	44%	\$87,340.00	\$61,535.00	\$25,805.00
				TOTAL:	\$25,805.00

Total Purchase Order Amount: \$198,500.00
Total Billed to Date: \$ 87,340.00
Total Billed this Invoice: \$ 25,805.00

For services rendered May 1 – June 4, 2022.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

JUNE 16, 2022

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$94,920.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$686,079.00
Apr-22	1	Apr-22		\$29,835.00	\$656,244.00
May-22	2	May-22		\$3,817.50	\$652,426.50
Jun-22	3		\$94,920.00		\$557,506.50

Staff recommends approval of this invoice in the amount of \$94,920.00 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

June 7, 2022

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

Invoice No. 1472

Okee-Tantie Utility System Improvements (SEC Proj. No. 21-11)

OUA Purchase Order No. 11130

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A1 – Preliminary Modeling and Technical Memo	\$36,100.00	38%	\$13,718.00	\$3,971.00	\$9,747.00
A2 – Route Survey and Preliminary (10%) Design	\$129,050.00	89%	\$114,854.50	\$29,681.50	\$85,173.00
A3 – Pre-Application Meetings and Summary Memo	\$5,850.00	0%	\$0.00	\$0.00	\$0.00
B1 – Design and Permitting	\$319,944.00	0%	\$0.00	\$0.00	\$0.00
B2 – Bidding Services	\$13,765.00	0%	\$0.00	\$0.00	\$0.00
C1 – Construction Administration	\$181,370.00	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$94,920.00

Total Purchase Order Amount: \$686,079.00

Total Billed to Date: \$128,572.50

Total Billed this Invoice: \$ 94,920.00

For services rendered May 1 – June 4, 2022.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

JUNE 16, 2022

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$20,965.08 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$724,136.00
Apr-20	1	Apr-20		\$48,503.60	\$675,632.40
May-20	2	May-20		\$38,802.88	\$636,829.52
Jun-20	3	Jun-20		\$33,952.52	\$602,877.00
Aug-20	4	Aug-20		\$87,306.48	\$515,570.52
Sep-20	5	Sep-20		\$43,653.24	\$471,917.28
Nov-20	6	Nov-20		\$77,605.76	\$394,311.52
Jan-21	7	Jan-21		\$38,802.88	\$355,508.64
Feb-21	8	Feb-21		\$38,802.88	\$316,705.76
Apr-21	9	Apr-21		\$43,653.24	\$273,052.52
Jul-21	9	Jul-21		\$19,401.44	\$253,651.08
Oct-21	10	Oct-21		\$7,275.54	\$246,375.54
Dec-21	11	Dec-21		\$10,592.40	\$235,783.14
Jan-22	12	Jan-22		\$13,491.60	\$222,291.54
Mar-22	13	Mar-22		\$27,996.69	\$194,294.85
Mar-22	Change Order		\$36,220.00		\$230,514.85
Apr-22	14	Apr-22		\$18,959.03	\$211,555.82
May-22	15	May-22		\$14,778.68	\$196,777.14
Jun-22	16		\$20,965.08		\$175,812.06

Staff recommends approval of this invoice in the amount of \$20,965.08 to Sumner Engineering & Consulting, Inc.

The Southwest Service Area (SWSA) septic to sewer project has three separate segments or phases which can be described as follows:

Project 1 (Parts B & C)

- Master Pump Station (MPS) – to be constructed on the parcel purchased from the School Board. This pump station is designed to accept wastewater flows from the SWSA collection area, SE2 Interconnect Forcemain, Okee-Tantie Area forcemain and wastewater flow from the undeveloped areas in the immediate vicinity of the MPS.
- Master Forcemain System (MFS) – this new proposed piping system connects the SWSA MPS to an existing OUA pump station, which in turn pumps to the regional OUA owned treatment facility located on Cemetery Road.



Invoice

BILL TO

June 7, 2022

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

Invoice No. 1470

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

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

OUA Purchase Order No. 10264

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$505,036	97%	\$489,884.92	\$489,884.92	\$0.00
• <i>Original Authorization</i>	<i>\$485,036</i>				
• <i>Change Order</i>	<i>\$20,000</i>				
B2 – Bidding Services	\$43,380	76%	\$32,968.80	\$32,968.80	\$0.00
• <i>Original Authorization</i>	<i>\$27,160</i>				
• <i>Change Order</i>	<i>\$16,220</i>				
C – Construction Services	\$211,940	T&M	\$61,690.22	\$40,725.14	\$20,965.08
				TOTAL:	\$20,965.08

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$584,543.94

Total Billed this Invoice: \$ 20,965.08

For services rendered through May1 – June 4, 2022.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

JUNE 16, 2022

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$47,623.20 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,141,783.00
Jun-21	1	Jun-21		\$19,783.98	\$1,121,999.02
Jul-21	2	Jul-21		\$28,576.86	\$1,093,422.16
Aug-21	3	Aug-21		\$17,585.76	\$1,075,836.40
Sep-21	4	Sep-21		\$61,550.16	\$1,014,286.24
Oct-21	5	Oct-21		\$68,144.82	\$946,141.42
Dec-21	6	Dec-21		\$15,387.54	\$930,753.88
Jan-22	7	Jan-22		\$84,990.00	\$845,763.88
Feb-22	8	Feb-22		\$57,147.84	\$788,616.04
Mar-22	9	Mar-22		\$33,336.24	\$755,279.80
Apr-22	10	Apr-22		\$42,860.88	\$712,418.92
May-22	11	May-22		\$85,721.76	\$626,697.16
Jun-22	12		\$47,623.20		\$579,073.96

Staff recommends approval of this invoice in the amount of \$47,623.00 to Sumner Engineering & Consulting, Inc.

The Southwest Service Area (SWSA) septic to sewer project has three separate segments or phases which can be described as follows:

Project 2 Collection System

- Oak Lake Estates (Part D)
- Collection system for the Oak Lake Estates area only
- SWSA (Part E)
- The collection piping and two vacuum pump stations for all of the remaining service area



Invoice

BILL TO

June 7, 2022

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

Invoice No. 1469

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

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

OUA Purchase Order No. 10829

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Preliminary Design and Permitting	\$219,822	100%	\$219,822.00	\$219,822.00	\$0.00
E2 – Final Design and Permitting	\$476,232	72%	\$342,887.04	\$295,263.84	\$47,623.20
E3 – Bidding and Negotiation Phase	\$34,778	0%	\$0.00	\$0.00	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	0%	\$0.00	\$0.00	\$0.00
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$242,667	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$47,623.20

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

Total Billed to Date: \$ 562,709.04

Total Billed this Invoice: \$ 47,623.20

For services rendered May 1 – June 4, 2022.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

JUNE 16, 2022

CONSENT AGENDA

INVOICES FROM GO UNDERGROUND UTILITIES, LLC – SWSA MASTER FORCE MAIN

Please find attached invoice in the amount of \$271,225.00 submitted by Go Underground Utilities, LLC. Staff is aware of the work currently being done by Felix Associates Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,241,740.00
Jun-22	1		\$271,225.00		\$970,515.00

Staff recommends approval of this invoice in the amount of \$271,225.00 to Go Underground Utilities, LLC.



June 2, 2022

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

**RE: SWSA Master Force Main Project
Go Underground Utilities, LLC – Pay Application No. 1**

Mr. Hayford:

Please find attached Pay Application No. 1 for the above-referenced project, recommended for payment in the amount of \$271,225.00, which covers work confirmed to have been completed for the period from Notice to Proceed to May 31, 2022, less the required 5% retainage.

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 No. 1


Application Period: 5/23/2022 - 5/31/2022	Application Date: 5/31/2022
To (Owner): Okeechobee Utility Authority	From (Contractor): GO Underground Utilities, LLC
Project: SWSA Master Force Main	Via (Engineer): Sumner Engineering
Contract: SWSA Master Force Main	
Owner's Contract No.: 19-04	Contractor's Project No.: Engineer's Project No.: 19-04

**Application For Payment
Change Order Summary**

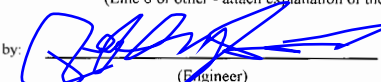
Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,241,740.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,241,740.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$285,500.00
5. RETAINAGE:		
a. X 5% Work Completed.....	\$	\$14,275.00
b. X 5% Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$14,275.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$271,225.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$271,225.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$970,515.00

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

Contractor Signature
By:  Date: 5/31/2022

Payment of: \$ 271,225.00
(Line 8 or other - attach explanation of the other amount)

is recommended by:  06/02/22
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): SWSA Master Force Main				Application Number: 1				
Application Period: 5/23/2022 - 5/31/2022				Application Date: 5/31/2022				
A		B	Work Completed		E	F		G
			C	D		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
1	Mobilization	\$120,000.00		\$48,000.00		\$48,000.00	40.0%	\$72,000.00
2	Indemnification	\$10,000.00		\$10,000.00		\$10,000.00	100.0%	\$0.00
3	Maintenance of Traffic	\$12,000.00						\$12,000.00
4	Existing Utility Location/Identification	\$5,000.00						\$5,000.00
5	Environmental/NPDES Compliance	\$3,000.00						\$3,000.00
8	Record Drawings	\$25,000.00						\$25,000.00
9	Safety Compliance	\$10,000.00						\$10,000.00
10	Owners Allowance	\$50,000.00						\$50,000.00
Totals		\$235,000.00		\$58,000.00		\$58,000.00		\$177,000.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): SWSA Master Force Main						Application Number: 1					
Application Period: 5/23/2022 - 5/31/2022						Application Date: 5/31/2022					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
6a	12" HDPE and MJ Fittings (install, owner supplied)	23,660	LF	\$35.00	\$828,100.00	6500	\$227,500.00		\$227,500.00	27.5%	\$600,600.00
6b	4" Gate Valve, MJ, DI (install, owner supplied)	1	EA	\$600.00	\$600.00						\$600.00
6c	6" Gate Valve, MJ, DI (install, owner supplied)	1	EA	\$700.00	\$700.00						\$700.00
6d	12" Gate Valve, MJ, DJ (install owner supplied)	29	EA	\$800.00	\$23,200.00						\$23,200.00
6e	2" ARV (install owner supplied)	7	EA	\$2,000.00	\$14,000.00						\$14,000.00
7	Javk and Bore (Furnish and install)	220	LF	\$637.00	\$140,140.00						\$140,140.00
Totals					\$1,006,740.00		\$227,500.00		\$227,500.00	22.6%	\$779,240.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

JUNE 16, 2022

CONSENT AGENDA

INVOICES FROM ECKLER ENGINEERING, INC. – PINE RIDGE PARK UTILITY IMPROVMENT

Please find attached invoice in the amount of \$3,001.81 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$145,600.00
May-20	1	May-20		\$2,912.00	\$142,688.00
Jun-20	2	Jun-20		\$11,648.00	\$131,040.00
Jul-20	3	Jul-20		\$32,032.00	\$99,008.00
Aug-20	4	Aug-20		\$14,560.00	\$84,448.00
Aug-20	Change Order #1		\$21,000.00		\$105,448.00
Sep-20	5	Sep-20		\$22,148.00	\$83,300.00
Oct-20	6	Oct-20		\$24,990.00	\$58,310.00
Nov-20	7	Nov-20		\$19,992.00	\$38,318.00
Dec-20	8	Dec-20		\$4,998.00	\$33,320.00
Dec-20	Change Order #2		\$22,000.00		\$55,320.00
Jan-21	9	Jan-21		\$8,170.00	\$47,150.00
Feb-21	10	Feb-21		\$18,860.00	\$28,290.00
Mar-21	11	Mar-21		\$9,430.00	\$18,860.00
Apr-21	12	Apr-21		\$3,772.00	\$15,088.00
May-21	13			\$1,886.00	\$13,202.00
	Change Order #3		\$111,581.00		\$124,783.00
Jun-21	14	Jun-21		\$7,712.41	\$117,070.59
Jul-21	15	Jul-21		\$12,007.24	\$105,063.35
Aug-21	16	Aug-21		\$9,005.43	\$96,057.92
Sep-21	17	Sep-21		\$30,018.10	\$66,039.82
Oct-21	18	Oct-21		\$15,009.05	\$51,030.77
Nov-21	19	Nov-21		\$9,005.43	\$42,025.34
Dec-21	20	Dec-21		\$9,005.43	\$33,019.91
Jan-22	21	Feb-22		\$3,001.81	\$30,018.10
Feb-22	22	Feb-22		\$6,003.62	\$24,014.48
Mar-22	23	22-Mar		\$12,007.24	\$12,007.24
Apr-22	24	Apr-22		\$6,003.62	\$6,003.62
May-22	25	May-22		\$3,001.81	\$3,001.81
Jun-22	26		\$3,001.81		\$0.00

Staff recommends approval of these invoices in the amount of \$3,001.81 to Eckler Engineering, Inc.

Invoice



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

June 2, 2022
 No: 235-006.01
 Invoice No: 22132

Project: Pine Ridge Park Utility Improvements

Professional engineering services for the design of the Pine Ridge Park Utility Improvements as authorized on May 17, 2021 under P.O. No. 10380 (Change Order No. 3), Engineering Scope Revision No. 1 dated 7/20/2020 and Engineering Scope Revision No. 2 dated 12/3/2020 and Engineering Scope Revision No. 3 dated 5/17/2021.

Professional Services from April 26, 2022 to May 25, 2022

Phase 0001 Design Phase

Fee

Total Fee	300,181.00			
Percent Complete	100.00	Total Earned	300,181.00	
		Previous Fee Billing	297,179.19	
		Current Fee Billing	3,001.81	
		Total Fee		3,001.81
		Total this Phase		\$3,001.81

Billing Limits

	Current	Prior	To-Date	
Total Billings	3,001.81	297,179.19	300,181.00	
Limit			300,181.00	
		Total this Invoice		\$3,001.81

Fee (Design Phase) History Summary:

2020-04-14	Original PO #10380 =	\$145,600.00
2020-09-22	Change Order #1 =	\$ 21,000.00
2020-12-22	Change Order #2 =	\$ 22,000.00
2021-05-17	Change Order #3 =	\$111,581.00
	Fee Total	\$300,181.00

**PROJECT INVOICE SCHEDULE
PINE RIDGE PARK UTILITY IMPROVEMENTS**

Okeechobee Utility Authority
EEI Project Number: 235-006.01
INVOICE NUMBER :
INVOICE DATE :

22132
6/2/2022

	FY 2021 PO #	PROJECT COMPONENT	DESIGN PHASE	% COMPLETE	TOTAL THIS INVOICE	TOTAL PREVIOUS INVOICES	TOTAL TO DATE	BALANCE REMAINING
1	10380	Original Contract	\$ 145,600.00	99%	\$ 3,001.81	\$ 142,598.19	\$ 145,600.00	\$ -
2	10380	CO #1 - 11th Lane and Palm Mobile Home	\$ 21,000.00	100%	\$ -	\$ 21,000.00	\$ 21,000.00	\$ -
3	10380	CO #2 - Water System Components	\$ 22,000.00	100%	\$ -	\$ 22,000.00	\$ 22,000.00	\$ -
4	10380	CO #3 - Vacuum Sewer Design	<u>\$ 111,581.00</u>	100%	<u>\$ -</u>	<u>\$ 111,581.00</u>	<u>\$ 111,581.00</u>	<u>\$ -</u>
TOTALS			\$ 300,181.00	100%	\$ 3,001.81	\$ 297,179.19	\$ 300,181.00	\$ -

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

JUNE 16, 2022

CONSENT AGENDA

**INVOICES FROM ECKLER ENGINEERING, INC. – PINE RIDGE PARK UTILITY
IMPROVEMENT (CONSTRUCTION PHASE)**

Please find attached invoice in the amount of \$1,406.50 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$103,900.00
Jun-22	1		\$1,406.50		\$102,493.50

Staff recommends approval of this invoice in the amount of \$1,406.50 to Eckler Engineering, Inc.

Invoice



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

June 2, 2022
 No: 235-006.03
 Invoice No: 22133

Project: Pine Ridge Park Utility System Improvements - SDC

Professional services during construction for the Pine Ridge Park Utility improvement project as authorized on April 14, 2020 under Purchase Order No. 10380.

Professional Services from April 26, 2022 to May 25, 2022

Professional Personnel

		Hours	Rate	Amount	
Administration					
Hammann, Jenifer	5/23/2022	.50	77.00	38.50	
Project Setup					
Engineer 5					
Dickinson, Chase	5/19/2022	8.00	144.00	1,152.00	
OUA Board Meeting, site visit, prepare Notice of Award, correspondence with Hinterland and FloVac					
Dickinson, Chase	5/20/2022	.50	144.00	72.00	
Prepare and submit Notice of Award					
Dickinson, Chase	5/23/2022	.50	144.00	72.00	
Check generator slab design					
Dickinson, Chase	5/24/2022	.50	144.00	72.00	
Project setup, correspondence with Hinterland					
Totals		10.00		1,406.50	
Total Labor					1,406.50
Billing Limits					
Total Billings		1,406.50	0.00	1,406.50	
Limit				103,900.00	
Remaining				102,493.50	
			Total this Invoice		\$1,406.50

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

JUNE 16, 2022

CONSENT AGENDA

INVOICE FROM STEVEN L. DOBBS ENGINEERING, LLC – ENGINEERING SERVICES

Please see attached invoice from Steven L. Dobbs Engineering, LLC for engineering services related to the Pine Ridge Park WWTP Demolition.

Staff recommends approval of the invoices from Steven L. Dobs Engineering, LLC in the amount of \$4,750.00.

Steven L. Dobbs Engineering, LLC
 1062 Jakes Way
 Okeechobee, FL 34974 US
 863-824-7644
 sdobbs@stevedobbsengineering.com

Invoice



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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
987	05/25/2022	\$4,750.00	06/01/2022	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Construction Bidding ENGINEER shall create bid documents. 1. Prepare permits, a bid document plans and specifications including quantities for a list of contractors approved by the owner. 2. Answer RAIs from the contractors. 3. Review and approve revision request/alternate request. 4. Prepare bid tabulation, review bids/bidders and recommendation of award.	0.50	2,000.00	1,000.00
Construction Management Services ENGINEER shall schedule and attend the pre-construction meeting with Client's Contractor and appropriate regulatory agencies. ENGINEER shall monitor the contractor's work at regular intervals to inspect the contractor's work and compare the work to the intent of the contract documents. ENGINEER shall review and approve for payment the contractor's invoices as they are submitted to the Client. ENGINEER shall perform a final inspection of the work and prepare a final punch list together with the client and retainer will not be released until the ENGINEER and Client are satisfied with the work performed by the contractor. Upon satisfactory completion of the work, and when requested by Client, ENGINEER shall submit a final certification to all regulatory agencies the project has received permits from. This is subject to ENGINEER's receipt of record drawings, which are to be prepared, signed and sealed by a Florida registered land surveyor, and certified testing results indicating substantial compliance with the project design.	0.75	5,000.00	3,750.00
Additional Services Unless otherwise identified below, ENGINEER would be pleased to provide any additional services requested by CLIENT in accordance with the enclosed Fee Schedule. Additional services will not be performed unless CLIENT specifically requests them, and an addendum to this agreement is executed.	0	0.00	0.00

BALANCE DUE

\$4,750.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

JUNE 16, 2022

CONSENT AGENDA

INVOICE FROM MACVICAR CONSULTING, INC.

Please see attached the MacVicar Consulting Inc. invoice.

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



MACVICAR CONSULTING, INC.
4524 Gun Club Road Suite 201

Invoice

Okeechobee Utility Authority
Attn:John Hayford, Exec Director
100 SW 5th Avenue
Okeechobee, FL 34974
PO No:0000010989

DATE	INVOICE #
5/31/2022	202206013

PROJECT
540.01-LOSOM Support

DESCRIPTION	AMOUNT
Support for the month of May 2022	250.00
Total	\$250.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

JUNE 16, 2022

CONSENT AGENDA

INVOICE FROM THORN RUN PARTNERS

Please see attached the Thorn Run Partners monthly invoices for May.

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

THORN RUN PARTNERS



INVOICE

Date 6/1/2022
Invoice No. 1345

Bill To

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

PO NUMBER	10938
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	June 2022

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

Remittance Information
For billing inquiries please email trpadmin@thornrun.com
Remittance Information
Please make all checks payable to: Thorn Run Partners, LLC: 100 M Street SE, Suite 750 Washington, DC 20003 Please reference the invoice number when making payment
Payment Options
We accept wire and ACH for more information please email: trpadmin@thornrun.com or clamond@thornrun.com or call 202-688-0222
TAX ID
FEIN: 27-1541515

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

JUNE 16, 2022

PRELIMINARY FY23 BUDGET

Preliminary Budget FY23 which was circulated at the last Board meeting on May 19, 2022 was established on the following assumptions:

Revenues

1. A 2% increase in the billing rate on water and wastewater operation effective October 1, 2022, as per Rate Consultant recommendation, was applied to FY23 budget. The table below shows corresponding increase in revenue should the Board decide to apply deferring rate adjustments as follows.

	1%	2%	3%	4%	5%
	\$	\$	\$	\$	\$
Rate adjustment Impact on Revenue	113,394	226,788	340,181	453,575	566,969

2. Following the application of a 2% rate increase, total anticipated revenue for FY23 is projected to be \$11,764,672 which is 5.2% above previous year budget and 4.1% increase above FY21 reported figures.

	Act FY21	Bud. FY22	Bud. FY23	Bud.FY23/. Bud FY22	Bud. FY23/ Act FY21
Revenue	\$11,304,170	\$11,184,060	\$11,764,672	5.2%	4.1%

3. The budgeted infill growth rate was assumed at 25 water and 12 sewer connections utilizing a 75% discount on capital connection and installation charges. The discount is scheduled to sunset 9/30/22.

The table below provides an analysis of the expected revenue for varying rate of discount.

	75% discount	50% discount	25% discount	No discount
Water (\$)	16,950	33,900	50,850	67,800
Wastewater (\$)	15,984	31,968	47,952	63,936
Total (\$)	32,934	65,868	98,802	131,736

O&M Expense

Expenses included in the budget were based on the following assumptions, after careful review of the economy and discussions with key market managers.

- A. While labor cost accounts for 48% of total O & M expenses, the following assumptions were included to ensure adequate coverage of inflation.
 1. \$1 increase in the rate of basic salary. (moving towards the required \$15.00 hour minimum wage)
 2. 1.5% staff bonus payment.
 3. 0% merit payment to staff.
 4. Health insurance contribution of \$750/month per employee was utilized for FY23 which represents an increase over the \$700/month utilized in previous year budget.
 5. \$0 pension contribution was assigned in the budget as per actuarial recommendation dated April 22, 2022.

- B. Energy cost (electricity and fuel) were adjusted by 15.5% to account for increase inflation.
- C. Chemical expense which includes liquid Ammonium Sulfate and Chlorine were adjusted by 31% as per market conditions for the period October '21 – March '22.

Capital Expenditures

A detail listing of all projects (minor and major) to be undertaken by the Authority in FY23 is provided on schedule D2.

Debt Coverage

According to Resolution 15-01 (dated 05.12.2015), the Authority is mandated to maintain a debt coverage ratio of 1.2 (1.1 required by Bond Resolution) on senior lien and 1.15 on junior lien.

Following preparation of FY23 budget, the projected debt coverage ratios were met as shown below and detail on schedule A-7 of the budget package.

	Resolution Requirement	Bud. FY23 Value
Senior Lien	1.15	124.4
Junior Lien	1.10	183.9

Conclusion

In order to finalize the budget in September 2022, the staff awaits the Board feedback and recommendations.

As always, OUA staff are available for telephone or official individual Question & Answer discussions concerning the FY23 budget.

Summary of Proposed Annual Rate Alternatives ^[1]

Description	FY22	FY23	FY24	FY25	FY26
Scenario 1 (Proposed)					
Percent Rate Increase	2.0%	2.0%	2.0%	2.0%	2.5%
Increase in Typical Residential Bill – 6kgal	\$2.39	\$2.46	\$2.50	\$2.52	\$3.26
Projected Residential Water and Wastewater Bill – 6kgal ^[2]	\$122.92	\$125.38	\$127.88	\$130.40	\$133.69
Year-ending Operating Account (Above Minimum Levels) – Millions	\$1.3	\$1.0	\$1.0	\$0.9	\$0.9
Scenario 2 (Delay FY22 Rate Increase)					
Percent Rate Increase	0.0%	2.6%	2.6%	2.6%	2.6%
Increase in Typical Residential Bill – 6kgal	\$0.00	\$3.13	\$3.22	\$3.31	\$3.37
Projected Residential Water and Wastewater Bill – 6kgal ^[2]	\$120.53	\$123.66	\$126.88	\$130.19	\$133.56
Year-ending Operating Account (Above Minimum Levels) – Millions	\$1.1	\$0.6	\$0.5	\$0.4	\$0.4
Scenario 3 (Delay FY23 Rate Increase)					
Percent Rate Increase	2.0%	0.0%	2.0%	3.0%	3.5%
Increase in Typical Residential Bill – 6kgal	\$2.39	\$0.00	\$2.46	\$3.81	\$4.50
Projected Residential Water and Wastewater Bill – 6kgal ^[2]	\$122.92	\$122.92	\$125.38	\$129.19	\$133.69
Year-ending Operating Account (Above Minimum Levels) – Millions	\$1.3	\$0.8	\$0.5	\$0.3	\$0.3
Scenario 4 (3 Step Rate Adjustment)					
Percent Rate Increase	3.5%	0.0%	3.5%	0.0%	3.5%
Increase in Typical Residential Bill – 6kgal	\$4.18	\$0.00	\$4.36	\$0.00	\$4.50
Projected Residential Water and Wastewater Bill – 6kgal ^[2]	\$124.71	\$124.71	\$129.07	\$129.07	\$133.57
Year-ending Operating Account (Above Minimum Levels) – Millions	\$1.5	\$1.1	\$1.2	\$0.9	\$0.9

[1] Proposed rate adjustments for all Scenarios are based on: i) achieving a similar “break-even” cash flow result by Fiscal Year 2026; ii) maintaining the minimum cash reserve requirements as established by the Board; and iii) exceeding the minimum debt service coverage requirements on the existing and proposed debts.

[2] The existing residential water and wastewater bill for 6,000 gallons (kgal) of service is approximately \$120.53 per month.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

JUNE 16, 2022

PROPOSED OUA EMPLOYEE HANDBOOK

OUA staff have been working on a revised Employee Handbook. The current handbook is ± 14 years old with several minor modifications along the way since the original publishing date. The attached document has been reviewed multiple times by various OUA staff as well as the OUA HR consultant.

This handbook is presented for review, discussion and consideration for approval.

Okeechobee Utility Authority Employee Handbook



Revised: June 2022

HANDBOOK DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Okeechobee Utility Authority. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Okeechobee Utility Authority adheres to the policy of employment at will, which permits the OUA or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No OUA representative other than the Board of Directors may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate OUA documents. These OUA documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general OUA guidelines. The OUA may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the Board of Directors.

This handbook supersedes all prior handbooks.

Table of Contents

Section 1 - Governing Principles of Employment	6
1-1 Welcome Statement.....	6
1-2 Our Organizational Summary.....	6
1-3 OUA System.....	6
1-4 OUA Management.....	7
1-5 Employee Relations.....	7
1-6 Equal Employment Opportunity.....	7
1-7 OUA Departments	8
1-8 Non-Harassment	9
1-9 Immigration Law Compliance.....	11
1-10 Business Ethics/Conflict Policy	11
1-11 Drug-Free and Alcohol-Free Workplace.....	11
1-12 Workplace Violence	12
1-13 Problem Resolution	13
1-14 Nature of Employment	14
Section 2 - Operational Policies	15
2-1 Employee Categories.....	15
2-2 Classification Plan	15
2-3 Probationary Period.....	16
2-4 Appointments	17
2-5 Your Employment Records	17
2-6 Access to Personnel Files	18
2-7 Inspection	18
2-8 Working Hours and Schedule.....	19
2-9 Timekeeping Procedures	19
2-10 Overtime	20
2-11 Safe Harbor Policy for Exempt Employees	20
2-12 Payment for On Call and Call Out Time	21
2-13 Your Paycheck.....	22
2-14 Payroll Deductions	23
2-15 Compensation	23
2-16 Pay Adjustments	25
2-17 Direct Deposit.....	27
2-18 Salary Advances	27
2-19 Performance Evaluation	28
2-20 Employee Selection Process.....	28
2-21 Pay Plan	29
2-22 Job Postings	29
Section 3 - Benefits	30
3-1 Benefits Overview/Disclaimer	30
3-2. Benefits Continuation (COBRA)	30
3-3 Paid Holidays.....	31

3-4 Annual Leave.....	32
3-5 Sick Leave Benefits.....	33
3-6 Lactation Breaks.....	35
3-7 Workers' Compensation.....	35
3-8 Jury Duty.....	35
3-9 Bereavement Leave.....	36
3-10 Voting Leave.....	36
3-11 Witness Duty.....	36
3-12 Educational Leave.....	37
3-13 Insurance Programs.....	37
3-14 Long-Term Disability Benefits.....	37
3-15 Employee Assistance Program.....	38
3-16 Retirement Plan.....	38
3-17 Employee Recognition.....	38
Section 4 - Leaves of Absence.....	40
4-1 Personal Leave.....	40
4-2 Military Leave.....	40
4-3 Family and Medical Leave.....	41
4-4 Domestic Violence Leave.....	48
Section 5 - General Standards of Conduct.....	49
5-1. Management Rights.....	49
5-2 Progressive Discipline.....	49
5-3 Progressive Discipline Offenses.....	50
5-4 Punctuality and Attendance.....	54
5-5 Use of Communications and Computer Systems.....	54
5-6 Use of Social Media.....	55
5-7 Personal and OUA -Provided Portable Communication Devices.....	56
5-8 Inspections.....	57
5-9 Smoking.....	57
5-10 Personal Visits and Telephone Calls.....	57
5-11 Cell Phone Usage.....	58
5-12 Workplace Monitoring.....	59
5-13 Solicitation and Distribution.....	59
5-14 Bulletin Boards.....	59
5-15 Confidential Company Information.....	60
5-16 Social Security Number Privacy.....	60
5-17 Standards of Conduct.....	61
5-18 Outside Employment.....	61
5-19 Use of Facilities, Equipment and Property, Including Intellectual Property.....	62
5-20 Health and Safety.....	62
5-21 Visitors in the Workplace.....	63
5-22 Emergency Closings.....	64
5-23 Hiring Relatives/Employee Relationships.....	64
5-24 Employee Dress and Personal Appearance.....	64
5-25 Publicity/Statements to the Media.....	65

5-26 Layoff/Recall	65
5-27 Vehicle Usage Policy	66
5-28 Business Expense Reimbursement	67
5-29 References	67
5-30 If You Must Leave Us	68
5-31 Reemployment of Non-Retiree.....	68
5-32 Reemployment after Retirement.....	68
5-33 Exit Interviews.....	68
5-34 A Few Closing Words	69
General Handbook Acknowledgment.....	70
Receipt of Non-Harassment Policy.....	71
Education Agreement for Elective Training.....	74
Education Agreement for Required Training	75
Notice of Disciplinary Action.....	76

Section 1 - Governing Principles of Employment

1-1 Welcome Statement

For those of you who are commencing employment with the Okeechobee Utility Authority ("OUA"), on behalf of Okeechobee Utility Authority, let me extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you, who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at the Okeechobee Utility Authority. We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

1-2 Our Organizational Summary

The Okeechobee Utility Authority is an independent special district created pursuant to an Interlocal Agreement dated November 10, 1994, between Okeechobee County, Florida (the "County"), and the City of Okeechobee, Florida (the "City") under and in accordance with the provisions of Chapters 163 and 189, Florida Statutes. The members of Okeechobee Beach Water Association ("OBWA"), a Florida not-for-profit corporation, voted to transfer its water utility system to OUA on July 11, 1995. The Authority was created to:

Provide for a consolidated system of water and wastewater service for the City, County and the areas served by the Okeechobee Beach Water Association ("OBWA").

Provide for a uniform rate structure.

Provide for the potential of interconnects with other publicly held systems.

Assist in addressing environmental issues concerning the quality and supply of water for Lake Okeechobee and South Florida.

1-3 OUA System

The OUA System includes the combined and consolidated water and wastewater systems acquired from the City, OBWA and the County, respectively, pursuant to the Interlocal Agreement and the Master Transfer Agreement and the improvements thereto constructed by the Authority since 1995. The service area of the Authority includes Okeechobee County, the City of Okeechobee and a small area of unincorporated Glades County.

1-4 OUA Management

The governing body of OUA is composed of five (5) members and three (3) alternates appointed pursuant to the Interlocal Agreement that created OUA. The County appoints two (2) members and one (1) alternate. The alternate attends meetings of the Board but votes only in the absence of one of the appointed members from the County. The City appoints two (2) members and one (1) alternate with the alternate permitted to vote only in the absence of one of the appointed members from the City. The fifth member and one alternate are to be residents of Glades County. The four voting members appoint and vote one member and alternate by a simple majority vote. The alternate has the authority to vote only in the absence of the fifth member. Annually the Board elects a Chairman, Vice Chairman and Second Vice Chairman from among its membership. The Executive Director of the Authority is appointed by the Board.

The Interlocal Agreement as amended provides that members shall serve staggered four (4) years terms which expire on the 1st of March following the fourth year of their appointment or until such time as such members' replacements have been appointed. Alternate members are appointed for two year terms.

1-5 Employee Relations

OUA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

The Executive Director, using policies as set by the Board of Directors, shall oversee the administration of all personnel policies through the appropriate supervisors. Employees should not approach Board members concerning personnel concerns prior to contacting supervisors and OUA Administration.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that OUA amply demonstrates their commitment to employees by responding effectively to employee concerns.

1-6 Equal Employment Opportunity

Okeechobee Utility Authority is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Okeechobee Utility Authority's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The OUA will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the OUA's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Employee's Supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The OUA then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The OUA will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of the OUA's decision regarding the request within a reasonable period. The OUA treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. The OUA will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1-7 OUA Departments

The Executive Director is responsible for administering the general policies and procedures as established by the Board of Directors, overseeing the day to day operations of the Authority and reporting to OUA Board of Directors on a regular basis. To provide water and wastewater service, OUA must employ numerous personnel to help the Executive Director carry out the day to day operations.

The Executive Staff at OUA consists of the Executive Director, Finance Director and Director of Operations. The Finance Director is responsible for overseeing the Finance Department, Meter Reader Department, Customer Service Department and Special Projects as assigned by the Executive Director. The Director of Operations is responsible for overseeing the Water Department, Wastewater Department and Maintenance Department. The Executive Director is the immediate supervisor of the Finance Director and the Director of Operations.

1-8 Non-Harassment

It is Okeechobee Utility Authority's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”). Such conduct will not be tolerated by Okeechobee Utility Authority.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on OUA premises, while on OUA business (whether or not on OUA premises) or while representing the OUA. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include but may not be limited to:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If an employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources or designee. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the OUA will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-9 Immigration Law Compliance

OUA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired will also be required to complete the form.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Manager or designee at the main office. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

1-10 Business Ethics/Conflict Policy

The successful business operation and reputation of OUA is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as regard for the highest standards of conduct and personal integrity.

The continued success of the OUA is dependent upon our customers' trust. We are dedicated to preserving that trust. Employees owe a duty to OUA and its customers to act in a way that will merit this continued trust and confidence of the public.

The intent is to ensure that members of the Okeechobee Utility Authority Board of Directors and employees will uphold Florida Statutes 112.311, 112.313 and 112.3143. The OUA will comply with all applicable laws and regulations and expects its directors, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Compliance with this policy of business ethics/conflict of interest is the responsibility of every OUA employee and Board of Directors. Employees disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible discharge of employment.

1-11 Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect OUA property, and to ensure efficient operations, Okeechobee Utility Authority has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the OUA.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on OUA premises, while on OUA business (whether or not on OUA premises) or while representing the OUA, is strictly prohibited. Employees and other individuals who work for the OUA also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The OUA maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any OUA employee, including themselves. (Refer to the “Drug-Free Workplace Program”)

1-12 Workplace Violence

Okeechobee Utility Authority is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to OUA and personal property.

Okeechobee Utility Authority does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Okeechobee Utility Authority specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Okeechobee Utility Authority does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any OUA employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto OUA premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Okeechobee Utility Authority's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the OUA determines, after an appropriate good faith investigation, that someone has violated this policy, the OUA will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the OUA to be aware of any potential danger in its offices. Indeed, the OUA wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

1-13 Problem Resolution

OUA is committed to all employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the OUA's supervisors and management.

OUA strives to ensure fair treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the OUA in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor at OUA after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to any other member of management at OUA.
2. Supervisor at OUA responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to Human Resources or designee if problem is unresolved.
4. Human Resources counsels and advises employee, assists in putting problem in writing, visits with employee's supervisor(s) if necessary, and directs employee to Executive Director for review of problem.
5. Employee presents problem to Executive Director in writing.

6. Executive Director reviews and considers problem. Executive Director informs employee of decision and forwards copy of written response to Human Resources or designee for employee's file. The Executive Director has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

1-14 Nature of Employment

Employment with OUA is entered into voluntarily and both you and OUA are free to end the employment relationship at any time, for any reason, with or without cause so long as there is no violation of applicable federal or state law.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between OUA and any of its employees. The provisions of the Employee Handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at OUA's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the OUA.

Section 2 - Operational Policies

2-1 Employee Categories

For purposes of this handbook, all employees fall within one of the categories below.

Full-Time Employees - Employees who regularly work at least 30 hours per week who were not hired as short-term employees.

Part-Time Employees - Employees who regularly work fewer than 30 hours per week who were not hired as short-term employees.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or contract basis. Short-Term Employees generally are not eligible for OUA benefits, but are eligible to receive statutory benefits.

Employees who regularly work at least 30 or more hours per week and who were not hired as short-term employees are eligible for health insurance benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these categories upon hire and informed of any subsequent changes to the categories.

2-2 Classification Plan

A classification plan provides an inventory of positions in the OUA service, as well as job descriptions and specifications for each class of employment. A classification shall be established for each group of positions in which the degree of similarity in the duties and responsibilities warrant common treatment in the selection, appointment, compensation, and other employment processes, with the same descriptive title being used to designate all positions in the classification (class).

Specifications for each classification include a class title, a description of the nature of work and relative responsibilities of the positions assigned to the class, examples of work which are illustrative of the duties of positions allocated to the class, requirements of work in terms of knowledge, skills, and abilities necessary for performance in the work, and a statement of the minimum qualifications for recruitment into the class.

Each class shall be assigned to the appropriate pay range. Established classes and pay ranges shall be listed in the OUA pay plans that are presented annually to the Board of Directors.

Uses of the Classification Plan

The classification plan is the foundation upon which are constructed all major phases of the personnel program and should be used as follows:

1. A guide in recruiting and evaluating candidates for employment.
2. To determine lines of promotion and in developing an employee training program.
3. To determine the salary range to be paid for each type of work.
4. To provide uniform job technology that is understandable by OUA administration, employees, and general public.
5. To aid in perfecting and revising organizational structure, clarifying lines of authority and fixing responsibility.

Maintenance of the Classification Plan

The Executive Director, or designee, shall be responsible for creating class specifications, the revision of existing class specifications, and the abolition of classes that are no longer needed.

Position reclassification may be initiated by the Executive Director during the fiscal year when major reorganizations create a significant change in the duties and responsibilities assigned to a specific position or when other circumstances produce significant changes in the duties of a particular position.

2-3 Probationary Period

Initial Probation

A new employee shall be considered a probationary employee for a maximum of six (6) months.

This probationary period is established for the purpose of evaluating the employee's work quality, ability, attendance, and other performance factors, and to determine how well he or she fits into the OUA organization. It also gives the employee the opportunity to look at the OUA and decide whether he or she likes the job.

During such probationary period, a probationary employee may be disciplined, laid off, suspended or otherwise terminated by the Authority and such action shall not be subject to the Problem Resolution Policy set forth in this handbook. A probationary employee shall not be entitled to use any accrued vacation. A probationary employee that is required to hold current state certifications as a plant operator shall remain a probationary employee until receipt of all necessary certificates and licenses (not to exceed two years from date of hire); however, after the probationary period of six (6) months shall be entitled to use any accrued leave time.

The successful completion of an employee's probationary period is contingent upon the completion of a performance evaluation by the employee's supervisor which specifically recommends that the probationary employee be deemed an employee and shall be removed from probationary status. Supervisors should complete and submit the Payroll Status Change Form to human resources for approval and processing. Employees should follow up with their supervisor at the end of the probationary period. Following the successful completion of the probationary period, a regular employee shall be entitled to the benefits as allowed by the employment status (e.g. fulltime, part-time, etc.).

Satisfactory completion of the probationary period shall not be construed to mean that said employee has been given a property interest in his/her job with the OUA.

Transfer Probation

Transfer probation is applied to current employees for the following:

1. Employee transfer to new a classification (position) at their request
2. Employee transfer to a new classification requested by OUA Management

An employee transfer to another classification at their request or requested by OUA shall be considered a probationary employee for up to three (3) months; provided, however, that during such probationary period any such employee who is disciplined, laid off, suspended or terminated; shall be entitled to appeal such action pursuant to the problem resolution procedure set forth in this handbook. An employee requested by the OUA to transfer will be able to transfer back to their prior classification, should the transfer not meet the employees' expectation. An employee that requests a transfer and does not successfully complete their transfer probationary period will not be guaranteed their prior classification.

Transfer probation may be extended at the OUA's discretion for three (3) additional months for a period not to exceed a total of six (6) months.

The successful completion of the probationary period is contingent upon the completion and submission by the employee's supervisor of a performance evaluation which specifically recommends that the probationary employee be retained. Supervisors should complete and submit the Payroll Status Change Form to human resources for approval and processing. Any employee in this probationary status shall be entitled to continue use of any benefits to which he/she is entitled.

At the discretion of the Executive Director, an employee who is reclassified to a lower classification as the result of reorganization may or may not be placed on probationary status.

2-4 Appointments

The Executive Director shall be appointed by and serve at the pleasure of the Board as a contractual employee. All other at will employees shall be hired by the Executive Director.

Employment of all other employees shall be based on the relative training and experience, interviews, performance evaluations as appropriate, tests where applicable, reference checks, special requirements, and appropriate licenses and certificates. Any falsification of information provided by an applicant to the OUA shall result in denial of appointment or termination of employment. The filling of a vacancy shall be made by the proper OUA person in authority in accordance with these regulations.

2-5 Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

The employee should keep his or her personnel file up to date by informing the Human Resources or designee and/or the employee's supervisor of any changes. The employee also should inform Human Resources or designee and/or the employee's supervisor of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

2-6 Access to Personnel Files

OUA maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of OUA, and access to the information they contain shall be open to inspection pursuant to the requirements set forth in Chapter 119, Florida Statutes.

With reasonable advance notice, employees may review their own personnel files in OUA's offices and in the presence of an individual appointed by OUA to maintain the files.

2-7 Inspection

Inspection of personnel records shall be subject to the following procedures:

1. Upon request for inspection of an Authority personnel file or job application, the office of the Executive Director or designee will, to the extent reasonably possible, notify the employee or applicant whose records are being requested to be inspected that a request to examine the records has been made. The employee or applicant may be present at the inspection if he or she desires and if the time set for the inspection is feasible. This notification and possibility to be present cannot be a condition precedent to the inspection.
2. The Executive Director or designee will require that inspections be at a reasonable time and place in order to protect the records. All examinations will be made under the supervision of the Executive Director or designee.
3. The office of the Executive Director or designee shall furnish a copy or copies of any item(s) requested from the records and charge a fee, pursuant to the provisions of Chapter 119, Florida Statutes.

2-8 Working Hours and Schedule

Okeechobee Utility Authority normally is open for business from 7:00 am to 6:00 pm, Monday through Thursday. The employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis. The treatment plants work schedule must meet DEP requirements therefore shifts will include nights, weekends and holidays.

Rest and Meal Periods

Each workday, full-time nonexempt employees may be provided 2 rest periods of 15 minutes in length depending on the workload and staffing requirements. Rest periods will be scheduled during the mid-morning and mid-afternoon. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time and stay onsite.

All full time employees are allowed one meal period of at least 30 minutes, but not more than 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. The scheduled plant operator will have a working lunch therefore the operator's lunch time is considered work time. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time except for plant operators.

2-9 Timekeeping Procedures

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require OUA to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period using OUA's approved tracking system. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

If for any reason an employee's own time records show any sort of disparity from OUA's time records or the workers' pay stubs, then the employee must report that disparity immediately and submit those records to OUA in order to ensure accurate wage payments.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including discharge of employment.

Nonexempt employees should report to work no more than 10 minutes prior to their scheduled starting time nor stay more than 10 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

Weekly timesheets are signed and/or approved on-line showing hours worked for payroll processing.

All employees are paid biweekly on every other Thursday. A normal workweek at OUA starts on Friday and ends on Thursday. Each paycheck will include earnings for all work performed through the end of the previous payroll period (prior two weeks).

2-10 Overtime

Like most successful companies, Okeechobee Utility Authority experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at Midnight Friday morning and ends at the following Thursday evening, 168 hours later.

2-11 Safe Harbor Policy for Exempt Employees

It is Okeechobee Utility Authority's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Okeechobee Utility Authority. This salary will be established at the time of hire or category as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;

- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the OUA has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact Human Resources or designee or any other supervisor in Okeechobee Utility Authority with whom the employee feels comfortable.

2-12 Payment for On Call and Call Out Time

Authority employees may be placed on on-call status or called out when not scheduled to work. If an employee is placed on on-call status or called out when not scheduled to work, said employee shall be paid as indicated below regardless of the number of hours worked (regular or overtime).

On Call Status- Regular Work Day

Any employee placed on on-call status during their regular scheduled work week shall be paid on call pay as follows: One hour per day at regular hourly rate of pay for Monday through Thursday; two (2) hours per day at regular hourly rate of pay for Friday through Sunday.

On Call Status- Holiday Work Day

For on-call status on an OUA recognized holiday, falling on a Monday through Thursday, you will receive four (4) hours per day at regular hourly rate of pay. For on-call status on an OUA recognized holiday, falling on a Friday- Sunday, you will receive five (5) hours per day at a regular hourly rate of pay. These hours of on-call pay cannot be used to accrue towards overtime.

Call Out Time- Regular

Any employee called out shall be paid a minimum of two (2) hours at one and a half times their regular hourly rate of pay the first time that they are called out. If the employee works more than two (2) hours during the first call out, the employee shall be paid for the time actually worked, all at one and a half times their regular hourly rate of pay. If the employee is called out again on the same day, after completing the first call-out, the employee will be paid for the time actually worked, all at one and a half times their regular hourly rate of pay. Pay time for the On Call Employee(s) begins when the employee enters and ends when the employee exits an OUA vehicle. Any additional employees called out will need to record their arrival time and departure time at the worksite. Their worksite may include the Maintenance Barn.

Call Out Time- Holiday Work Day

Any employee called out shall be paid a minimum of two (2) hours at two times their regular hourly rate of pay the first time that they are called out. If the employee works more than two (2) hours during the first call out, the employee shall be paid for the time actually worked, all at two times their regular hourly rate of pay. If the employee is called out again on the same day, after completing the first call-out, the employee will be paid for the time actually worked, all at two times their regular hourly rate of pay. Pay time for the Call Out Employees begins and ends at the worksite, does not include travel time. Any additional employees called out will need to record their arrival time and departure time at the worksite. Their worksite may include the Maintenance Barn. If an employee is not normally scheduled to work on a holiday, they would be compensated with holiday pay for the hours that they work in addition to the call out pay.

Emergency Call Out

If any employee is requested to report for work during an emergency (i.e. hurricane, emergency, etc.) while OUA is closed, any such employee will be paid on the same basis as Call Out Time defined above. The exception will be if emergency falls on a day when the office is scheduled to be open and it is closed and office staff is receiving their regular pay while off. The emergency crew will also receive their regular pay in addition to Call Out.

2-13 Your Paycheck

Employees will be paid by direct deposit bi-weekly for all the time worked during the previous pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the OUA is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in an employee's pay, the employee should bring the matter to the attention of the Human Resources or designee immediately so the OUA can resolve the matter quickly and amicably.

2-14 Payroll Deductions

The law requires that OUA make certain deductions from every regular employee's compensation. Among these are applicable federal income taxes. OUA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." OUA matches the amount of Social Security taxes paid by each employee.

Eligible regular employees may voluntarily authorize deductions from their paychecks to cover the cost of any voluntary programs offered by OUA.

Payroll deductions taken by OUA, usually to help pay off a debt or obligation to OUA or others, e.g. health insurance premiums, pension contributions, income withholding order, and will be made where applicable in compliance with federal and state law.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Human Resources will provide appropriate answers.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor or Human Resources.

2-15 Compensation

It is the practice and policy of OUA to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Check

OUA makes every effort to ensure employees are paid correctly. Occasionally, however mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay check when you receive it to make sure it is correct. If you believe a mistake has occurred, or you have any questions please use the reporting procedure outlined below.

Non-exempt Employees

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. You must accurately record your hours in accordance with OUA's time keeping procedures.

Your time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of company policy for any employee to falsify or alter his or her or another employee's time. It is also a serious violation of company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours. If any manager or employee instructs you to: 1) incorrectly or falsely under- or over-report your hours worked; or 2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to your supervisor.

Exempt Employees

If you are classified as an exempt, salaried employee, you will receive a set salary which is intended to compensate you for any hours you may work. This salary will be established at the time of hire or when you become classified as an exempt employee. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your **salary** may be reduced for the following reasons:

- Full day absences for personal reasons,
- Full day absences for sickness or disability, if OUA has a sickness or disability policy that provides for wage replacement benefits and you have exhausted or have not yet accrued enough leave time.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deduction such as your portion of health, dental, or life insurance premiums; state, federal, or local taxes, social security or voluntary contributions to a 401(k) or pension plan.

Your **salary will not** be reduced for any of the following reasons; an employee should continue to complete the appropriate leave form to reduce the amount of accumulated time:

- Partial day absences for personal reasons, sickness or disability.
- Absences for jury duty, attendance as a witness or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

- **Please note, it is not an improper deduction to reduce an employee's accrued annual leave, personal or other forms of paid time off from an employee's leave bank for full or partial day absences for personal reasons, or for sickness or disability if the employer has a sickness or disability policy that provides for wage replacement benefits.**

Should you have any questions with respect to OUA's policy, please contact your immediate supervisor. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor, Human Resources or designee.

2-16 Pay Adjustments

The Authority provides for several types of pay adjustments that are delineated below.

Promotion

A promoted employee's rate of pay may be assigned in accordance with the provisions for new employees. Such increases may not cause the promoted employees rate of pay to exceed the maximum rate of pay for the classification to which the promoted employee is in.

When an employee is promoted to a higher level classification, his or her current rate of pay will be increased to at least the minimum level of pay for the new classification level.

The employee's rate of pay should not exceed the maximum rate of pay for the employee's classification, except as allowed by the other sections in this manual or as deemed by the Executive Director.

Demotion

When an employee is involuntarily demoted to a position in a classification with a lower pay range, the employee's rate of pay shall be reduced to an appropriate amount and the employee's rate of pay shall not exceed the maximum rate of pay within the pay range of the lower classification. Such action shall require the approval of the Executive Director.

Alignment Changes

An employee's rate of pay may be adjusted with the approval of the Executive Director if the rate is out of line internally, with the existing market, knowledge, or with respect to work assigned.

Transfer

An employee may be transferred from a classification in one department to the same or equivalent classification in another department provided the transfer is to the advantage of OUA and results in better utilization of the education, experience or interests of the employee. No transfer may be made without consultation between the two Department Supervisors involved, knowledge of the employee involved, and prior approval by the Executive Director. Such action shall take precedence over appointment from eligible lists. However, in certain circumstances, the Executive Director may use his/her discretion to authorize the transfer of an employee without approval by the department supervisor when such transfer is in the best interests of the organization or the employee.

When an employee voluntarily transfers to a position in a lower classification, the Executive Director shall establish a rate of pay within the salary range of the lower classification based on factors such as length of service, performance evaluation, employee's work experience, training, skills, and classifications.

Raises for Licenses and Certification

Any raise associated with licenses or certification will take effect on the day when license or certification is received and presented to OUA Finance Department. The employee is responsible for providing proof of date when license or certification was received by the Finance Department and receipted. Once the proof has been receipted, it will be processed by payroll with the effective date of the increase being the date of the receipt.

The Executive Director will approve the number of personnel required in each department to have licenses and/or certifications. Once the required number of personnel is obtained in each department, OUA is under no obligation to abide by the educational leave policies provided for in the Personnel Manual; nor will the OUA be required to financially compensate the employee by pay increase.

Reorganization

As the result of reorganization, if an employee is reclassified to a classification from a class with a higher pay range, the rate of pay shall not be changed if it falls within the pay range of the class to which the employee is appointed. However, if the employee's current rate of pay is above the top of the range of the class to which the employee is appointed, at the Executive Director's discretion, the employee may be allowed to continue at his/her current rate of pay during the period the employee continues to fill the position.

Reclassification of a Position

At times reclassification of employees may occur and the following policies will be implemented concerning salary.

Reclassification Downward

If an employee is reclassified to a classification from a class with a higher pay range, the rate of pay shall not be changed if it falls within the pay range of the class to which the employee is appointed. However, if the employee's current rate of pay is above the top of the range of the class to which the employee is appointed at the Executive Director's discretion, the employee may be allowed to continue at his current rate of pay during the period the employee continues to fill the position.

Reclassification to a Higher Level

When an employee's position is reallocated to a classification with a higher rate of pay, the employee's rate of pay shall be adjusted in the same manner as a promotion.

Maximum Rate of Pay

When an employee reaches the maximum rate of pay for his or her classification, the rate of pay shall not be increased unless authorized by the Board.

Rate of Pay Increases (Merit Increase)

Rate of pay increases will be based on the employee's performance with the amount of pay adjustment to be determined by the Supervisor based on rates approved by the OUA Board.

Increases are applied against the base rate of the employee's rate of pay at the effective date of the increase. The effective date for rate of pay increases shall be determined by the OUA Board. The adjustment may not exceed the maximum approved rate of that classification. If the employee reaches the maximum rate of pay the Executive Director will be authorized to give their merit increase in the form of a lump sum payment.

Out-of-Class Assignments

If an employee is temporarily assigned for non-training purposes to a position with a classification that has a higher entry level rate of pay than their current rate of pay, and then assigned to the task for more than four (4) consecutive work weeks during the fiscal year, the employee will be paid at the entry level of the higher classification, or receive a ten percent (10%) increase from their current rate of pay, whichever is greater, for any such out-of-class assignment.

Acting Appointments

If an employee is temporarily appointed to an acting position in a classification in the Executive pay plan, or in the Administrative pay plan, the employee's rate of pay shall be increased to an appropriate amount as determined by the Executive Director or the OUA Board.

If the annual employee review occurs while in out-of-class status, or acting status, the employee will receive the rate of pay increase, based on the rate of pay prior to the temporary appointment.

2-17 Direct Deposit

Okeechobee Utility Authority requires employees to use direct deposit. Authorization forms are available from the Finance Department/Payroll Clerk.

2-18 Salary Advances

Okeechobee Utility Authority does not permit advances on paychecks. Advance pay for accrued vacation must be requested in writing at least two weeks prior to the vacation period.

2-19 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Evaluations will be done annually.

2-20 Employee Selection Process

Applications for employment are accepted only when there is an open and advertised job vacancy. Applications may be obtained at the Main Office of OUA or on the company website. In case of highly skilled jobs, OUA may look at the qualifications of any potential candidate who sends in a resume. These jobs may be specifically designated as eligible for unsolicited resumes. Every person must complete and sign an application form to be considered an applicant.

Applicants must specify on their applications as to which job they are applying. All applications will be accepted at the Main Office of OUA and appropriately date stamped. A cut-off time and date will be set for positions where many applications and/or resumes are submitted. No application will be considered after the cut off time and date unless an applicant is not chosen from the applications on hand and the job is re-advertised.

Employees are carefully selected through a written application, personal interviews and reference checking. In addition, OUA reserves the right to make an investigative report on any employee or applicant concerning credit information, criminal background, driving record and any other job-related pertinent information.

OUA will also provide a consent form for a drug screen prior to pre-employment and may require drug testing at any point during employment to be administered by an OUA designated drug screening facility. A refusal to submit or a positive confirmed test result will be used as a basis to reject the applicant for conditional offer of employment at that time or terminate employment immediately.

OUA will conduct a driver's record check prior to employment since many positions within OUA require employees to drive vehicles and equipment, it is important that our employees maintain safe driving records. If a driving record check shows an unsafe driving history, employment may be denied.

Unsatisfactory or falsified references or any other misrepresentations on pre-employment or personnel forms may result in an applicant being denied employment or an employee's immediate dismissal.

OUA is committed to striving to find individuals who want to do a good job. We need people who want to see that the work of the OUA is accomplished to the highest quality possible and in a timely manner.

2-21 Pay Plan

Classifications that become obsolete may be deleted from the pay plan by the Executive Director. The adoption of a unified pay plan creating salary ranges for each class of positions is intended to provide equitable and competitive standards of pay for all classes in the classification plan. The standards used in the creation of the pay plans take into consideration the internal relationships of the different classes within the OUA classification plan, the rates of pay for similar employment by local private employers, local governmental employers, and government employers throughout the State, where applicable.

The pay plan includes a listing of all approved classifications with a salary range showing the minimum and maximum rates of pay for each class. The pay plan is presented annually to the Board of Directors.

All employees affected by the pay plan shall be paid at rates which fall within the approved salary ranges, unless otherwise exempted by the rules of the pay plan.

2-22 Job Postings

The OUA is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements:

- Should be a current employee
- At current position for at least six months
- Maintain a performance rating of acceptable or above
- Not currently under an employee conduct/performance-related probation or warning
- Written notification to your Supervisor prior to applying for the open position

If employee finds a position of interest that has been posted and meets the eligibility requirements, a written statement of interest must be submitted to the human resource or finance department to be considered for the position. List your experience, and qualifications of why you would be well suited for the position. All employees applying will be interviewed for the position. The interview committee will try to select an employee that could best meet the job duties. If the committee determines that the employee(s) could not meet the job duties, the position will be advertised to the public. The OUA reserves the right to seek applicant solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resource Department or designee.

Section 3 - Benefits

3-1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is Okeechobee Utility Authority's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Okeechobee Utility Authority provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the plan documents, which are available for review upon request from Human Resources or the Finance Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Okeechobee Utility Authority (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the OUA intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resources or designee.

3-2. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under OUA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at OUA's group rate plus an administration fee. The health insurance carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under OUA's health insurance plan. The notice contains important information about the employee's rights and obligations. Payments for COBRA coverage will also be made to the health insurance carrier.

3-3 Paid Holidays

OUA will grant holiday time off to all active employees on the holidays listed below, provided the holiday falls on your regularly scheduled workday:

- New Year's Day (January 1)
- Easter Sunday
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas (December 25)
- Personal Choice Day

OUA will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. If the employee is not regularly scheduled to work on the holiday, they will not receive holiday pay. Eligible employees are as follows:

- Full time employees
- Part time employees

To be eligible for holiday pay, employees must work the last full scheduled work day immediately preceding and the first full scheduled work day immediately following the holiday, unless the employee is absent on either day with an approved medical reason or prior approved Annual Leave. Supervisor can approve employee's absence before or after holiday for unexpected emergencies and authorize holiday pay.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

A non-exempt employee, except a temporary employee, who works on any of these days will be paid one and a half times their regular rate of pay for all hours actually worked plus holiday pay.

In addition to the recognized holidays, eligible employees will receive one (1) Personal Choice day in each fiscal year. This holiday must be scheduled with the prior approval of the employee's supervisor and may not be carried over from year to year.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Requests for annual leave for the day before or after a holiday must be submitted in writing no less than two weeks prior and approved in advance of the holiday by the employee's Supervisor.

3-4 Annual Leave

Annual leave is an all-purpose time-off policy for eligible employees to use for vacation and personal business. Employees in the following employment classification are eligible to earn and use annual leave as described in this policy:

- Full time employees

Once employees enter an eligible employment classification, they begin to earn annual leave according to the schedule below. However, before annual leave can be used, probation would need to be completed. After that time, employees can request use of earned annual leave. If employment is terminated (either voluntarily or involuntarily) before successful completion of the probationary period, earned annual leave will not be paid to the employee.

The amount of annual leave employees receive each year increases with the length of their active employment as shown in the following schedule:

- Upon initial eligibility the employee is entitled to annual leave accrued by the regular hours worked at the rate of .048125 of an hour.
- After 10 years of eligible service the employee is entitled to annual leave accrued by the regular hours worked at the rate of .06125 of an hour.
- After 15 years of eligible service the employee is entitled to annual leave accrued by the regular hours worked at the rate of .077125 of an hour.

The length of eligible service is calculated on the basis of a "benefit year." The "benefit year" begins on the date the employee is hired and starts to earn annual leave.

Annual leave can be requested in minimum increments of one quarter (1/4) hour. Supervisor may flex time. Employees who have an unexpected need to be absent from work should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of unexpected absence.

To schedule planned annual leave, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Annual leave is paid at the employee's base pay rate at the time of absence for the amount of hours absent. In the event that available annual leave is not used by the end of the fiscal year, employees may only carry over 240 hours of unused time to the next fiscal year. Each employee should carefully monitor his/her accrued hours to ensure they are remaining below the maximum amount for carryover. The Executive Director may accumulate annual leave without limitation.

Part time and temporary employees shall not be credited nor granted any annual leave.

Full time employees who are laid off, resign in good standing, or retire, shall be paid for all accrued vacation earned but not taken prior to the date of lay-off, resignation or retirement. An employee's eligibility will be determined by the amount of time spent in the full time employee classification.

Miscellaneous

No more than two (2) weeks at one time can be taken without prior approval of his or her supervisor or the Executive Director.

All requests for annual leave must be approved by the employee's supervisor before it is actually taken. All requests are to be submitted in writing on a leave request form and approved by the supervisor in writing before it is taken. All supervisors should have their leave request approved by the Director of Operations. Violation of these rules may result in the employee being considered to have taken an unauthorized absence with appropriate corrective actions being taken.

Payment for unpaid leave for a deceased employee shall be made to the spouse or heirs as appropriate.

Employees are allowed to request a lump sum payment of accumulated leave. The request for a lump sum payment needs to be requested prior to payroll processing day. Request will need to be approved by your Supervisor and Executive Director. This lump sum request is paid in a separate check from your regular paycheck to exclude these earnings from the employee's pension compensation

3-5 Sick Leave Benefits

OUA provides accrued sick leave benefits to all eligible employees for periods of absence due to illnesses or injuries.

Sick Leave Accruals

All full time and probationary employees shall accrue .048125 of an hour of sick leave per hour worked. Sick leave shall be earned as of the last day in the work week and there shall be no limit to the number of hours that may be accumulated. All employees will be charged for actual hour basis for time used as sick leave, unless required to flex time for the week.

Probationary employees may use earned sick leave that accrues during their probationary period.

Temporary and part time employees do not accrue sick leave.

Utilization of Sick Leave

Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, or individual for whom the employee is legally responsible, necessary medical appointments, injury, disability, pregnancy or for quarantine by health authorities or a physician. An employee may be required to supply proof of sickness, injury or disability by submitting, at his/her own expense, a physician's statement if the employee is out sick three (3) or more successive work days.

Supervisors have the discretion of requiring employee to furnish a doctor's note.

Request for Sick Leave

Requests for sick leave due to illness or other satisfactory reason shall be given by the employee to their supervisor or designee prior to the beginning of the work shift. Absence due to doctor's appointments or other foreseeable causes shall be approved prior to the use of sick leave. Sick leave forms shall be prepared and submitted by the employee to the employee's immediate supervisor prior to leaving work or as soon as the employee returns to work, as appropriate.

Accumulated Sick Leave Exhausted

When an employee's term of illness exceeds his/her accumulated sick leave, he/she may be authorized by the Executive Director to use his/her accumulated annual leave, rather than applying for leave without pay. When all accrued leave (sick and vacation) has been exhausted then employee would apply for leave without pay. At this time, if you have exhausted your sick leave, you may be eligible for donated time.

Donation of Sick/Annual Leave Time

OUA recognizes that employees may have catastrophic illness/injury or a serious health condition that may result in a need for additional time off in excess of their available sick or annual leave. To address this need, all full time employees will be allowed to donate excess sick and annual leave from their accrued balance to employees that may be in need of additional time off. Please contact Human Resources or designee for further information and guidelines regarding the voluntary donation of sick/annual leave time.

Payment for Unused Sick Leave

An employee is eligible for payment of unused sick leave upon:

1. Ten (10) years or more continuous service upon leaving employment with OUA in good Standing (is not discharged for cause); or
2. Death of employee who has ten (10) years or more of continuous service. Accrued benefits shall be paid to beneficiary or estate; or
3. Normal retirement. (Retirement from employment with the OUA on or after the normal retirement date.)

4. Layoff. (Criteria varies based upon years of service. Refer to Layoff policy)

A conversion rate of fifty percent (50%) will be applied to the employee's unused sick leave balance in determining the payment amount except for employees laid off.

3-6 Lactation Breaks

Okeechobee Utility Authority will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The OUA will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The OUA may not be able to provide additional break time if doing so would seriously disrupt the OUA's operations, subject to applicable law. Please consult the Human Resources with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-7 Workers' Compensation

On-the-job injuries are covered by Okeechobee Utility Authority's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow OUA procedures may affect the ability of employees to receive Workers Compensation benefits. Doctor will be requested to complete requirement for leave.

3-8 Jury Duty

Okeechobee Utility Authority realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the OUA during such week.

3-9 Bereavement Leave

All employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to 40 hours of paid bereavement leave for qualifying “immediate family” will be provided to eligible employees in the following classification:

- Full time employees

Bereavement pay is calculated based on the base pay rate at the time of absence.

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

OUA defines "immediate family" as the employee's parents, step parents, child(ren), step child(ren), the employee's spouse, spouse's parents and step parents. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships and the employee is also considered the primary care giver or legal guardian.

3-10 Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in an election the employee may take off enough working time to vote. Such time will be paid. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

3-11 Witness Duty

OUA encourages employees to appear in court for witness duty when subpoenaed to do so.

Employees will be granted unpaid time off to appear in court as a witness at the request of a party other than OUA. Employees are free to use any remaining paid leave benefits (such as annual leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

3-12 Educational Leave

OUA provides educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with OUA.

Employees in the following employment classification(s) are eligible to request educational leave as described in this policy:

- Full time employees

Eligible employees may request educational leave for a period of up to 40 hours per year. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. All requests must be approved by the supervisor and the Executive Director.

Subject to the terms, conditions, and limitations of the applicable plans, OUA will continue to provide health insurance benefits for the full period of the approved educational leave.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, OUA cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, OUA will assume that the employee has resigned.

3-13 Insurance Programs

Full-time employees may participate in the OUA's insurance programs. Under these plans, eligible employees will receive comprehensive health, vision, dental and other supplemental insurance coverage that they may elect for themselves, spouse, children or family. The OUA will provide the employee with a contribution that they can apply towards their health care coverage or other supplemental coverages. The employee will be responsible for all costs that exceed the contribution amount. The waiting period is first of the month after 30 days. All health, vision and dental premiums will be paid a month prior to effective date of coverage.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Employees should feel free to speak to Human Resources or designee if there are any further questions.

3-14 Long-Term Disability Benefits

Okeechobee Utility Authority provides full-time employees Long-Term Disability coverage, subject to all terms and conditions of the agreement between the OUA and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-15 Employee Assistance Program

Okeechobee Utility Authority provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained by contacting an EAP counselor at (855) 268-1006. You are also provided this service through your Health Insurance Program, please reference your annual health insurance packet for contact information.

3-16 Retirement Plan

Eligible employees are required to participate in the OUA's Defined Benefit Plan for retirement. Plan participants make a mandatory pre-tax contributions of 6% to the retirement Fund. Participant benefit's will be based on salary and years of service. Participants are vested after five (5) years of service.

Upon becoming eligible to participate in this plan, the employee will receive a Summary Plan Description (SPD) describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to Human Resources or designee if there are any further questions.

3-17 Employee Recognition

Full time employees are to be recognized on the following anniversaries:

- Five (5) years - \$50.00 and certificate
- Ten (10) years - \$100.00 and certificate
- Fifteen (15) years - \$150.00 and certificate
- Twenty (20) years - \$250.00 and certificate
- Twenty-five (25) years - \$350.00 and certificate
- Thirty (30) years - \$500.00 and certificate
- Thirty-five (35) years - \$750.00 and certificate

Recognition of these employees shall be at every monthly Board meeting where the employee who has completed the said number of years from the day after the last Board meeting to the day of the current Board meeting for the years of service in the categories listed above. At said recognition, employee will be recognized, presented with certificate and check. The formula for each employee's beginning date of employment will be the same date as used when calculating sick/annual leave. Employee participation in the recognition meeting is voluntary. If an employee is recalled or reemployed to work, you are considered to be a new employee; therefore your new date of hire will be used in calculating your years of service. For pension purposes only, the original hire date will be retained if the contributions to the pension fund were not previously dispersed.

Recognition for Retiring Employees will be as follows:

Must have worked at least 25 years to qualify for Board recognition and receive a plaque.

The monetary amount will be equal to the retiree's last recognition amount as stated for years of service.

Section 4 - Leaves of Absence

4-1 Personal Leave

If employees are ineligible for any other OUA leave of absence, Okeechobee Utility Authority, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the OUA in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the OUA will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the OUA will be considered a voluntary resignation of employment.

Time Off Without Pay

Requested time off without pay for the offset of daily time missed for personal matters is not the same as personal leave without pay and will not be granted unless all other accrued time has been utilized. Time off without pay will not be guaranteed. Employee(s) will not be able to continue to request time off without pay without being subject to disciplinary action.

4-2 Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Okeechobee Utility Authority can maintain proper coverage while employees are away.

4-3 Family and Medical Leave

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Human Resources or designee.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the OUA for at least 12 months (which need not be consecutive); 2) have been employed by the OUA for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of unpaid leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the OUA substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The OUA will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the OUA telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) OUA's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The OUA may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the OUA's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the OUA and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the OUA of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the Head of Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the OUA to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the OUA's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the OUA has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the OUA notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the OUA and make a reasonable effort to schedule treatment so as not to unduly disrupt the OUA's operations, subject to the approval of the employee's health care provider. Employees must consult with the OUA prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the OUA and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the OUA may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the OUA may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the OUA of the reason why such leave is medically necessary. In such instances, the OUA and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the OUA's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the OUA with timely, complete and sufficient medical certifications. Whenever the OUA requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the OUA's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The OUA will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The OUA will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the OUA (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the OUA with authorization allowing it to clarify or authenticate certifications with health care providers, the OUA may deny FMLA leave if certifications are unclear.

Whenever the OUA deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the OUA has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the OUA's expense. If the opinions of the initial and second health care providers differ, the OUA may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the OUA and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the OUA may require employees to provide recertification of medical conditions giving rise to the need for leave. The OUA will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the OUA with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The OUA may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the OUA may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the OUA may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the OUA may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the OUA will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the OUA notifies employees of other arrangements, whenever employees are receiving pay from the OUA during FMLA leave, the OUA will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The OUA's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the OUA will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the OUA for the cost of the premiums the OUA paid for maintaining coverage during their unpaid FMLA leave.

IV. Exemption for Highly Compensated Employees

The OUA may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the OUA. (This fact-specific determination will be made by the OUA on a case-by-case basis.) The OUA will notify employees if they qualify as a "highly compensated", if the OUA intends to deny reinstatement, and of the employee's rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources or designee. The OUA is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources or designee immediately. The OUA will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the OUA's other leave policies in this handbook or contact Human Resources or designee.

4-4 Domestic Violence Leave

Employees who have worked for the OUA for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouse, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, one (1) week advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

Section 5 - General Standards of Conduct

5-1. Management Rights

The Authority shall have the exclusive right to manage the facilities, services, and business of the Authority, and direct the actions of employees.

These rights include, but are not limited to, the right to plan, direct, and control operations: to assign work and schedule the working hours; to determine the extent to which Authority services will be performed by Authority employees or by contract providers; to hire, promote, demote, and transfer employees; to suspend, discipline or terminate and to lay off employees for lack of work or for other reasons; to make and enforce rules of conduct and regulations; to introduce new methods, materials or facilities, to establish new job classifications and eliminate job classifications.

5-2 Progressive Discipline

The purpose of this policy is to state OUA's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership, fair supervision at all employment levels and positive employee participation.

OUA's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with OUA is based on mutual consent and both the employee and OUA have the right to terminate employment at will, with or without cause or advance notice, OUA may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension up to three days with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. The Supervisor shall record the verbal and written warning. Should offense require suspension or termination the Supervisor will make a recommendation to the Executive Director. The Executive Director will make the determination regarding suspensions and termination. The Human Resource department should be notified of all disciplinary actions to oversee process. (See appendix Notice of Disciplinary Action)

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

OUA recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps. These procedures do not apply to the Executive Director.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and OUA. The Executive Director makes the final determination for all termination decisions, based upon the supervisor's recommendations. At all stages of the progressive discipline process, an employee may provide a written response to the Executive Director regarding any disciplinary action received.

5-3 Progressive Discipline Offenses

The offenses set forth below are intended to serve as a guide for all employees' conduct, to ensure orderly operations and provide the best possible work environment. OUA expects employees to follow these guidelines to protect the interest and safety of all employees and the organization.

The offenses set forth herein are divided into three (3) groups to reflect degrees of severity of offenses. They are intended as guidelines only. Nothing herein shall be construed to restrict the Authority from taking less or more severe corrective action in any given instance where the circumstances warrant. In determining the corrective action to be taken in each group, and whether a deviation from the recommended corrective action is warranted, consideration will be given to, among other things, the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, and the performance and ability of the employee concerned. However, reasons for deviating from recommended corrective actions should be noted and placed on the corrective action form.

The offenses listed under each of the three (3) categories are examples only and are not intended to be all inclusive. The Authority retains the right to treat each violation on an individual basis without setting a binding precedent for future cases. Failure of a supervisor to take an authorized disciplinary action does not bar or waive any authorized action for subsequent offenses.

Any offense not specifically enumerated in the three (3) groups shall be considered an offense most closely resembling the group listed and appropriate recommended guidelines may apply.

As used in this section, the terms second or third offense do not necessarily mean a repeat of a previous offense, but include any and all offenses listed.

Group I Offenses

Recommended Action

First Offense

Verbal or Written Warning,
One Day Suspension (without pay)

Second Offense

Up to Three (3) Day Suspension,
(without pay)

Third Offense

Termination of employment

1. Failure to work overtime, special hours or special shifts after being scheduled according to overtime and emergency on call duty policies.

2. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned or performing other than assigned work.
3. Quitting work or leaving assigned work area during working hours without permission.
4. Taking more than specified time for meals or breaks.
5. Productivity or workmanship not up to required standards of performance.
6. Disregarding job duties by loafing, loitering or neglecting work during working hours.
7. Failure to maintain the correct work attitude or courtesy as it relates to co-workers, supervisors, or the public.
8. Where the operations are continuous, an employee shall not leave his post at the end of his scheduled shift until he is relieved by his supervisor or his relieving employee on the incoming shift.
9. Excessive absenteeism or tardiness or any absence without notice.
10. Violating a safety rule or safety practice.
11. Failure to report an accident or personal injury in which an employee was involved while on the job.
12. Engaging in horseplay, scuffling, wrestling, and throwing things, malicious mischief, or similar types of disorderly conduct.
13. Creating or contributing to unsafe and unsanitary conditions.

Group II Offenses

Recommended Action

First Offense

One (1) to Five (5) Day Suspension
(without pay)

Second Offense

Termination of employment

1. Threatening, intimidating, coercing or interfering with fellow employees or supervision at any time, including abusive language.
2. Sleeping during working hours, unless otherwise permitted.
3. Negligence or omission in complying with the requirements as set forth in the Code of Ethics.
4. Gambling at Authority work stations at any time.
5. Reporting for work or working while unfit for duty.

6. Any conduct which affects the safety of the public or Authority personnel, equipment, tools or property.
7. Use or possession of another employee's tools or equipment without the employee's consent.
8. Refusal to give testimony in accident investigations.
9. Causing material, parts or equipment to be damaged.
10. Having a conflict of interest
11. Smoking in prohibited areas
12. Violating the rules, orders, and policies issued and adopted by the Board or Executive Director.
13. Personal use of company gas or credit cards
14. Refusal to perform work assigned or to comply with written or verbal instructions of a supervisor. (Insubordination)
15. Failure to report a request for information or receipt of a subpoena from a law firm or an attorney, other than Authority's counsel, that relates to Authority business.
16. Failure to report a request for information or receipt of a subpoena from a law firm or an attorney, other than Authority's counsel, that relates to Authority business.
17. Use or attempted use of political influence or bribery to secure an advantage in any manner, or otherwise abuse the public trust.
18. Negligence or improper conduct leading to damage of any Authority, employer-owned or customer-owned property.
19. Unauthorized use of their position to unfairly give any benefit, implement expenses, or cause any detriment to a customer or business associated with OUA
20. Unauthorized use of telephones, mail system, or other employer-owned equipment.
21. Unauthorized disclosure of business confidential proprietary information.
22. Conduct that reflects adversely upon you or OUA.
23. Making or publishing of false, vicious or malicious statements concerning any employee, supplier, client, supervisor, Executive Director or the Authority.
24. Unsatisfactory performance or conduct that does not meet the requirements of the position.

25. Loss of necessary prerequisites or abilities to perform work, except as restricted by state and/or federal law.
26. Any conduct which in the Authority's judgment is adverse or prejudicial to the best interests of the Authority.
27. Having interest in a business or having outside employment at a business where there exists a conflict of interest or where employment would have an effect on the full and faithful discharge of duties as an Authority employee.

Group III Offenses

Recommended Action

First Offense

Termination of employment

1. Gross negligence in the performance of duties.
2. Falsification or unauthorized destruction of personal or Authority records, including employment applications, accident records, work records, purchase orders, time sheets or any other report, record, application or Authority record.
3. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits, worker's compensation or unemployment compensation payments.
4. Theft or removal from Authority locations without proper authorization of any Authority property, other public property, or property of an Authority employee.
5. Working under the influence of alcohol or illegal drugs
6. Any violation of the Authority's substance abuse policy.
7. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs or abuse of prescription drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
8. Failure or refusal to submit or consent to a required alcohol or drug test.
9. Sexual or other unlawful or unsolicited harassment.
10. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
11. Striking an individual, or provoking or instigating a fight at any time on Authority property.
12. Conviction of crime involving any felony, or a misdemeanor of the first degree, as defined by Florida Statutes.

13. Repeated violation of the Authority's personnel policies and procedures, safety rules and regulations, departmental policies and procedures or other Authority policies and procedures, or any combination thereof.
14. Being absent three (3) consecutive work days without approved leave, which shall be deemed an abandonment of position.
15. Excessive absenteeism or tardiness or any absence without notice.

The above reasons for discharge are examples only and the Authority retains the right to discharge any employee for reasons other than those listed above.

5-4 Punctuality and Attendance

Employees are hired to perform important functions at Okeechobee Utility Authority. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the absences or tardiness and its expected duration, for every day of absenteeism or tardiness.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the OUA.

5-5 Use of Communications and Computer Systems

Okeechobee Utility Authority's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other OUA policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Okeechobee Utility Authority systems.

Okeechobee Utility Authority may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the OUA deems it appropriate to do so. The reasons for which the OUA may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that OUA operations continue appropriately during the employee's absence.

Further, Okeechobee Utility Authority may review Internet usage to ensure that such use with OUA property, or communications sent via the Internet with OUA property, are appropriate. The reasons for which the OUA may review employees' use of the Internet with OUA property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that OUA operations continue appropriately during the employee's absence.

The OUA may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The OUA's policies prohibiting harassment, in their entirety, apply to the use of OUA's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the OUA's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-6 Use of Social Media

Okeechobee Utility Authority respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect OUA interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post personal data, information, opinions, or other such information on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with OUA equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the OUA and also expresses either a political opinion or an opinion regarding the OUA's actions that could pose an actual or potential conflict of interest with the OUA, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the OUA's position. This is necessary to preserve the OUA's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. OUA policies apply equally to employee social media usage.

Okeechobee Utility Authority encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and potentially misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their Supervisor. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-7 Personal and OUA -Provided Portable Communication Devices

Okeechobee Utility Authority-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department or designee to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the OUA's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a OUA-provided or personal device, employees must comply with applicable OUA guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a OUA-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the Human Resource department or designee for resetting on or before their last day of work. At that time, the Human Resource department or designee will have device reset and remove all information from the device, including but not limited to, OUA information and personal data (such as contacts, e-mails and photographs). The Human Resource department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the Human Resource department on or before their last day of work for resetting and removal of OUA information. This is the only way currently possible to ensure that all OUA information is removed from the device at the time of discharge. The removal of OUA information is crucial to ensure compliance with the OUA's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or an OUA-issued device, the OUA's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on OUA business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-8 Inspections

Okeechobee Utility Authority reserves the right to require employees while on OUA property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on OUA or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the OUA or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-9 Smoking

In keeping with OUA's intent to provide a safe and healthful work environment, smoking, including the use of e-cigarettes, in the workplace is prohibited unless it is done in a designated smoking area. Nonsmoking areas are clearly designated where smoking is expressly prohibited, and employees are asked to respect these designations. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail. Violations of this policy will lead to discipline up to and including discharge of employment.

This policy applies equally to all employees, customers, and visitors.

5-10 Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

To provide for the safety and security of employees and the facilities at OUA, only authorized visitors are allowed in the workplace. Restricting visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on OUA's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

5-11 Cell Phone Usage

If you are provided a cellular phone by OUA it is provided to you as a business tool. Cellular phones may be provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Office protocol dictates that all cell phones should have the ringer in silent (vibrate) mode. If you have someone who needs to reach you during regular work hours, and you are afraid you will not be aware of phone calls in silent mode, then please feel free to give the office number as contact information. Cell phone invoices may be monitored.

Whether the cellular phone is provided by OUA or the employee is using his or her own phone, employees who have access to a cell phone while in their cars should remember that their primary responsibility is driving safely and obeying the rules of the road.

Employees are asked to keep their portable communication devices (PCDs), including cell phones and smart phones use to a minimum during work hours. All phones should be kept on silent or vibrate to not disrupt the workplace.

As a representative of OUA, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

Cellular Telephone Allowance

Executive staff and supervisors who require a cellular phone for business purposes have the option of either being assigned an OUA-issued cell phone or receiving an allowance toward the cost of maintaining their own personal cell phone for OUA use. Employees who choose to receive an allowance in lieu of an OUA-issued phone must maintain on file with the appropriate OUA employees and offices, including the Main Office, their current cell phone number. The allowance is inclusive of all costs associated with the acquisition and use of the phone, including data usage, long distance, and roaming charges. OUA assumes no responsibility for loss or damage to the personal cell phone while being used for OUA business.

The option to receive an allowance in lieu of an OUA-issued phone is subject to written approval by the Executive Director. The cellular telephone allowance shall be uniform for all eligible employees selecting this option and shall be paid to the employee in their bi-weekly payroll check. The allowance shall be in the bi-weekly amount of twenty four dollars (\$24.00) or as amended by the Executive Director.

5-12 Workplace Monitoring

Workplace monitoring may be conducted by OUA to ensure quality control, employee safety, security, and customer satisfaction.

Employees who regularly communicate with customers via the telephone may have their conversations monitored. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of OUA as well as their satisfaction with our service.

Computers furnished to employees are the property of OUA. As such, computer usage and files, including e-mail usage and related files, may be monitored or accessed.

Most OUA vehicles currently have a GPS tracking system on them. The OUA uses the GPS monitoring to identify safety concerns, maintain quality control, and detect misconduct.

Because OUA is sensitive to the legitimate privacy rights of employees, every effort will be made to conduct workplace monitoring in an ethical and respectful manner.

5-13 Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing his/her work tasks for Okeechobee Utility Authority. Solicitation of any kind by non-employees on OUA premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the OUA is prohibited at all times. Distribution of literature by non-employees on OUA premises is prohibited at all times.

5-14 Bulletin Boards

Important notices and items of general interest are continually posted on Okeechobee Utility Authority bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at Okeechobee Utility Authority. To avoid confusion, employees should not post or remove any material from the bulletin board.

5-15 Confidential Company Information

During the course of work, employees may become aware of confidential information about Okeechobee Utility Authority's business, including but not limited to information regarding OUA finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to the OUA's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Okeechobee Utility Authority's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the OUA may be subject to disciplinary action up to and including discharge of employment. Employees may be required to sign an agreement reiterating these obligations.

5-16 Social Security Number Privacy

Employees are permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for such persons to carry out their assigned tasks for OUA and in accordance with OUA's policy.

The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from OUA's premises that contain social security number information is prohibited and can result in discipline up to and including termination of employment.

If you come into contact with Social Security Numbers or other sensitive personal information without authorization from OUA or under circumstances outside of your assigned tasks, you may not use or disclose the information further, but must contact your supervisor and turn over to him or her all copies of the information in whatever form.

When necessary, documents containing social security information will be properly destroyed through shredding or other means prior to disposal to ensure confidential social security information is not disclosed.

For more information about whether and under what circumstances you may have access to this information, review your job description or contact your supervisor.

5-17 Standards of Conduct

It is Okeechobee Utility Authority's policy that all employees avoid any conflict between their personal interests and those of the OUA. The purpose of this policy is to ensure that the OUA's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the OUA as set forth in Florida Statutes 112.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the OUA, by any employee who is in a position to directly or indirectly influence either the OUA's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with the OUA;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the OUA or which competes with the OUA; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the OUA.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value not to exceed values as stated in the Florida Statutes Chapter 112.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the OUA.

5-18 Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with OUA. All employees will be judged by the same performance standards and will be subject to OUA's scheduling demands, including unplanned recall for emergency repairs or conditions, regardless of any existing outside work requirements. Therefore, your employment with the OUA should be your primary responsibility. Before accepting outside employment, the OUA recommends that the employee receive written permission from his supervisor and the Executive Director. The form is available through the Human Resources Department or designee at the main office.

If OUA practice determines that an employee's outside work interferes with performance or the ability to meet the requirements of OUA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with OUA.

This policy should ensure that the outside job is not in violation of OUA policy and will not adversely affect or restrict the employee's availability for work or efficiency in his or her OUA job, or reflect unfavorably upon the OUA in any way, either directly or indirectly. Outside employment or conflicts of interest which adversely affect the OUA shall be subject to disciplinary action as set forth in this manual.

5-19 Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the OUA's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the OUA is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-20 Health and Safety

The health and safety of employees and others on OUA property are of critical concern to Okeechobee Utility Authority. The OUA intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the OUA's premises, or in a product, facility, piece of equipment, process or business practice for which the OUA is responsible should be brought to the attention of management immediately.

Periodically, the OUA may issue rules and guidelines governing workplace safety and health. The OUA may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

General Safety Rules

Safety, health and loss control is the responsibility of all OUA personnel. The OUA's goal is to eliminate the cause of accidents which result in injuries to employees, interruption of work, damage to equipment, loss of materials, and increased insurance costs. All OUA personnel are encouraged to incorporate safety, health and loss prevention in their daily activities.

Each department should meet state and federal rules and standards and be responsible for developing a set of safety policies and regulations that pertain to their particular operations. It is the responsibility of every employee to know and adhere to the safety rules and regulations which apply to the area in which he or she is working or may be visiting.

1. Report all injuries and property damage to your supervisor immediately.
2. Report unsafe conditions to your supervisor.
3. Under normal conditions, walk, do not run.
4. Fighting, disorderly conduct, horseplay, and practical jokes are prohibited.
5. Smoking regulations must be observed.

Employees may not, at any time while on any property owned, leased or controlled by OUA, including anywhere that OUA business is conducted, such as customer locations, client locations, trade shows, restaurants, company event venues, and so forth, possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and chemical whose purpose is to cause harm to another person. Florida law 790.251 (the parking lot law) does not protect you if you are carrying a gun while at work.

Regardless of whether an employee possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any OUA property. They are also banned in any location in which the employee represents the OUA for business purposes, including those listed above. Possession of a weapon can be authorized by the OUA's Executive Director to allow security personnel or a trained employee to have a weapon on OUA property when this possession is determined necessary to secure the safety of OUA employees. Only the Executive Director, or his designee, may authorize the carrying of or use of a weapon.

Employees who violate this policy will be subject to disciplinary action, up to and including employment termination. The employment termination would be characterized as termination for cause.

5-21 Visitors in the Workplace

To provide for the safety and security of employees and the facilities at OUA, only authorized visitors are allowed in the workplace. Restricting visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on OUA's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

5-22 Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during nonworking hours, local radio and/or television stations will be asked to broadcast notification of the closing.

In the event that OUA offices are closed for a normal business day, all employees normally scheduled to work that day shall be paid their normal rates of pay/salary for the day. Only personnel designated for emergency status shall report for work. These employees will be paid per the guidelines of the Call-Out Policy.

5-23 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Okeechobee Utility Authority may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the OUA. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The OUA generally will attempt to identify other available positions, but if no alternate position is available, the OUA retains the right to decide which employee will remain with the OUA.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-24 Employee Dress and Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image OUA presents to customers and visitors.

During business hours or when representing OUA, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Uniforms

The Authority shall furnish an annual allowance for uniforms (pants & shirts) to employees assigned to water plants, wastewater plants, maintenance department, and meter reading department. The Administrative Department will be provided uniforms on an as needed basis.

5-25 Publicity/Statements to the Media

All media inquiries regarding the position of the OUA as to any issues must be referred to the Executive Director. Only the Executive Director is authorized to make or approve public statements on behalf of the OUA. No employees, unless specifically designated by the Executive Director, are authorized to make those statements on behalf of OUA. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the OUA must first obtain approval from the Executive Director.

5-26 Layoff/Recall

Any employee may be laid off when it becomes necessary by reason of, but not limited to: shortage of funds, lack of work, the abolition of a position or material changes in job duties or organizational structure, or for other reasons within the discretion of the Authority.

In the event of a reduction in the work force, temporary and newly hired probationary employees in the classification and department affected shall be first laid off. If further reductions are necessary, non-probationary employees and employees who are on promotional or transfer probation in the affected classification shall be laid off from the classification and department affected.

The order of such layoffs shall be based on length of service with the Authority provided that the employees' abilities and qualifications to perform the work and performance evaluations for the past three (3) years are relatively equal. In the event of the relative inequality of these factors between employees in the same classification, the employee with the higher values as determined by the employer, of the abilities and qualifications to perform the work and performance evaluations for the last three (3) years shall be retained.

Laid off regular employees will receive full payment for all accrued vacation time (annual leave) at the employee's current rate of pay.

Regular employees with less than ten (10) years of continuous service who are laid off shall receive payment for twenty-five percent (25%) of accrued sick leave.

Regular employees with more than ten (10) years of continuous service shall receive payment of fifty percent (50%) up to 240 hours and one hundred percent (100%) for all hours exceeding 240 hours of accrued sick leave.

Recall

Laid-off employees shall be recalled to the classification from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under the following provisions:

The employment relationship shall be broken and terminated if an employee is laid off for twenty-four (24) consecutive months or one-half the employee's service of employment with the Authority at the time of layoff, whichever is lesser; or if the employee is laid off and fails to return to work within three (3) business days after having been recalled in writing by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the Authority, for such failure.

For purposes of vacation and sick leave accrual rate only, recalled employees shall retain credit for prior service. Laid-off employees who are "rehired" within three (3) months of the effective date of layoff to regular Authority positions other than the classification in which they are assigned at the time of layoff, shall retain credit for prior service for purposes of vacation and sick leave accrual rates only. Vacation and sick leave benefits shall be paid at the time of layoff as indicated in Section I. Laid-off employees who are recalled or rehired shall not utilize or accrue vacation or sick leave benefits during the period they were laid off.

Recalled employees shall have any accrued sick leave for which the employee did not receive any payment at the time of layoff restored.

Recalled employees may have all vacation and sick leave restored if employee repays the full amount of payment received within sixty (60) days following reinstatement.

All layoff and recall procedures shall be coordinated and processed by the Executive Director.

5-27 Vehicle Usage Policy

Some employees are issued and are responsible for a truck or automobile owned by OUA. OUA vehicles shall be used for official business only and shall be operated within the limits of traffic laws and safety regulations. Each employee who drives an OUA vehicle shall possess a valid Florida driver's license or commercial driver's license, as appropriate.

Each employee shall be personally responsible for any fines incurred as a result of driving or parking violations while driving an OUA vehicle. No employee shall operate an OUA vehicle when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication. Employees are not allowed to have non-OUA employees in the vehicle with him or her at any time. Unless those non-OUA employees are conducting OUA business such as engineers, contractors, and job applicants, etc.

Employees using OUA vehicles shall be responsible for proper maintenance and shall report any malfunctions or maintenance requirement to his/her immediate supervisor. Failure to maintain the OUA vehicle in a well maintained condition could result in disciplinary action, up to and including dismissal. This includes all preventative maintenance requirements for the vehicle.

Regular non-exempt employees who are assigned an OUA vehicle are not permitted to drive the vehicle to and from work unless designated as on-call status or is employed in a position that is considered necessary for the employee to have a vehicle at all times (i.e. Plant Operators, Maintenance Supervisor, etc.). Employees are allowed to drive OUA vehicles to conduct official OUA business and to lunch when working. Other employees may be issued and/or authorized OUA vehicles upon the approval of the Executive Director or his designee. If you have received approval to operate your own vehicle from OUA, you should reference the “Employee Safety Handbook Vehicle Use Policy” regarding requirements of coverage and policy. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly.

5-28 Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Human Resources or designee along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

5-29 References

Okeechobee Utility Authority will respond to reference requests through the Human Resources or Finance Department. The OUA will provide general information concerning the employee such as date of hire, date of discharge, re-hirable and positions held. Requests for additional reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources or Finance Department.

Only the Human Resources or Finance Department may provide references.

5-30 If You Must Leave Us

Should an employee decide to leave the OUA, we ask that he or she provide a Supervisor with at least two (2) weeks advance notice of departure. For Executive Staff and Supervisors, a minimum of thirty (30) day notice in writing prior to departure is recommended. Thoughtfulness will be appreciated. All OUA property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the OUA's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the OUA (through payroll deduction, if lawful) for any lost or damaged OUA property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-31 Reemployment of Non-Retiree

Reemployment will be contingent, among other things, upon satisfactory references from previous employment with the OUA. Applicants who are reemployed shall be considered as new hires. The new hire date will be used for the purposes of annual leave calculation. They shall be given a new hire date as of the date of return to the active payroll, and they shall be required to meet all qualifying conditions prior to participation in the benefits program.

5-32 Reemployment after Retirement

Reemployment after retirement is not guaranteed. All retiree applicants may have to apply for an open position and complete the application/interview process. If you are re-hired you will be considered a new hire. Your new hire date will be used for the purposes of annual leave calculation. You will be given a new hire date as of the date of return to the OUA. Your employment will be based on a yearly term with a thirty-day cancellation notice by either party. The yearly term will be based on an annual evaluation by the Supervisor, Operations Director and/or Executive Director prior to next term being approved. If an employee is retired from OUA and receiving retirement benefits, he/she may not participate in the OUA Pension Program upon reemployment. Reemployment after retirement policies can be referenced in the Okeechobee Utility Authority Employees' retirement Plan Document, under section for "Reemployment after Retirement."

5-33 Exit Interviews

Employees who resign are requested to participate in an exit interview with Human Resources or designee, if possible.

5-34 A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Okeechobee Utility Authority. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Okeechobee Utility Authority, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the OUA or its personnel policies and practices.

General Handbook Acknowledgment

This Employee handbook is an important document intended to help employees become acquainted with Okeechobee Utility Authority. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the OUA's operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this handbook.

I have received and read a copy of Okeechobee Utility Authority's Employees handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the OUA at any time.

I further understand that my employment is terminable at will, either by myself or the OUA, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Okeechobee Utility Authority other than the Board of Directors may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the OUA's Employee handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt of Non-Harassment Policy

It is Okeechobee Utility Authority's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived issue with race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Okeechobee Utility Authority.

The purpose of this policy is not to regulate an employees' personal morality, but to ensure that harassment of another individual in the workplace, including while on OUA premises, while on OUA business (whether or not on OUA premises) or while representing the OUA. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources or designee. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the OUA will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand Okeechobee Utility Authority's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Education Agreement for Elective Training

This AGREEMENT between _____, an employee, herein identified as employee, and the **Okeechobee Utility Authority**, herein identified as OUA, is for the express purpose of identification of financial terms for the training expenses incurred at the request of the employee and paid for by the OUA.

General training expenses included the costs associated with job related opportunities such as, but not limited to: certifications, licensing, seminars and conferences. Additional paid costs incidental to the training shall be, but not limited to: travel (air, rental, company vehicle use or personal vehicle use), lodging, tolls, taxi, per diem, books and hourly/salary wages.

A course description, expenses paid and general notes shall be supplied on the reverse of this page or included as an attachment.

The OUA recognizes that the employee will incur expenses to complete the specified training. The OUA also understands that certain benefits will be realized in positive job performance by employee upon completion of training. The employee agrees that the OUA will be responsible for the training costs incurred and in return the employee will remain in the employment of the OUA for a period of twenty-four (24) months from the completion date of the training event.

Should the employee quit, retire, be terminated for cause or become non-employable by any other means, then the employee agrees to reimburse the OUA for all training expenses paid by OUA on a pro-rata basis. The reimbursement basis shall be paid on the number of months not employed during the twenty-four (24) month period after the completion of the trainings times one twenty-fourth (1/24) of the total training expenses paid by the OUA.

The employee shall be responsible for keeping current all licensing and certifications earned through this agreement. At a minimum, this will include renewal fees and continuing educational credits. OUA will need to be notified of the renewal. The costs associated with this process will be subject of additional future education agreement. If employee allows for licensing and certifications to lapse, then the employee will be responsible for reinstatement of those licenses/certifications. Any pay raise that resulted from acquisition of said license/certification will be revoked as of the day license/certification expired. OUA will not enter into any reimbursement agreement for this process.

Date

Employee Signature

Education Agreement for Required Training

This AGREEMENT between _____, an employee, herein identified as employee, and the **Okeechobee Utility Authority**, herein identified as OUA, is for the express purpose of identification of financial terms for the training expenses incurred at the request of OUA and paid for by the OUA.

General training expenses include the costs associated with job related opportunities such as, but not limited to: certifications, licenses, renewals of certifications/licenses, seminars and conferences. Additional paid costs incidental to the training shall be, but not limited to: travel (air, rental, company vehicle use or personal vehicle use), lodging, tolls, taxi, per diem, books and hourly/salary wages.

A course description, expenses paid and general notes shall be supplied on the reverse of this page or included as an attachment.

The OUA recognizes that the employee will incur expenses to complete the specified training. The OUA also understands that certain benefits will be realized in positive job performance by the employee upon completion of training. The employee agrees that the OUA will be responsible for the training costs incurred and in return the employee will remain in the employment of the OUA for a period of twenty-four (24) months from the completion date of the training event.

Should the employee quit, retire, be terminated for cause or become non-employable by any other means, then the employee agrees to reimburse the OUA for all training expenses paid by OUA on a pro-rata basis. The reimbursement basis shall be paid on the number of months not employed during the twenty-four (24) month period after the completion of the trainings times one twenty-fourth (1/24) of the total training expenses paid by the OUA.

The employee shall be responsible for keeping current any license/certification earned through this agreement. At a minimum, this will include renewal fees and continuing educational credits. OUA will need to be notified of the renewal. The costs associated with this process will be subject of additional future education agreement. It is the responsibility of the employee to notify OUA in a timely manner when renewal must occur in order for employee to keep the license/certification current.

If, due to the employee's action or non-action, the employee allows the required license/certification to lapse or otherwise lose the certification/license, then the employee will be solely responsible for reinstatement of the license/certification at no cost to OUA. Any pay raise that resulted from acquisition of said license/certification will be revoked as of the day the license/certification expired or became unusable to the OUA and employee.

Date

Employee Signature

Notice of Disciplinary Action

Employee _____ Department _____

Date _____ Position _____

Purpose: To provide a formal opportunity for a supervisor to help an employee understand where improved performance is expected, and to provide a written record of each counseling session:

CORRECTIVE ACTION TAKEN

- Verbal Counseling or warning
- Written Reprimand and warning; additional infraction will lead to further action, which may include suspension or discharge
- Suspension for working days, from ___/___/___ through ___/___/___ (with or without pay)
- Suspension pending investigation from ___/___/___ (with or without pay)
- Specific warning of discharge for additional infraction
- Discharge

There is no requirement that all steps in the discipline progression must be followed; the OUA has discretion to decide on the penalty depending on the nature of the offense.

REASONS FOR CORRECTIVE ACTION

Job Related

Attendance

- | | |
|---|--|
| <input type="checkbox"/> Unsatisfactory Performance of Duties | <input type="checkbox"/> Tardiness |
| <input type="checkbox"/> Unsatisfactory Customer Service | <input type="checkbox"/> Absenteeism |
| <input type="checkbox"/> Disclosure or Misuse of Confidential Information | <input type="checkbox"/> Failure to Report |
| | <input type="checkbox"/> Unauthorized absence from assigned area |
| <input type="checkbox"/> Falsification, Alteration, or Improper handling of Records | <input type="checkbox"/> Violation of Call-In Policy |

- Misuse of electronic information systems Job Abonnement

Personal Conduct

- | | |
|---|--|
| <input type="checkbox"/> Insubordination | <input type="checkbox"/> Sleeping on the job |
| <input type="checkbox"/> Behavior/language of a threatening,
abusive or inappropriate nature | <input type="checkbox"/> Possession or concealing a weapon |
| <input type="checkbox"/> Misuse, damage/loss of OUA property | <input type="checkbox"/> Theft |
| <input type="checkbox"/> Possession, sale, or purchase of
intoxicants or unprescribed drugs | <input type="checkbox"/> Fighting |
| <input type="checkbox"/> Working under the influence of intoxicants
or unprescribed drugs | <input type="checkbox"/> Other: specify _____ |

DESCRIBE REASON(S) FOR CORRECTIVE ACTION

Employee's signature indicated action was discussed, NOT that the employee agrees with content.

Supervisor _____

Date _____

Employee _____

Date _____

IMPROVEMENT REQUIRED: List specific actions the employee must take to correct the situation or behavior.

SUGGESTED MEANS OF IMPROVEMENT: List below specific goals, objectives and measurement standards that you and the employee have agreed to, and in what time frame.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

JUNE 16, 2022

ORANGE LOOP ENGINEERING PROPOSAL



As was presented previously, the OUA has engaged Johnson-Prewitt & Associates, Inc. to prepare permits, drawings, bid documents and cost estimate for this project.

There are now a total of 15 lots in the development as two of the lots have been joined in to one. OUA staff is requesting direction from the OUA Board as to how should staff consider funding of this project. The construction estimate presented an estimated cost of \$253,672. This estimate included engineering design (\$18,600), construction inspection services (\$13,452) and a contingency line item (\$38,324), all totaling \$70,376.

Total Funding (by Lot Owners)

$\$253,672/15 = \$16,911$ per lot

Partial Funding

OUA to pay \$70,276

$\$183,296/15 = \$12,219$ per lot

Cost Share

OUA at 50% - \$126,836

\$126,836/15 = \$8,456 per lot



**Preliminary Cost Estimate for Sewer Collection System
Construction to Serve Orange Loop**

Description	Qty	Unit	Unit Cost	Amount
Eng. Design & Permitting	1	LS	\$18,600.00	\$18,600.00
Mobilization	1	LS	\$30,000.00	\$30,000.00
Sediment Barrier	1,280	LF	\$2.00	\$2,560.00
8" Gravity Sewer	640	LF	\$95.00	\$60,800.00
Sewer Manhole	5	EA	\$6,000.00	\$30,000.00
Sanitary Sewer Service	16	EA	\$650.00	\$10,400.00
Service Road Crossing	10	EA	\$3,200.00	\$32,000.00
Gravity Main Road Crossing	1	EA	\$6,400.00	\$6,400.00
Connect to Existing Gravity Sewer	1	EA	\$9,000.00	\$9,000.00
Sod	712	SY	\$3.00	\$2,136.00
Const. Observation Services	1	LS	\$13,452.00	\$13,452.00
Contingency	1	LS	\$38,324.00	\$38,324.00
GRAND TOTAL				\$253,672.00

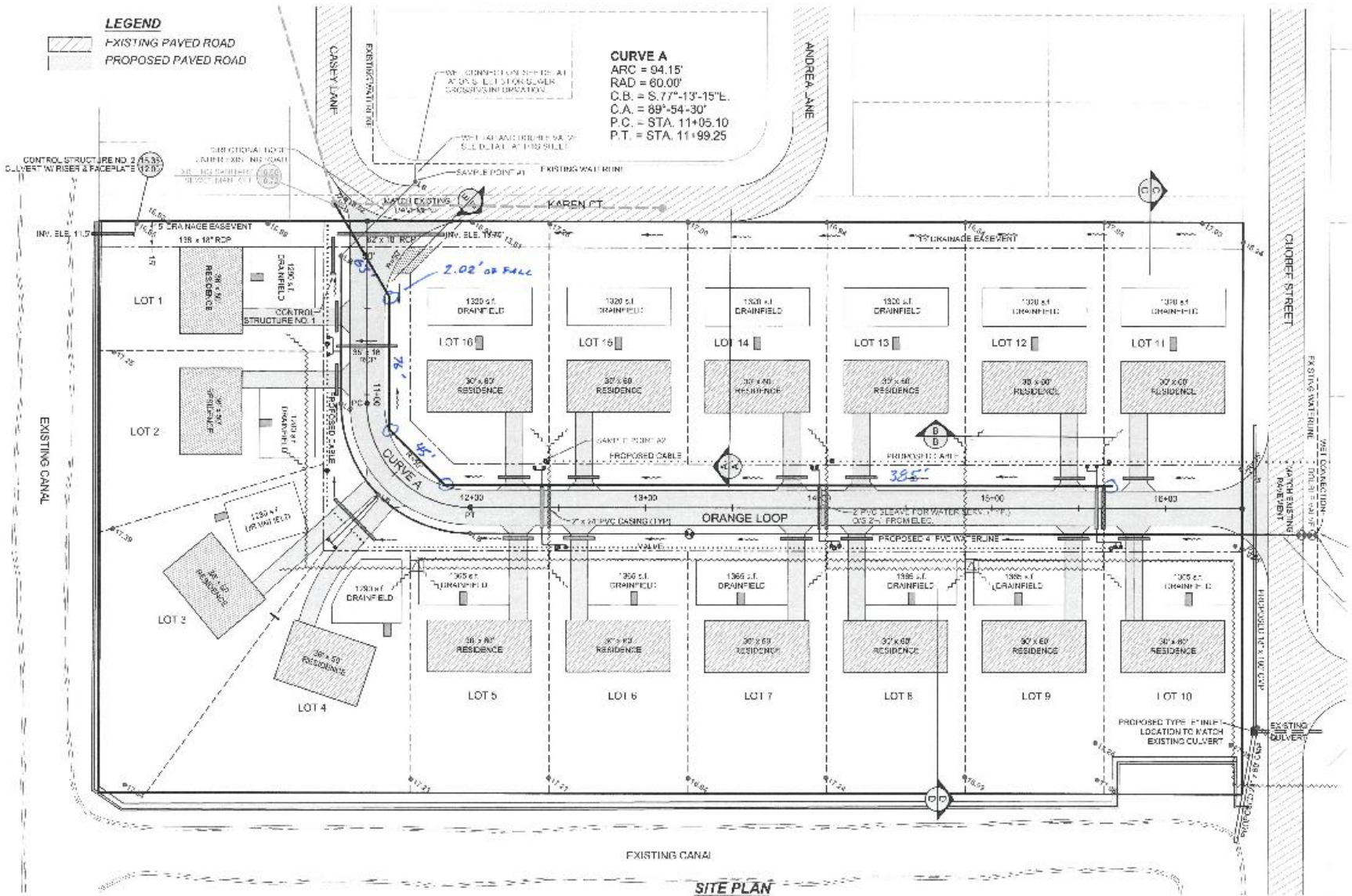
Staff is requesting direction on a funding mechanism and once decided, staff will send out letters to each owner explaining the costs to each lot. Responses will be totaled and brought back to the Board for consideration.

This request is only for the costs associated with construction in the road right-of-way. Each lot owner is expected to install the piping from the residence to the road and to pay to the OUA the standard connection fees.

LEGEND

-  EXISTING PAVED ROAD
-  PROPOSED PAVED ROAD

CURVE A
 ARC = 94.15'
 RAD = 60.00'
 C.B. = S. 77°-13'-15"E.
 C.A. = 89°-54'-30"
 P.C. = STA. 11+05.10
 P.T. = STA. 11+99.25



SITE PLAN
 SCALE: 1" = 40'

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

JUNE 16, 2022

PINE RIDGE PARK WWTP DEMOLITION

The Pine Ridge Park WWTP Demolition project was publicly bid, bids received and opened on March 29, 2022. Of the three known potential bidders, only one bid was received and opened. That bid was submitted by B & B Site Development in the amount of \$102,164.

Per the contract documents, the substantial completion date is June 16, 2022 and a final completion date of July 1, 2022. The engineer has determined that the project final completion date is May 25, 2022, well within the contracted time.

Please find attached Change Order #1 which deletes the Owner's Contingency line item in the amount of \$20,000.00.

Also, please find attached the engineer's letter of recommendation to accept and approve the contractor's final pay application for \$82,164.00.

OUA staff recommendation is:

After review & discussion, to approve Pine Ridge Park WWTP Demolition Change Order #1 which does not add time and deletes the Owner's Contingency Line Item in the amount of \$20,000 thereby lowering the Contracted amount to \$82,164.00.

After review & discussion, to approve Pine Ridge Park WWTP Demolition Final Pay Application to B & B Site Development in the amount of \$82,164.00.

CONTRACT MODIFICATION (CHANGE ORDER)

DATE: 5/25/2022

PROJECT NO: _____

CONTRACT MODIFICATION NO: 1

OWNER: Okeechobee Utility Authority

PROJECT: Pine Ridge Park Demolition

CONTRACTOR: B & B Site Development, Inc.

The following modifications to the Contract are hereby ordered:

Remove the owner's contingency.

CONTRACT AMOUNT

CONTRACT TIME (CALENDAR DAYS)

Original	<u>\$102,164.00</u>	Original	<u>N/A</u> Days
Previous Change Orders (+/-)	<u>\$0.00</u>	Previous Change Orders (+/-)	_____ Days
This Change Order (+/-)	<u>-\$20,000</u>	This Change Order (+/-)	_____ Days
Revised Contract Amount	<u>\$82,164.00</u>	Revised Contract Amount	_____ Days

Revised Contract Substantial Completion Date: _____

Revised Contract Final Completion Date: _____

OWNER

CONTRACTOR

ENGINEER

Address: 100 SW 5th Avenue
Okeechobee, FL 34974

Address: 1505 S. Parrott Ave.
Okeechobee, FL 34974

Address: 209 NE 2nd Street
Okeechobee, FL 34972

By: _____

By: Michelle H. Baughman

By: Steven L. Dobbs

Date: _____

Date: 5-25-2022

Date: 5/25/2022



May 25, 2022

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

Dear Mr. Hayford:

Job No.: 2021-U01
Subject: Close Out and Engineer's Acceptance of Construction
Pine Ridge Park Demolition
Okeechobee Utility Authority

The project has been completed satisfactorily within the intent of the construction plans and specifications. Please find attached a Change Order for the project backing out OUAs contingency money for the project as well as the final invoice from B & B Site Development for the project.

Please call with any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Steven L. Dobbs'.

Steven L. Dobbs, P. E.
President

B&B Site Development, Inc.
1505 C South Parrott Avenue
Okeechobee, Fl. 34974
Phone: 863-763-6053
Email: bbsitedevelopmentinc@gmail.com



SITE DEVELOPMENT, INC.
1505-C S. Parrott Avenue - Okeechobee, Fl.
863-763-6053
bbsitedevelopmentinc@gmail.com

Invoice # 2022-103

Date: May 25, 2022		
To: OUA	Purchase order {Attached}	11156

Pine Ridge Park WWTP Demolition

Description:	Total
Work completed as per PO dated 5-03-2022	\$ 102,164.00
Less Change order {Owner's Contingency} Attached	\$ (20,000.00)
We appreciate your business!!	
Total Bal due This Invoice	\$ 82,164.00

Please drop off or Mail Payment to:
B&B Site Development, Inc.
1505 C South Parrott Avenue
Okeechobee, Fl 34974

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

JUNE 16, 2022

USDA FORM – AMENDED LETTER OF CONDITIONS

Please find attached an Amended Letter of Conditions. This amendment is required due to a USDA requirement for projects to meet certain timelines. Project 2 design of the SWSA Project has not met the timeline set by the USDA (120 days). Therefore, OUA staff have requested the maximum time allowed (365 days).

Please find attached the new Amended Letter of Conditions and the requested USDA RD Form 1942-46.

This item is presented for discussion purposes and does not require any formal action.

AMENDMENT NO. 1

LETTER OF INTENT TO MEET CONDITIONS

Date 06-08-2022

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

420 South State Road 7, Suite 166
Royal Palm Beach, FL 33414

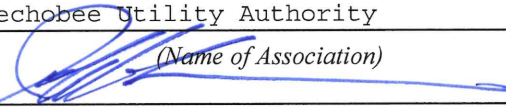
(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 06-07-2022 . It is our intent to meet all of them not later than 09-02-2022 .

Okeechobee Utility Authority

(Name of Association)

BY



John Creasman OUA Board Chairperson

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.



Rural Development

LETTER OF CONDITIONS AMENDMENT

Royal Palm Beach
Area Office

June 7, 2022

420 S State Road 7,
Suite 166
Royal Palm Beach, FL
33414

Mr. John Creasman, Chairman
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974

Voice 561.792.2727x5
Fax 855.475.4827

SUBJECT: Recipient Name: Okeechobee Utility Authority
Project Name: Southwest WW Service Area Septic System to Sewer
Wastewater Application
CFDA NUMBER - 10.760

Dear Chairman Creasman:

This letter establishes conditions which must be understood and agreed to by the Okeechobee Utility Authority (The Authority) and amends the Rural Development Letter of Conditions dated September 3rd, 2021. All requirements of the previously issued Letter of Conditions remain in effect except as modified herein.

This amendment to the Letter of Conditions is being issued to provide an adjustment in amount of time to meet all conditions as set forth under Section III – Requirements Prior to Advertising for Bids and to provide further project timeline clarifications and project milestones.

Number of Days Adjustment to meet all conditions as set forth under Section III – Requirements Prior to Advertising for Bids

The number of days the Authority is required to meet all conditions as set forth under Section III – Requirements Prior to Advertising for Bids, originally indicated in the second paragraph of the Letter of Conditions issued September 3rd, 2021, is increased from one-hundred twenty (120) days to no more than three-hundred and sixty-five (365) days from the date of the original Letter of Conditions issued September 3rd, 2021.

The applicant will ensure projects are completed in a timely, efficient, and economical manner.

Project Timeline & Milestones

The following will be an addition to the end of **SECTION I – PROJECT DETAIL**, of the original Letter of Conditions dated September 3rd, 2021:

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **The project should be completed and Agency funds**

fully disbursed within three (3) years and six (6) months of obligation. By agreeing to the terms herein, you agree to comply with the milestones identified below. If, for any reason, one or more of the milestones cannot be met, you must notify the Agency in writing at least 30 days prior to the referenced date. Should your final completion date become more than three years after obligation the written request will follow the procedures outlined in Section VI of this letter, including the submission of not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the milestone cannot be met and include a proposed revised project completion schedule. If the Agency agrees to the modification, a written confirmation will be issued. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

Milestone	Date
Plans & Specifications, and Design Complete	8/3/2022
Advertisement for Bids/Bid Authorization	9/2/2022
Bids Due	11/15/2022
Award Contract(s)/Initiate Construction	1/15/2023
Substantial Completion	1/15/2025
Final Completion/Project Close-Out	2/28/2025
Final Payment	3/15/2025

If you agree to meet the conditions set forth in this letter, please complete and return Form RD 1942-46, Letter of Intent to Meet Conditions as soon as possible, but no more than 5 business days from the date of this letter.

We look forward to working with you to complete this project. If you have any questions, please contact Ada Rivera, Area Director and/or Kristine Roy, Area Specialist at (561) 792-2727, Ext. 5 or by e-mail at Ada.Rivera@usda.gov and/or Kristine.Roy@usda.gov.

Sincerely,

ADA E. RIVERA
AREA DIRECTOR

Attachments

AER/kbr

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

JUNE 16, 2022

SRF LOAN APPROVAL

Holtz Consulting Engineers, Inc., has prepared the bidding documents and the project will advertise later this month. As a reminder, the OUA has received funding from both the South Florida Water Management District (\$100,000 grant) and the State of Florida FDEP State Revolving Fund (\$1,861,048 loan & \$457,796 grant) for a total of \$2,418,844.

As the OUA has already experienced, construction costs have increased due to many factors, most driven by COVID-19. The expected installation costs for the AMI system have risen almost to \$3,230,000, or approximately \$810,000 higher than the loan/grant monies already secured for this project. Staff is continuing to negotiate various work & pricing items with several vendors to lower this anticipated cost.

While the expected installation costs have gone up, until the project is actually put out to bid, bids received and opened, only then will the actual costs be known.

Therefore, please find included the SRF loan application documentation up for review, discussion and consideration. These documents will be submitted prior to the SRF deadline set as June 23, 2022. The documents will be evaluated and if approved, actual loan instruments will be returned for OUA review and execution.

If approval is given, staff is requesting approval of the Resolution and the loan application documents.

Draft Attorney Opinion letter

Draft Loan application

Resolution 22-02

If after review & discussion the OUA Board determine that the value and benefits the project brings to both the OUA and customers, staff recommends approval of Resolution 22-02.

After approval, staff also requests authorization by OUA Board Chairperson and staff to execute all documents associated with the SRF Loan application process.

At a future date, loan documents, bids and other formal project documents, will brought before the OUA Board for final review, consideration and discussion prior to final approval of the project.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION											
DRINKING WATER SRF PRIORITY LIST FY 2022										DRAFT FOR:02/23/2022	
FUNDABLE PORTION TIER 1											
TIER	PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	AMOUNT TO BE REPAID	UNADOPTED FUNDS
Tier1	656	Moore Creek-Mt. Carmel Utilities, Inc. * 57100	DW/Con	Source (Construction of 2 Wells)	08/11/2021	12/09/2021	AWARDED 02/22/2022	\$62,839	\$0	\$62,839	\$0
Tier1	561	Haines City 53045	DW/Con	Treatment (WTPs Upgrades)	11/10/2021	03/10/2022	06/08/2022	\$1,962,591	\$0	\$1,962,591	\$0
Tier1	421	Polk Regional Water Cooperative 53200	DW/Plan/Des	Source, Treatment, Distribution (SE Wellfield, RO and Transmission)	02/23/2022	06/23/2022	09/21/2022	\$20,000,000	\$0	\$20,000,000	\$0
Tier1	414	Stuart 43045	DW/Con	Treatment and Disposal (RO WTP and DIW Mod and reject)	02/23/2022	06/23/2022	09/21/2022	\$4,888,901	\$0	\$4,888,901	\$0
Tier1	401	Hollywood 06049	DW/Con	Treatment (Water Main Replacement)	08/11/2021	12/09/2021	AWARDED 10/25/2021	\$668,257	\$0	\$668,257	\$0
Tier1	389	Big Bend Water Authority* 15052	DW/Plan/Des	Distribution (Water Main Improvements)	02/23/2022	06/23/2022	09/21/2022	\$36,000	\$0	\$36,000	\$0
Tier1	383	Sanford 59019	DW/Con	Treatment (Main WTP Improvements)	08/11/2021	12/09/2021	AWARDED 01/26/2022	\$6,457,000	\$0	\$6,457,000	\$0
Tier1	303	Hollywood 0604D	DW/Con	Treatment (DIW Pump Station & RO Effluent Removal)	08/11/2021	12/09/2021	AWARDED 11/23/2021	\$19,331,743	\$0	\$19,331,743	\$0
Tier1	178	Carrabelle* 19042	DW/Con	Distribution (Extend water to Lighthouse subd)	02/23/2022	06/23/2022	09/21/2022	\$1,320,000	\$0	\$1,320,000	\$0
Tier1	155	Palatka 54022	DW/Con	Distribution (Phase III Water Supply Upgrade)	11/10/2021	03/10/2022	AWARDED 01/26/2022	\$3,114,862	\$0	\$3,114,862	\$0
Tier1	133	Mascotte* 35121	DW/Des	Treatment (WTP Improvements Phase 1A)	02/23/2022	06/23/2022	09/21/2022	\$1,757,800	\$878,900	\$878,900	\$0
Tier1	100	Bonita Springs Utilities, Inc. 36071	DW/Con	Distribution (Meter Replacement)	11/10/2021	03/10/2022	06/08/2022	\$1,014,409	\$0	\$1,014,409	\$0
TOTAL AWARDED SEGMENTS:								\$29,634,701	\$0	\$29,634,701	\$0
TOTAL UNAWARDED SEGMENTS:								\$30,979,701	\$878,900	\$30,100,801	\$0
TOTALS:								\$60,614,402	\$878,900	\$59,735,502	\$0

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DRINKING WATER SRF PRIORITY LIST FY 2022
 FUNDABLE PORTION TIER 2 & 3

DRAFT FOR:02/23/2022

TIER	PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	AMOUNT TO BE REPAID	UNADOPTED FUNDS
Tier2	564	Opa-Locka* 13038	DW/Plan/Des	Distribution (Miami Gardens)	02/23/2022	06/23/2022	09/21/2022	\$152,600	\$76,300	\$76,300	\$0
Tier2	511	Mobile Manor, Inc* 36087	DW/Con	Distribution (Water Line and Meter Replacement)	08/11/2021	12/09/2021	AWARDED 02/03/2022	\$2,315,728	\$2,084,155	\$231,573	\$0
Tier3	483	American Beach Water and Sewer District* 45051	DW/Con	Distribution (Connecting to Existing Water System)	08/11/2021	12/09/2021	03/09/2022	\$2,523,500	\$2,064,825	\$458,675	\$0
Tier3	480	Fellsmere* 31031	DW/Con	Distribution (AMR Meter Replacement)	02/23/2022	06/23/2022	09/21/2022	\$605,981	\$545,383	\$60,598	\$0
Tier3	464	Opa-Locka* 13038	DW/Con	Distribution (Miami Gardens)	02/23/2022	06/23/2022	09/21/2022	\$1,581,996	\$1,423,796	\$158,200	\$0
Tier3	452	Arcadia* 14013	DW/Con	Distribution (Water System Improvements)	08/11/2021	12/09/2021	03/09/2022	\$6,135,100	\$2,250,000	\$3,885,100	\$0
Tier3	442	Eagle Lake* 53091	DW/Des	Treatment (Green Acres WTP Improvements)	02/23/2022	06/23/2022	09/21/2022	\$286,586	\$143,293	\$143,293	\$0
Tier3	439	Parker* 03072	DW/Con	Distribution (Water System Improvements)	08/11/2021	12/09/2021	03/09/2022	\$2,951,441	\$1,287,271	\$1,664,170	\$0
Tier3	436	Bellevue* 42077	DW/Con	Treatment (WTP#3 Upgrades Ph1)	02/23/2022	06/23/2022	09/21/2022	\$6,072,651	\$2,250,000	\$3,822,651	\$0
Tier3	422	Lake Wales 53037	DW/Con	Distribution (NW Water Main Extension)	02/23/2022	06/23/2022	09/21/2022	\$2,549,100	\$501,630	\$2,047,470	\$0
Tier3	421	Orange City* 64204	DW/Con	Treatment & Distributioo (Pipe Rehabilitation & Looping)	08/11/2021	12/09/2021	AWARDED 01/28/2022	\$17,250,898	\$2,250,000	\$15,000,898	\$0
Tier3	414	Stuart 43045	DW/Con	Treatment (RO WTP, WRF DIW Mod, RO Concentrate Pipe)	08/11/2021	12/09/2021	03/09/2022	\$17,319,799	\$893,319	\$16,426,480	\$0
Tier3	389	Big Bend Water Authority* 15052	DW/Des	Distribution (Water Distribution Replacement & Meters)	08/11/2021	12/09/2021	AWARDED 11/15/2021	\$333,526	\$166,763	\$166,763	\$0
Tier3	371	Bowling Green* 25028	DW/Plan	Distribution (Water main improvements Ph1)	02/23/2022	06/23/2022	09/21/2022	\$60,000	\$30,000	\$30,000	\$0
Tier3	364	Bonifay* 30014	DW/Con	Distribution (Water Distribution Replacement)	08/11/2021	12/09/2021	03/09/2022	\$2,804,503	\$2,236,374	\$568,129	\$0
Tier3	360	Holt Water Works, Inc.* 46032	DW/Des	Source, Treatment, Storage (Well, WTP and EST)	02/23/2022	06/23/2022	09/21/2022	\$525,000	\$262,500	\$262,500	\$0
Tier3	353	Mulberry* 53122	DW/Plan	Distribution (Water main improvements)	02/23/2022	06/23/2022	09/21/2022	\$67,000	\$33,500	\$33,500	\$0
Tier3	338	Springfield* 03051	DW/Con	Treatment (Water System Rehabilitation)	08/11/2021	12/09/2021	03/09/2022	\$2,038,000	\$1,236,633	\$801,367	\$0
Tier3	337	Gulf County 23022	DW/Con	Treatment (Booster Station)	02/23/2022	06/23/2022	09/21/2022	\$932,200	\$393,625	\$538,575	\$0

Tier3	320	Dania Beach 06123	DW/Con	Source (Capacity Purchase in C51 Reservoir)	08/11/2021	12/09/2021	03/09/2022	\$4,600,000	\$0	\$4,600,000	\$0
Tier3	320	Newberry 01081	DW/Plan	Storage (Water tank replacement)	02/23/2022	06/23/2022	09/21/2022	\$150,000	\$0	\$150,000	\$0
Tier3	318	Davenport* 53073	DW/Plan	Source (AWS Well)	02/23/2022	06/23/2022	09/21/2022	\$80,000	\$40,000	\$40,000	\$0
Tier3	300	Village of Tequesta 50270	DW/Con	Distribution (Water main replacement 1 & 4)	02/23/2022	06/23/2022	09/21/2022	\$2,631,932	\$0	\$2,631,932	\$0
Tier3	152	Palatka 54025	DW/Con	Treatment (Install Granular Activated Carbon Filter)	08/11/2021	12/09/2021	03/09/2022	\$1,470,000	\$0	\$1,470,000	\$0
Tier3	122	Okeechobee Utility Authority 47013	DW/Con	Distribution (AMI Meter Installation)	02/23/2022	06/23/2022	09/21/2022	\$2,318,844	\$457,796	\$1,861,048	\$0
Tier3	111	Pompano Beach 06248	DW/Con	Source (Capacity Purchase in C51 Reservoir)	02/23/2022	06/23/2022	09/21/2022	\$9,200,000	\$0	\$9,200,000	\$0
Tier3	100	Venice 58048	DW/Con	Treatment (WTP Switchgear Replacement)	08/11/2021	12/09/2021	AWARDED 01/14/2022	\$17,461,565	\$0	\$17,461,565	\$0
TOTAL AWARDED NEW PROJECTS:								\$37,361,717	\$4,500,918	\$32,860,799	\$0
TOTAL UNAWARDED NEW PROJECTS:								\$67,056,233	\$16,126,245	\$50,929,988	\$0
TOTALS:								\$104,417,950	\$20,627,163	\$83,790,787	\$0

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER SRF PRIORITY LIST FY 2022
WAITING PORTION

DRAFT FOR:02/23/2022

PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED UNFUNDED COST
421	Polk Regional Water Cooperative 53200	DW/Plan/Des	Source, Treatment, Distirbution (SE Wellfield, RO and Transmission)	\$7,046,516
303	Hollywood 0604D	DW/Con	Treatment (DIW Pump Station & RO Effluent Removal)	\$19,007,507
UNCOMMITTED WAITING PORTION TOTAL:				<hr/> \$26,054,023

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DRINKING WATER SRF PRIORITY LIST FY 2022 DRAFT FOR:02/23/2022
 PLANNING PORTION

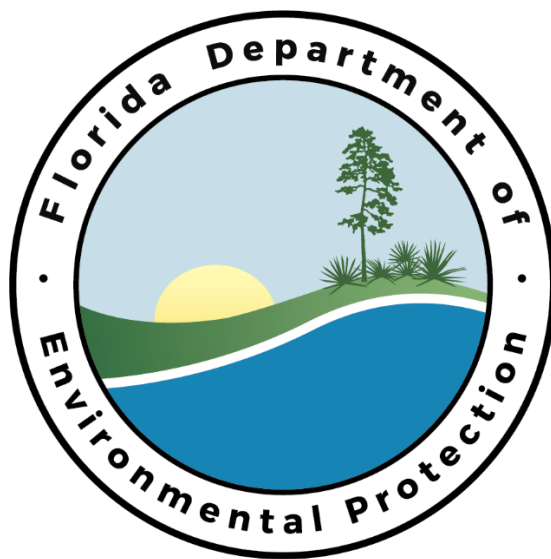
PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST
0	Hallandale Beach 06171	DW/Con	Treatment (Disinfection System Improvements)	\$750,000
100	Lake Wales 53037	DW/Con	Distribution (Pipe Replacement and NW Line Extension)	\$2,153,950
410	Palm Bay 05077	DW/Con	Construction	\$6,858,000
348	Riverwood CDD* 08050	DW/Con	Distribution (Water Main Line Installation)	\$762,000
PLANNING PORTION TOTAL:				\$10,523,950

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING LOAN PROGRAM
FOR
DRINKING WATER FACILITIES**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL.....	1
(2) COMPLETING THE APPLICATION	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE.....	1
(3) PRIMARY CONTACT.....	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES.....	2
(2) SCHEDULE.....	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES.....	2
(2) SCHEDULE.....	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS.....	3
(5) ACTUAL AND PROJECTED REVENUES	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE.....	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION.....	4
(2) ASSURANCES.....	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE.....	9
LIST OF ATTACHMENTS	10

LOAN APPLICATION

- (1) **SUBMITTAL.** Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.
- (2) **COMPLETING THE APPLICATION.**
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) **ASSISTANCE.** Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) **PROJECT SPONSOR** Okeechobee Utility Authority
Federal Employer Identification Number 65-0596617
DUNS Number 076033687
- (2) **AUTHORIZED REPRESENTATIVE** (person authorized to sign or attest loan documents).
Name John Creasman Title Chairperson
Telephone (863) 763-9460 Email jcreasman@ousfl.com
Mailing Address 100 SW 5th Avenue, Okeechobee, FL 34974
- (3) **PRIMARY CONTACT** (person to answer questions regarding this application).
Name John Hayford, PE Title Executive Director
Telephone (863) 763-9460 Email jhayford@ouafl.com
Employer Okeechobee Utility Authority
Mailing Address 100 SW 5th Avenue, Okeechobee, FL 34974
- (4) **ADDITIONAL CONTACTS.** If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* _____).
Name _____ Title _____
Telephone _____ Email _____
Employer _____
Mailing Address _____
- (5) **PROJECT NUMBER** (listed on the Department's priority list). DW47013
- (6) **INTERIM FINANCING.** A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? Yes No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment # _____)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (Attachment # _____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? Yes No. If “No”, please explain. (Attachment # _____)
- (2) **SCHEDULE.**
 - (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	
Engineering design	
Certification of site availability	
Permitting	
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (Attachment # _____) Yes No
- (c) Is this a design/build project? Yes No
- (3) **COST.** Is the cost information submitted for the planning or design loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # _____) Note that the disburseable amount will be limited to the priority list amount. Yes No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

- (1) **ACTIVITIES.**
 - (a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (Attachment # 1).

Are these contracts the same as those scheduled on the <i>Request for Inclusion Form</i> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

 If “No”, please explain. (Attachment # _____)
 - (b) Have any of the contracts been bid? Yes No

If “Yes”, indicate which contracts have been bid. (Attachment # _____)
 - (c) Was planning or design for this project financed in another SRF loan? Yes No

If “Yes”, give the SRF loan number. _____
 - (d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No

If “Yes”, attach a copy of the Department letter accepting the interlocal agreement. (Attachment # _____)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? Yes No

If "No", please explain (*Attachment #*_____).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 8/1/2022
- (b) Anticipated completion of all construction contracts. 8/1/2023

- (3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____). Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$2,218,844

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 10 (years)

Over how many years would you like to amortize the loan? 10 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Utility Fund Revenues.
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 110% (coverage percentage)

- (d) Is any other financial assistance being applied to this project? Yes No

If "Yes", please list. (*Attachment #2*)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.

- (4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #3*).
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #4*).
 - (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment # _____*).
- (5) ACTUAL AND PROJECTED REVENUES.
- (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #5*) The opinion must address the following:
- (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.
 - (b) Assurances for other projects. Please note that Florida Statutes are available at <http://www.leg.state.fl.us>. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.
 - 1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 - 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 - 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 - 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____ John Creasman
(signature) *(name typed or printed)*

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continue at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	Refunding Revenue Note, 2020B	Improvement Revenue Note, Series2020A	
Coverage	<u>110</u> %	<u>110</u> %	_____ %
Insured?	<u>X</u> Yes _____ No	<u>X</u> Yes _____ No	_____ Yes _____ No

Fiscal Year	<u>Annual Debt Service (Principal Plus Interest)</u>			<u>Total Debt Service</u>	<u>Total Debt Service Incl. Coverage</u>
	#1	#2	#3		
2021	\$334,756	\$1,405,685	\$	\$1,740,441	\$1,914,485
2022	\$336,681	\$1,406,665	\$	\$1,743,346	\$1,917,681
2023	\$338,453	\$1,407,216	\$	\$1,745,669	\$1,920,236
2024	\$345,121	\$1,407,338	\$	\$1,752,459	\$1,927,705
2025	\$351,636	\$1,407,338	\$	\$1,758,974	\$1,934,871
2026	\$1,027,844	\$706,265	\$	\$1,734,109	\$1,907,520
2027	\$1,703,244	\$	\$	\$1,703,244	\$1,873,568
2028	\$1,721,059	\$	\$	\$1,721,059	\$1,893,165
2029	\$1,727,798	\$	\$	\$1,727,798	\$1,900,578
2030	\$1,733,768	\$	\$	\$1,733,768	\$1,907,145
2031	\$873,866	\$	\$	\$873,866	\$ 961,253
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>Year 2020</u>	<u>Year 2021</u>
(a) Operating Revenues (Source)		
<u>Charge for Service</u>	<u>10,446,499</u>	<u>11,135,246</u>
<u>Penalties & late charges</u>	<u>82,542</u>	<u>121,010</u>
(b) Interest Income	<u>199,322</u>	<u>47,914</u>
(c) Other Income or Revenue (Identify)		
_____	_____	_____
_____	_____	_____
(d) Total Revenues	<u>10,728,363</u>	<u>11,304,170</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>6,642,621</u>	<u>5,909,046</u>
(f) Net Revenues [(f) = (d) – (e)]	<u>4,085,742</u>	<u>5,395,124</u>
(g) Debt Service (including any required coverage)	<u>1,734,303</u>	<u>1,914,485</u>
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (<i>Attachment #</i> <u>7</u>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment #</i> <u> </u>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment #</i> <u> </u>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continue for at least three additional years. Attach a separate page for previous State Revolving Fund loans.

	<u>Year</u> <u>2022</u>	<u>Year</u> <u>2023</u>	<u>Year</u> <u>2024</u>	<u>Year</u> <u>2025</u>	<u>Year</u> <u>2026</u>
(a) Operating Revenue	<u>11,019,556</u>	<u>11,619,356</u>	<u>12,316,517</u>	<u>12,932,343</u>	<u>13,578,960</u>
(b) Interest Income	<u>35,641</u>	<u>16,025</u>	<u>20,000</u>	<u>22,000</u>	<u>22,000</u>
(c) Other Income or Revenue (identify)					
Penalties & late charges		129,291	130,000	130,000	130,000
	<u>128,863</u>				
(d) Total Revenues	<u>11,184,060</u>	<u>11,764,672</u>	<u>12,166,517</u>	<u>12,780,343</u>	<u>13,426,960</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>7,982,583</u>	<u>8,584,788</u>	<u>9,014,027</u>	<u>9,464,728</u>	<u>10,037,964</u>
(f) Net Revenues (f = d - e)	<u>3,201,477</u>	<u>3,179,884</u>	<u>3,152,490</u>	<u>3,315,615</u>	<u>3,388,996</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>1,917,681</u>	<u>1,920,236</u>	<u>1,927,705</u>	<u>1,934,871</u>	<u>1,907,520</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>785,292</u>	<u>785,292</u>	<u>785,292</u>	<u>785,292</u>	<u>785,292</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>498,504</u>	<u>474,356</u>	<u>439,493</u>	<u>595,452</u>	<u>696,184</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #9</i>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information in the planning documents?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “No”, please explain. (<i>Attachment #</i> _____)					

ATTACHMENT #1
PROJECT DESCRIPTION

Project Description and Need

Okeechobee Utility Authority (OUA) plans to install an Advance Metering Information (AMI) System on potable water meters throughout OUA's water system. The AMI system will include approximately 9,000 5/8" x3/4" through 1" water meters to serve OUA customers within OUA's service area. The project will also include the items listed below.

The AMI system will include:

- Water Meters.
- Radio transponders with two-way communication (MIU).
- A fixed base data collection system to collect reading and other information from the meter modules and transmit to a central location.
- Server, local or remote, to receive and host, and software to interface with OUA's customer billing system.
- Equipment, training and implementation to migrate from the current system to the fixed base system.
- Software – One (1) complete system including installation, data conversion, and training.
- First Year Software Maintenance & Support.

OUA will support the installation of the interconnects within its existing water rate schedule. The project cost for the proposed facilities is estimated at \$3,230,000 and is requesting an initial \$2,218,844 loan from the Florida Department of Environmental Protection State Revolving Fund Program to fund the project.

An AMI system will allow for remote collection of customer consumption data, improving data collection at inaccessible or hazardous locations, improved data manipulation for early detection of leaks and meter tampering and/or meter misreads. Remote meter reading provides reduction in OUA's cost per meter read by reducing the labor and vehicle costs required to manually read meters and disconnect and reconnect of service, reduction in leak write-offs or credits issued to customers due to advanced notification of leaks or excessive usage, and enhanced maintenance operations with integration of meter alerts.

Customer support is also enhanced with online access to detailed and up to date water usage and bill calculations providing the ability to identify leaks or excessive usage, ability to set usage or spending goals and track budget, email or text notifications, ability to set out of town alerts and receive email notification of unauthorized usage or damaged fixtures within the home, and an online message center providing information about all meter alerts and messages. Utilities typically realize cost savings from reduced billing complaints and cost of dispute resolution. The system should eliminate field verifications for customer complaints, missed meter reads, and final meter reads associated with start and stop of services.

PWS ID: 4470257

SAMPLE LEGAL OPINION

Date

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: Project No. DW47013 – Okeechobee Utility Authority
Advanced Metering Information (AMI) Program

Dear Ms. Knecht:

I am the duly appointed Attorney for the Okeechobee Utility Authority. The Okeechobee Utility Authority proposes to borrow \$2,318,844 from the State Revolving Fund for construction of AMI Metering Program. The loan will be secured by the net revenues of the Authority's water system and the pledged revenues are legally available to pledge. The Okeechobee Utility Authority has the legal authority to increase rates to ensure repayment of the loan.

The pledge on revenues is subject to a prior lien with the following issues:

- (1) Okeechobee Utility Authority, Florida, Water and Sewer System Revenue Bonds, Series 2020A..
- (2) Okeechobee Utility Authority, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2020B.

Sincerely,

Name

Note: Actual revenues to be pledged to secure loan should be clearly identified.
Please state if there are no prior liens against the pledged revenues.

RESOLUTION 22-02

“A RESOLUTION OF OKEECHOBEE UTILITY AUTHORITY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW47013 as eligible for available funding; and

WHEREAS; the Okeechobee Utility Authority, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The Okeechobee Utility Authority, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water system revenues after payment of debt service on the Okeechobee Utility Authority's Series 2020A Water System Revenue Bonds and the Series 2020B Water System Refunding Revenue Bonds.

SECTION IV. The Okeechobee Utility Authority's Executive Director is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Chairperson is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Chairperson is authorized to represent the Okeechobee Utility Authority in carrying out the Okeechobee Utility Authority's responsibilities under the loan agreement. The Chairperson is authorized to delegate responsibility to appropriate Okeechobee

Utility Authority staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is _____, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ Day of _____ [month], _____ [year].

ATTEST

APPROVED AS TO FORM AND
LEGALITY

Executive Director
John F. Hayford

Okeechobee Utility Authority Attorney
Tom Conely

Chairperson
John R. Creasman

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

JUNE 16, 2022

SE 2 PARCEL PURCHASE

OUA staff contacted the sales agent for the SE 2 parcel. Staff extended to the agent the recent appraisal and a verbal offer of \$72,500 which was based upon the appraisal and direction provided at the May 2022 OUA Board meeting.

After several days, OUA contacted the agent and she stated the offer was too low. OUA staff raised the offer to a \$75,000 cash deal with immediate closing. If this offer was found to be unacceptable, a counter offer was requested.

On June 8th, the agent called and said the owner was taking the parcel off the market and there would be no counter offer. I reminded the agent of the \$80,000 offer and she had no comment.

At this point, no further action has been taken.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

JUNE 16, 2022

110 SW 5th AVENUE BUILDING PURCHASE

The sale property was inspected by Up Close Property Inspections and an inspection report is attached for review.

Additionally, both the owner and purchaser have signed a sales agreement which is subject to OUA Board approval and is also included for review.

Based upon review, questions/answers and general discussions, should the OUA Board deem this purchase is advantageous to the OUA, then staff request approval of the Sales Agreement and authorize staff and the OUA Board Chairperson to execute all documents pertaining to the purchase of 110 SW 5th Avenue.



Inspection Report

John Hayford

Property Address:
110 SW 5th Ave
Okeechobee FL 34974



Up Close Property Inspections LLC

Andy Kassella HI10578
13780 SE 46th ST.
Okeechobee, FL 34974
863-634-7849

Table of Contents

[Cover Page.....1](#)

[Table of Contents.....2](#)

[Intro Page3](#)

[1 Roofing.....4](#)

[2 Exterior.....6](#)

[3 Interiors8](#)

[4 Structural Components9](#)

[5 Plumbing System12](#)

[6 Electrical System17](#)

[7 Heating / Central Air Conditioning.....26](#)

[8 Insulation and Ventilation.....32](#)

[General Summary.....33](#)

[Invoice.....48](#)

[Attachments49](#)

Date: 6/2/2022	Time: 08:30 AM	Report ID: 11005312022
Property: 110 SW 5th Ave Okeechobee FL 34974	Customer: John Hayford	Real Estate Professional:

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI) = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

Repair or Replace (RR) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

This building is older than 50 years and the home inspector considers this while inspecting. It is common to have areas that no longer comply with current code. This is not a new build and it cannot be expected to meet current code standards. While this inspection makes every effort to point out safety issues, it does not inspect for code. It is common that buildings of any age will have had repairs performed and some repairs may not be in a workmanlike manner. Some areas may appear less than standard. This inspection looks for items that are not functioning as intended. It does not grade the repair. It is common to see old plumbing or mixed materials. Sometimes water signs in crawlspaces or basements could be years old from a problem that no longer exists. Or, it may still need further attention and repair. Determining this can be difficult on an older building. Sometimes in older structures there are signs of damage to wood from wood eating insects. Having this is typical and fairly common. If the home inspection reveals signs of damage you should have a pest control company inspect further for activity and possible hidden damage. The home inspection does not look for possible manufacturer re-calls on components that could be in this home. Always consider hiring the appropriate expert for any repairs or further inspection.

Standards of Practice:

INACHI National Association of Certified
Home Inspectors

In Attendance:

Customer

Type of building:

1 story

Approximate age of building:

60 yrs

Temperature:

Over 65 (F) = 18 (C)

Weather:

Clear

Ground/Soil surface condition:

Damp

Rain in last 3 days:

Yes

Radon Test:

No

Water Test:

No

1. Roofing

The home inspector shall observe: Roof covering; Roof drainage systems; Flashings; Skylights, chimneys, and roof penetrations; and Signs of leaks or abnormal condensation on building components. The home inspector shall: Describe the type of roof covering materials; and Report the methods used to observe the roofing. The home inspector is not required to: Walk on the roofing; or Observe attached accessories including but not limited to solar systems, antennae, and lightning arrestors.

		IN	NI	NP	RR	Styles & Materials
1.0	Roof Coverings				•	Roof Covering: Metal
1.1	Flashings	•				Viewed roof covering from: Walked roof
1.2	Skylights, Chimneys and Roof Penetrations	•				Sky Light(s): None
1.3	Roof Drainage Systems			•		Chimney (exterior): N/A

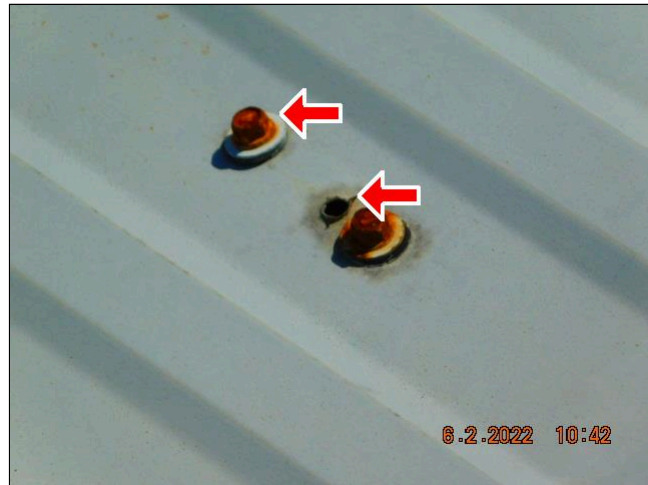
IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

Comments:

1.0 The roof covering fasteners are rusting at the "entire roof". This area will need periodical maintenance. A qualified contractor should inspect and repair as needed.



1.0 Item 1(Picture)



1.0 Item 2(Picture)



1.0 Item 3(Picture)



1.0 Item 4(Picture)

The roof of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

2. Exterior



The home inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Garage door operators; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building. The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected. The home inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

		IN	NI	NP	RR	Styles & Materials
2.0	Wall Cladding Flashing and Trim				•	Siding Style: Cement stucco
2.1	Doors (Exterior)	•				Siding Material: Masonry
2.2	Windows	•				Appurtenance: Sidewalk
2.3	Decks, Balconies, Stoops, Steps, Areaways, Porches, Patio/Cover and Applicable Railings	•				
2.4	Vegetation, Grading, Drainage, Driveways, Patio Floor, Walkways and Retaining Walls (With respect to their effect on the condition of the building)				•	
2.5	Eaves, Soffits and Fascias	•				

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

IN NI NP RR

Comments:

2.0 The Wood siding at the front and rear of building is deteriorated. Further deterioration can occur if not corrected. A qualified contractor should inspect and repair as needed.



2.0 Item 1(Picture)



2.0 Item 2(Picture)

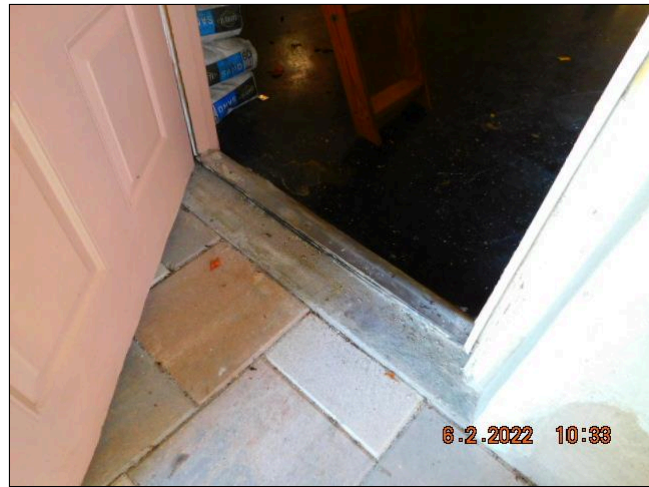


2.0 Item 3(Picture)

2.1 The main entry door at the rear of building has some "home-made" weather-stripping, indicating the seals possibly leak.. This is a maintenance issue and is for your information. A qualified person should repair or replace as needed.



2.1 Item 1(Picture)



2.1 Item 2(Picture)

2.4 The vegetation/ tree limbs that are in contact with or hanging near roof and walls should be trimmed.



2.4 Item 1(Picture)



2.4 Item 2(Picture)

The exterior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

3. Interiors

The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

		IN	NI	NP	RR	Styles & Materials
3.0	Ceilings	•				Wall Material: Gypsum Board Plaster Unfinished
3.1	Walls	•				Floor Covering(s): Laminated T&G Unfinished
3.2	Floors	•				Interior Doors: Hollow core Window Types: AGED Single-hung Single pane Window Manufacturer: UNKNOWN Cabinetry: Wood Countertop: Laminate

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

The interior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

4. Structural Components

The Home Inspector shall observe structural components including foundations, floors, walls, columns or piers, ceilings and roof. The home inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure. The home inspector shall: Probe structural components where deterioration is suspected; Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe under floor crawl spaces and attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the home inspector or other persons.

		IN	NI	NP	RR	Styles & Materials
4.0	Walls (Structural)	•				Floor Structure: Slab
4.1	Roof Structure and Attic				•	Wall Structure: Masonry Roof Structure: Engineered wood trusses Roof-Type: Gable Method used to observe attic: From entry Attic info: No Storage

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

Comments:

4.0 Structural crack in wall at left side (facing front). The appearance of settlement crack is not large enough for concern. I recommend a qualified person prep and paint.



4.0 Item 1(Picture)

4.1 (1) The entire roof system is lacking any longitudinal and diagonal bracing, and may require additional roof to wall attachment. Repairs are needed to maintain the stability of roof. Truss repairs should be approved by an engineer or qualified architect before performing the work involved.



4.1 Item 1(Picture)



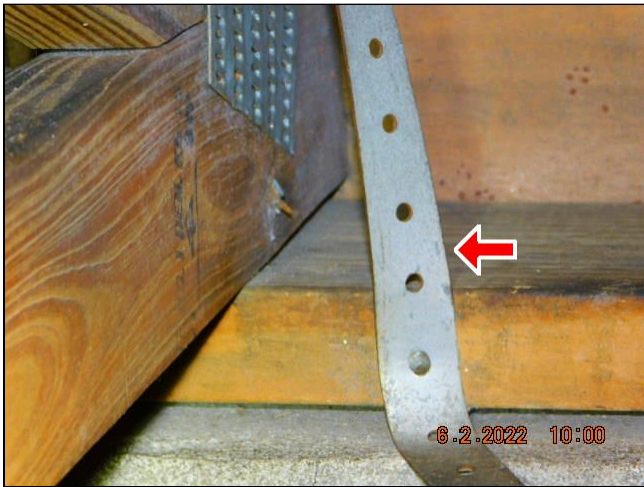
4.1 Item 2(Picture)



4.1 Item 3(Picture)



4.1 Item 4(Picture)



4.1 Item 5(Picture)

(2) Water signs are on plywood resulting from a roof leak found. Moisture Meter was used and readings were 18% or higher indicating a leak still exists. A qualified roofing contractor should inspect further and correct as needed.



4.1 Item 6(Picture)



4.1 Item 7(Picture)



4.1 Item 8(Picture)



4.1 Item 9(Picture)

The structure of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

5. Plumbing System

The home inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps. The home inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The home inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. The home inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

		IN	NI	NP	RR	Styles & Materials
5.0	Plumbing Drain, Waste and Vent Systems				•	Water Source: Public
5.1	Plumbing Water Supply, Distribution System and Fixtures				•	Water Filters: None
5.2	Hot Water Systems, Controls, Chimneys, Flues and Vents	•				Plumbing Water Supply (into home): Not visible
5.3	Main Water Shut-off Device (Describe location)	•				Plumbing Water Distribution (inside home): Copper CPVC Plumbing Waste: PVC Cast iron Water Heater Power Source: Electric Water Heater Capacity: 30 Gallon (small) Manufacturer: RELIANCE

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

Comments:

5.0 (1) The cast iron plumbing waste line does not extend out through the roof and does not have an air admittance valve in the attic. Repairs are needed. A qualified licensed plumber should repair or correct as needed.



5.0 Item 1(Picture)

(2) Because cast iron exists in the building, I would recommend a sewer scope inspection be done by a qualified plumber to verify condition of waste line.

5.1 The sink faucet is reversed (however labeled correctly) (hot is on cold side, cold is on hot side) at the utility sink . A qualified licensed plumber should repair or correct as needed.



5.1 Item 1(Picture)

5.2 (1) Inspected water temp.



5.2 Item 1(Picture)

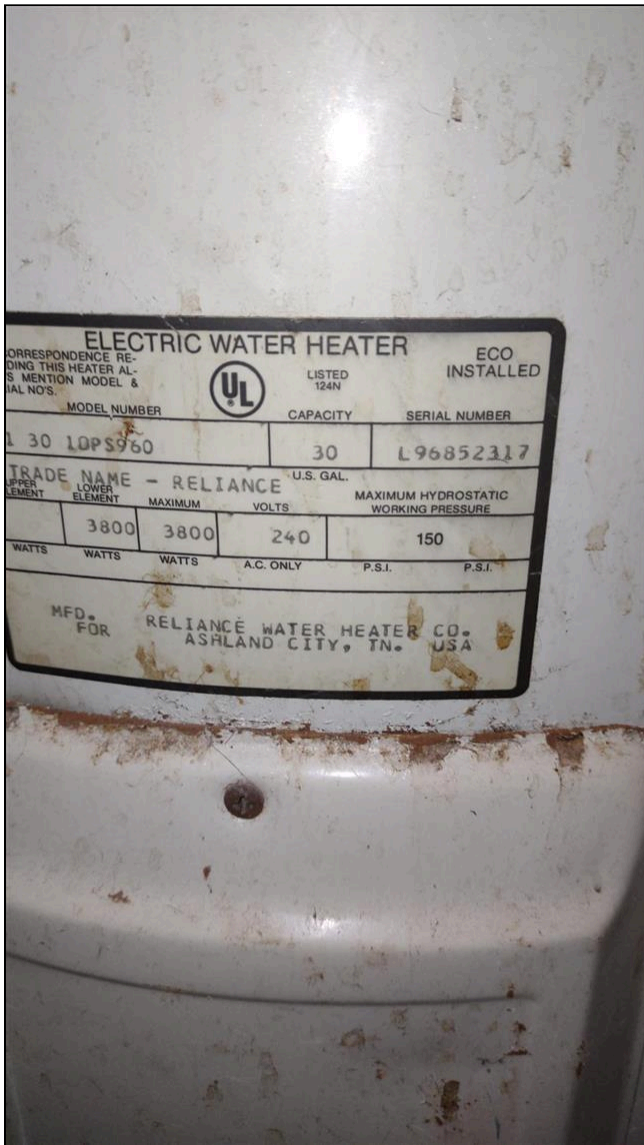
(2) The water heater is old, rusted and nearing the end of its life expectancy. No leaks at present. A replacement is likely needed. A qualified licensed plumber should repair or correct as needed.



5.2 Item 2(Picture)



5.2 Item 3(Picture)



5.2 Item 4(Picture)

5.3 The main shut off is located outside in the ground.

The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older homes with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant home waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

6. Electrical System

The home inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors. The home inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels. The home inspector shall report any observed aluminum branch circuit wiring. The home inspector shall report on presence or absence of smoke detectors, and operate their test function, if accessible, except when detectors are part of a central system. The home inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

		IN	NI	NP	RR	Styles & Materials
6.0	Service Entrance Conductors	•				Electrical Service Conductors: Overhead service Panel capacity: 60 AMP Panel Type: Circuit breakers Electric Panel Manufacturer: GENERAL SWITCH Branch wire 15 and 20 AMP: Copper Wiring Methods: Romex Conduit
6.1	Service and Grounding Equipment, Main Overcurrent Device, Main and Distribution Panels				•	
6.2	Branch Circuit Conductors, Overcurrent Devices and Compatability of their Amperage and Voltage	•				
6.3	Connected Devices and Fixtures (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls)				•	
6.4	Polarity and Grounding of Receptacles within 6 feet of interior plumbing fixtures, all receptacles in garage, carport and exterior walls of inspected structure				•	
6.5	Operation of GFCI (Ground Fault Circuit Interrupters)			•		
6.6	Operation of AFCI (Arc Fault Circuit Interrupters)			•		
6.7	Location of Main and Distribution Panels	•				
6.8	Smoke Detectors				•	
6.9	Carbon Monoxide Detectors			•		

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

IN NI NP RR

Comments:

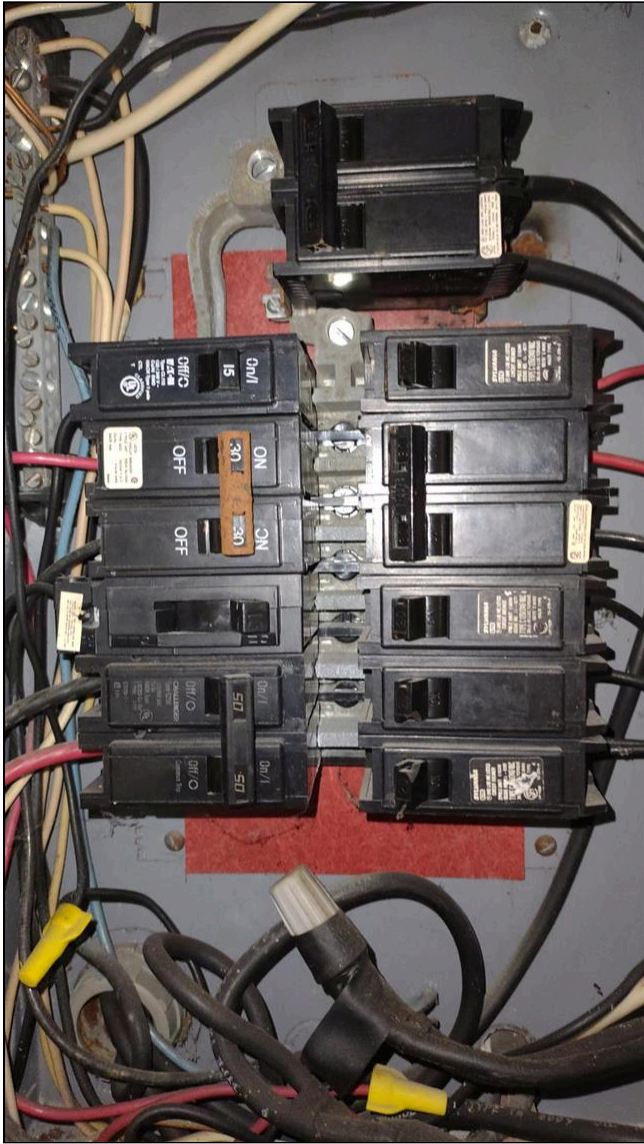
6.1 The problem(s) discovered in the panel such as breaker(s) are different brands, doubled wiring at circuit(s), and any other problems that an electrical contractor may discover while performing repairs need correcting. I recommend a licensed electrical contractor inspect further and correct as needed.



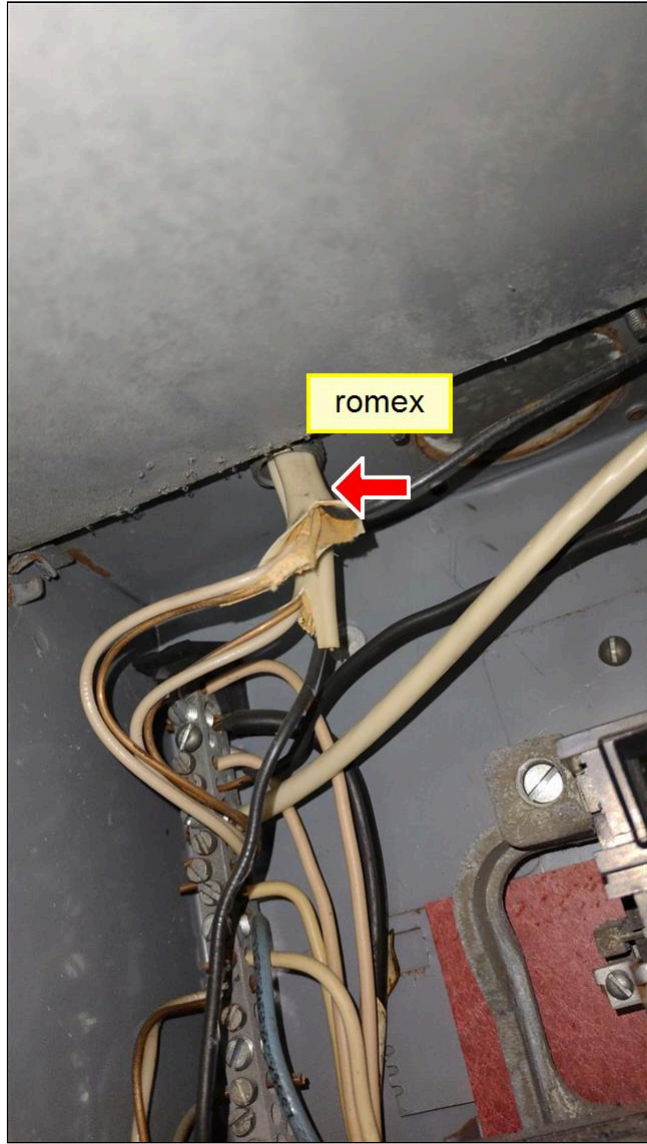
6.1 Item 1(Picture)



6.1 Item 2(Picture)



6.1 Item 3(Picture)

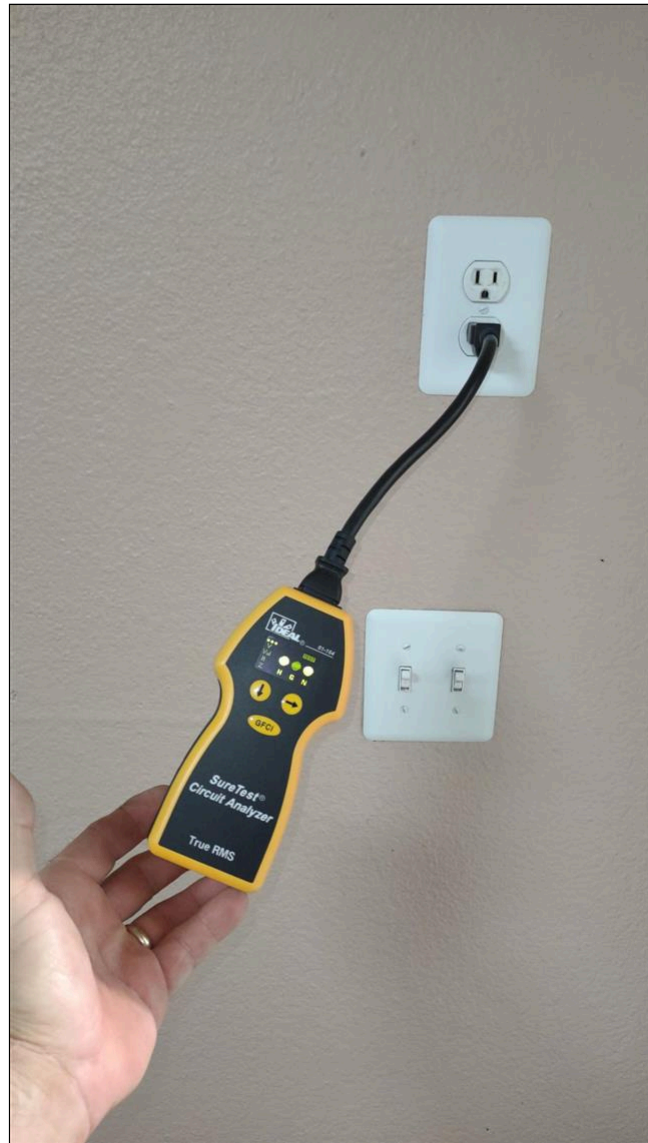


6.1 Item 4(Picture)

6.3 (1) At least two outlets are not grounded, and one with reversed polarity in the conference and reception area . Electrical issues are considered a hazard until repaired. A qualified licensed electrical contractor should perform repairs that involve wiring.



6.3 Item 1(Picture)



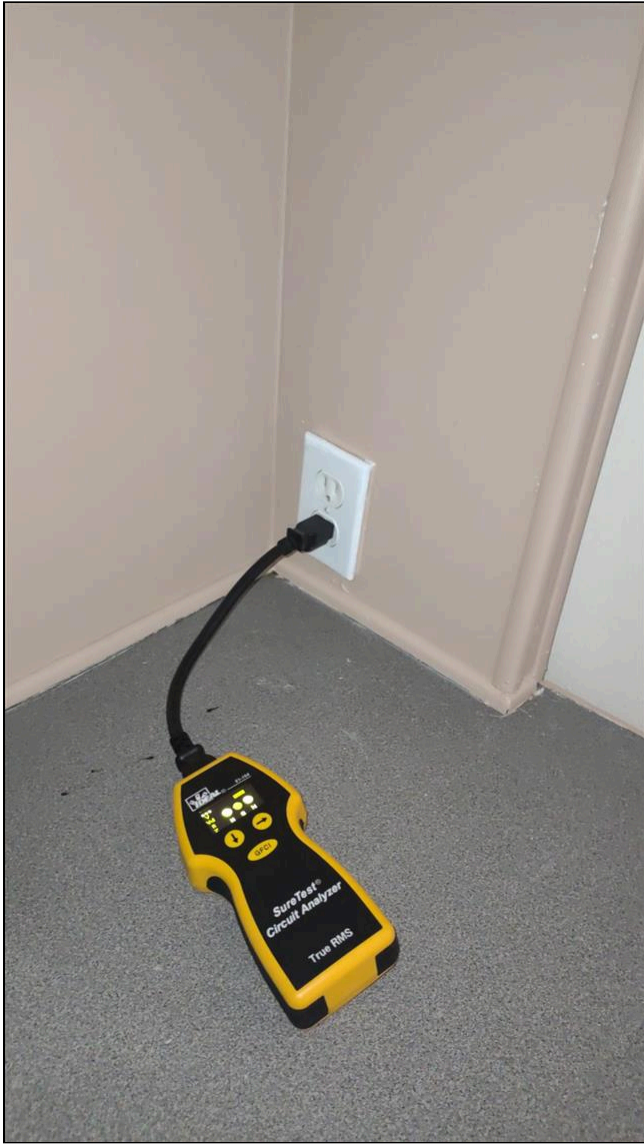
6.3 Item 2(Picture)



6.3 Item 3(Picture)



6.3 Item 4(Picture)



6.3 Item 5(Picture)

(2) Exposed wiring at the front entrance on wall. Electrical issues are considered a hazard until repaired. A qualified licensed electrical contractor should perform repairs that involve wiring.



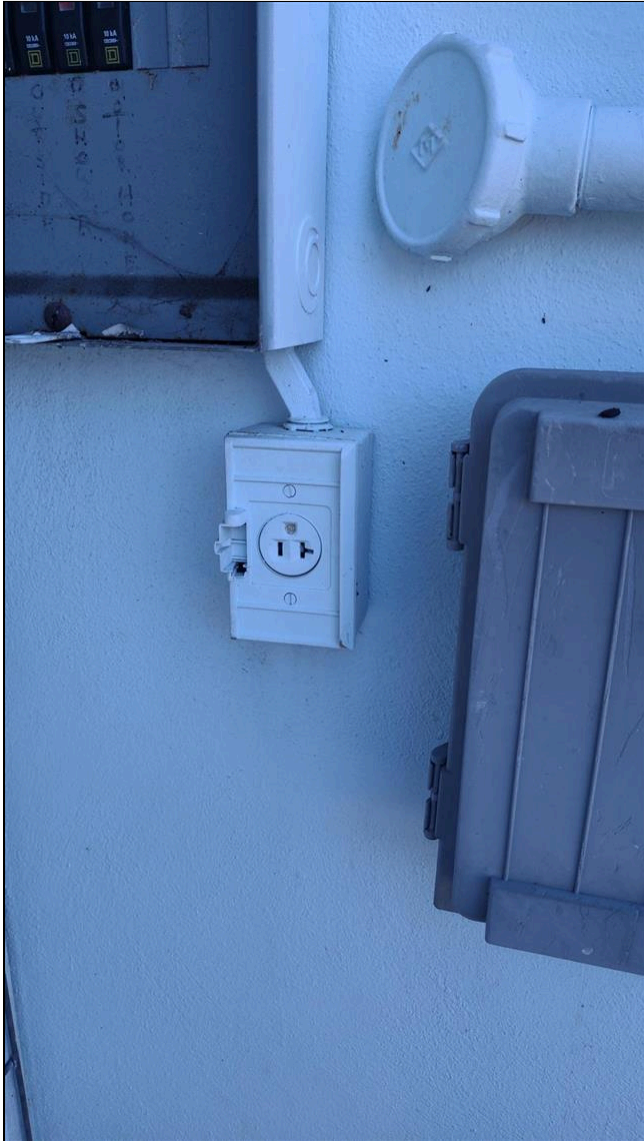
6.3 Item 6(Picture)

(3) One box needs a cover-plate in attic. Electrical issues are considered a hazard until repaired. I recommend a qualified licensed electrical contractor correct.



6.3 Item 7(Picture)

6.4 The exterior outlets at the rear of building are missing a cover. A qualified licensed electrical contractor should perform repairs that involve wiring.



6.4 Item 1(Picture)



6.4 Item 2(Picture)

6.7 The main panel box is located in the back room.



6.7 Item 1(Picture)

6.8 The smoke detector did not work and should be replaced at common hallway.



6.8 Item 1(Picture)

The electrical system of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

7. Heating / Central Air Conditioning

The home inspector shall observe permanently installed heating and cooling systems including: Heating equipment; Cooling Equipment that is central to home; Normal operating controls; Automatic safety controls; Chimneys, flues, and vents, where readily visible; Solid fuel heating devices; Heat distribution systems including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units, convectors; and the presence of an installed heat source in each room. The home inspector shall describe: Energy source; and Heating equipment and distribution type. The home inspector shall operate the systems using normal operating controls. The home inspector shall open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance. The home inspector is not required to: Operate heating systems when weather conditions or other circumstances may cause equipment damage; Operate automatic safety controls; Ignite or extinguish solid fuel fires; or Observe: The interior of flues; Fireplace insert flue connections; Humidifiers; Electronic air filters; or The uniformity or adequacy of heat supply to the various rooms.

		IN	NI	NP	RR	Styles & Materials
7.0	Heating Equipment	•				Heat Type: Heat Pump Forced Air (also provides cool air) Energy Source: Electric Number of Heat Systems (excluding wood): One Heat System Brand: GOODMAN Ductwork: Insulated Filter Type: Disposable Filter Size: 20x25 Cooling Equipment Type: Heat Pump Forced Air (also provides warm air) Cooling Equipment Energy Source: Electricity Central Air Manufacturer: TRANE Serial # : 2013 Number of AC Only Units: One
7.1	Normal Operating Controls	•				
7.2	Automatic Safety Controls			•		
7.3	Distribution Systems (including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units and convectors)	•				
7.4	Presence of Installed Heat Source in Each Room	•				
7.5	Cooling and Air Handler Equipment				•	
7.6	Normal Operating Controls	•				
7.7	Presence of Installed Cooling Source in Each Room	•				

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

Comments:

7.0 Heat system function that time of inspection.



7.0 Item 1(Picture)

7.1 Inspected.



7.1 Item 1(Picture)



7.1 Item 2(Picture)

7.5 (1) The ambient air test was performed by using IR thermometers on the air handler of Heat pump in cool mode to determine if the difference in temperatures of the supply and return air are between 14 degrees and 22 degrees which indicates that the unit is cooling as intended. The supply air temperature on your system read 67 degrees, and the return air temperature was 81 degrees. This indicates the range in temperature drop is normal.



7.5 Item 1(Picture)



7.5 Item 2(Picture)



7.5 Item 3(Picture)

(2) The foam sleeve on suction line is missing foam sleeve in area(s) at outside unit. Missing foam on suction line can cause energy loss and condensation. I recommend service or repair as needed.



7.5 Item 4(Picture)

The heating and cooling system of this home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed heat contractor would discover. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

8. Insulation and Ventilation

The home inspector shall observe: Insulation and vapor retarders in unfinished spaces; Ventilation of attics and foundation areas; Kitchen, bathroom, and laundry venting systems; and the operation of any readily accessible attic ventilation fan, and, when temperature permits, the operation of any readily accessible thermostatic control. The home inspector shall describe: Insulation in unfinished spaces; and Absence of insulation in unfinished space at conditioned surfaces. The home inspector shall: Move insulation where readily visible evidence indicates the need to do so; and Move insulation where chimneys penetrate roofs, where plumbing drain/waste pipes penetrate floors, adjacent to earth filled stoops or porches, and at exterior doors. The home inspector is not required to report on: Concealed insulation and vapor retarders; or Venting equipment that is integral with household appliances.

		IN	NI	NP	RR	Styles & Materials
8.0	Insulation in Attic			•		Attic Insulation: None
8.1	Ventilation of Attic and Foundation Areas			•		Ventilation: None found
8.2	Venting Systems (Kitchens, Baths and Laundry)			•		Exhaust Fans: None
8.3	Ventilation Fans and Thermostatic Controls in Attic			•		Dryer Power Source: None Dryer Vent: None Floor System Insulation: NONE

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

Comments:

8.0 No insulation in newer attic space.



8.0 Item 1(Picture)

8.1 Roof Ventilation was not added when the most recent roof and covering was installed. I recommend increasing the ventilation to promote life expectancy of covering.

The insulation and ventilation of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Venting of exhaust fans or clothes dryer cannot be fully inspected and bends or obstructions can occur without being accessible or visible (behind wall and ceiling coverings). Only insulation that is visible was inspected. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

General Summary



Up Close Property Inspections LLC

13780 SE 46th ST.
Okeechobee, FL 34974
863-634-7849

Customer
John Hayford

Address
110 SW 5th Ave
Okeechobee FL 34974

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

1. Roofing

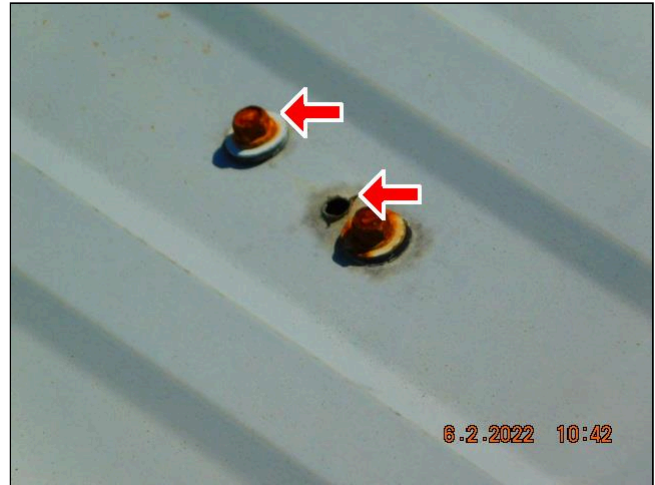
1.0 Roof Coverings

Repair or Replace

The roof covering fasteners are rusting at the "entire roof". This area will need periodical maintenance. A qualified contractor should inspect and repair as needed.



1.0 Item 1(Picture)



1.0 Item 2(Picture)



1.0 Item 3(Picture)



1.0 Item 4(Picture)

2. Exterior



2.0 Wall Cladding Flashing and Trim

Repair or Replace

The Wood siding at the front and rear of building is deteriorated. Further deterioration can occur if not corrected. A qualified contractor should inspect and repair as needed.



2.0 Item 1(Picture)



2.0 Item 2(Picture)

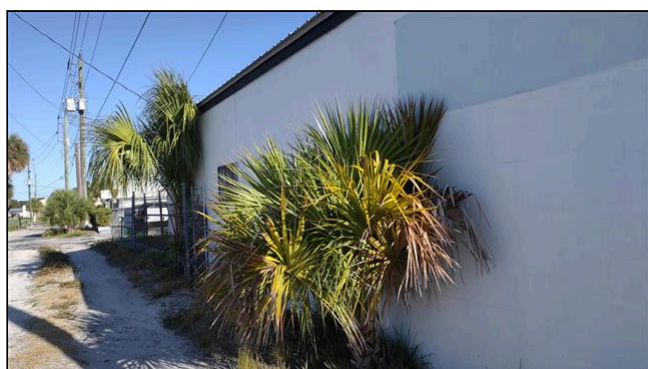


2.0 Item 3(Picture)

2.4 Vegetation, Grading, Drainage, Driveways, Patio Floor, Walkways and Retaining Walls (With respect to their effect on the condition of the building)

Repair or Replace

The vegetation/ tree limbs that are in contact with or hanging near roof and walls should be trimmed.



2.4 Item 1(Picture)



2.4 Item 2(Picture)

4. Structural Components

4.1 Roof Structure and Attic

Repair or Replace

(1) The entire roof system is lacking any longitudinal and diagonal bracing, and may require additional roof to wall attachment. Repairs are needed to maintain the stability of roof. Truss repairs should be approved by an engineer or qualified architect before performing the work involved.



4.1 Item 1(Picture)



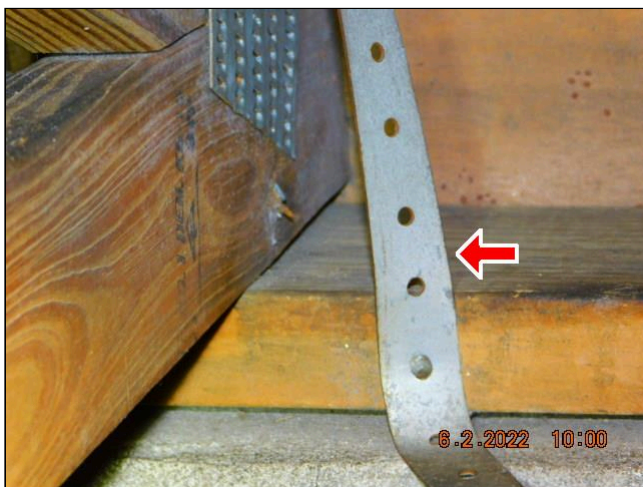
4.1 Item 2(Picture)



4.1 Item 3(Picture)



4.1 Item 4(Picture)

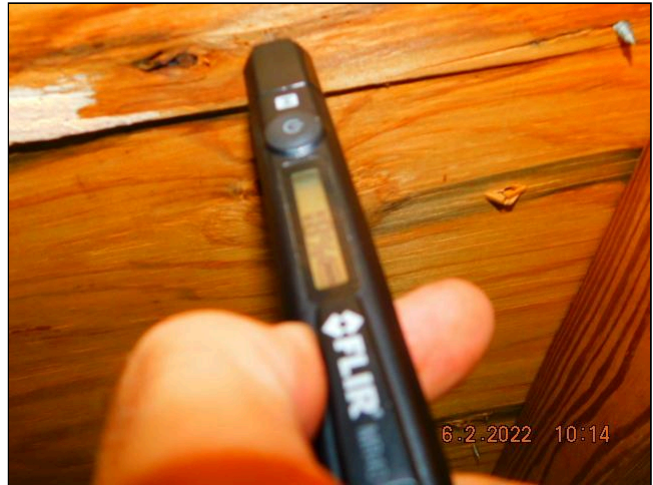


4.1 Item 5(Picture)

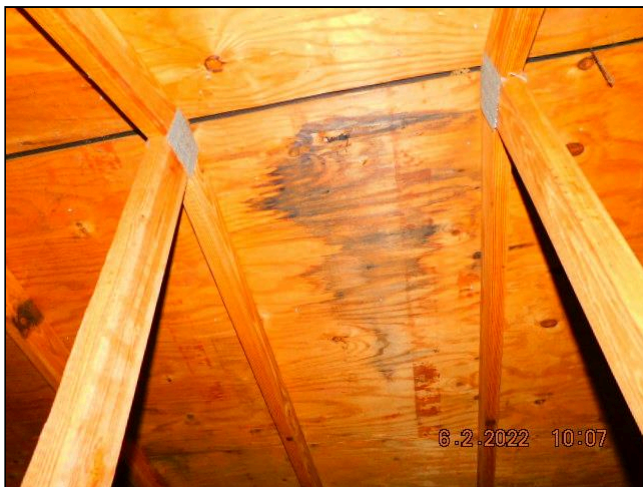
(2) Water signs are on plywood resulting from a roof leak found. Moisture Meter was used and readings were 18% or higher indicating a leak still exists. A qualified roofing contractor should inspect further and correct as needed.



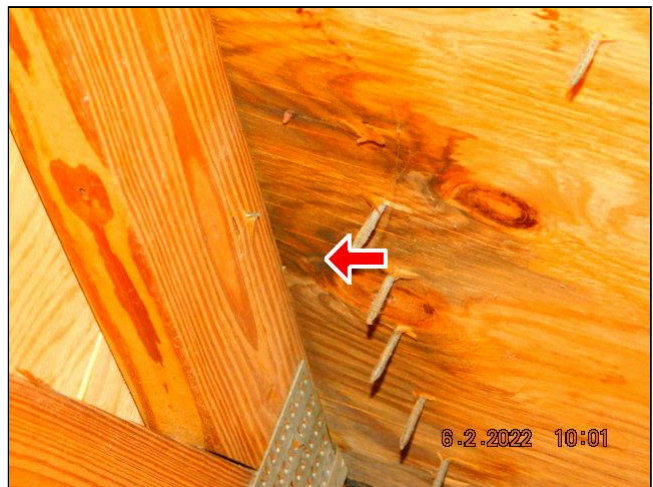
4.1 Item 6(Picture)



4.1 Item 7(Picture)



4.1 Item 8(Picture)



4.1 Item 9(Picture)

5. Plumbing System

5.0 Plumbing Drain, Waste and Vent Systems

Repair or Replace

(1) The cast iron plumbing waste line does not extend out through the roof and does not have an air admittance valve in the attic. Repairs are needed. A qualified licensed plumber should repair or correct as needed.



5.0 Item 1(Picture)

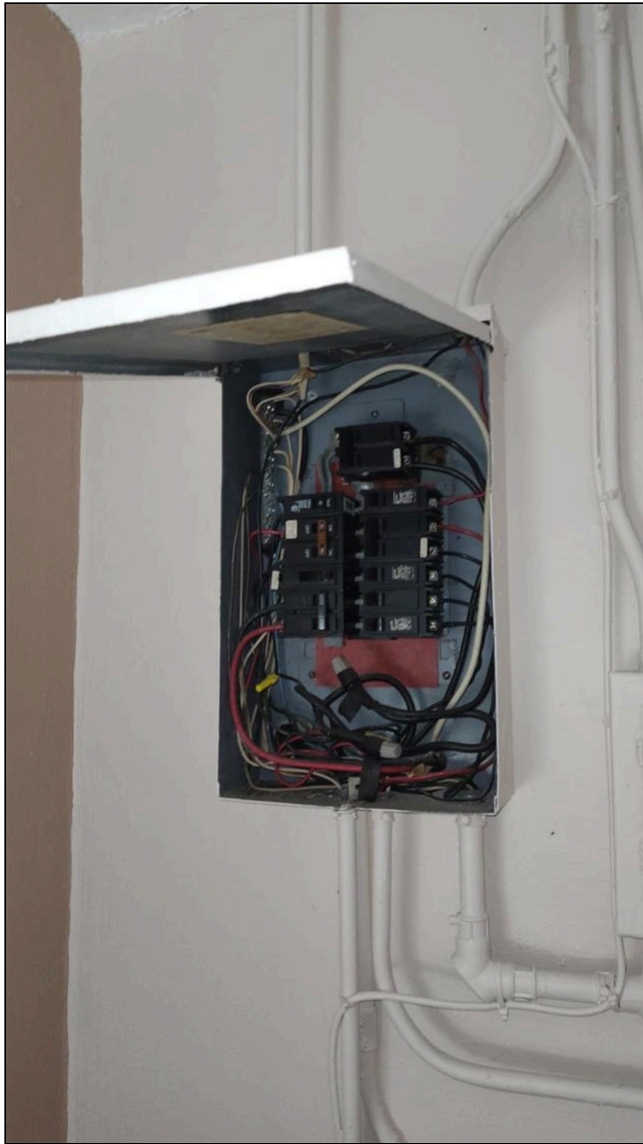
(2) Because cast iron exists in the building, I would recommend a sewer scope inspection be done by a qualified plumber to verify condition of waste line.

6. Electrical System

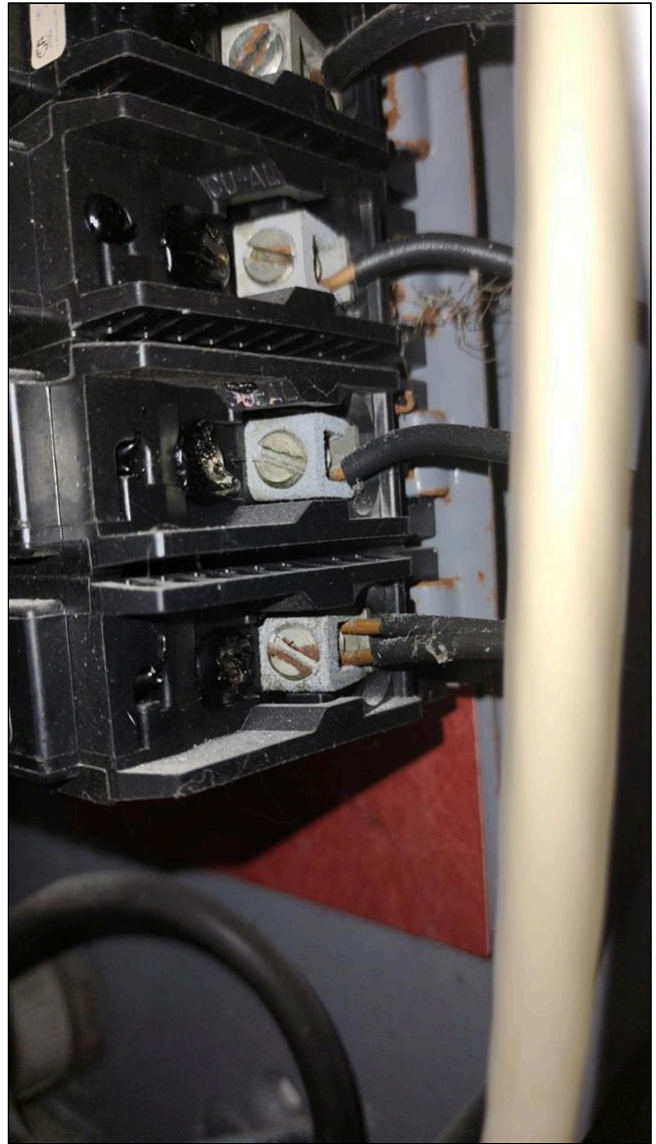
6.1 Service and Grounding Equipment, Main Overcurrent Device, Main and Distribution Panels

Repair or Replace

The problem(s) discovered in the panel such as breaker(s) are different brands, doubled wiring at circuit(s), and any other problems that an electrical contractor may discover while performing repairs need correcting. I recommend a licensed electrical contractor inspect further and correct as needed.



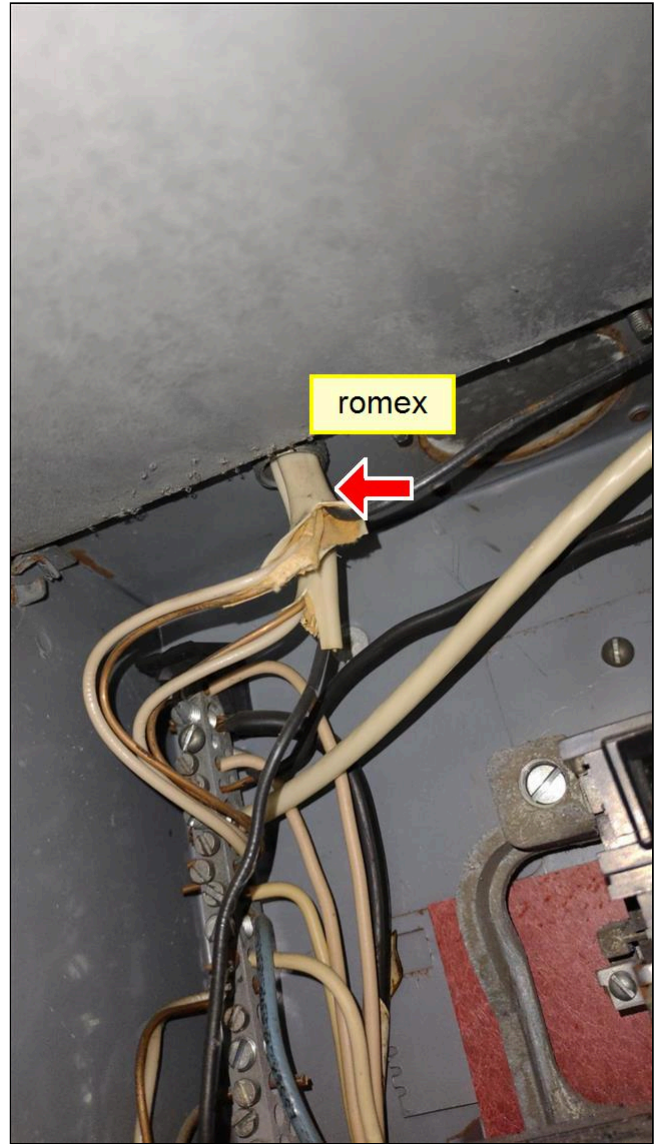
6.1 Item 1(Picture)



6.1 Item 2(Picture)



6.1 Item 3(Picture)



6.1 Item 4(Picture)

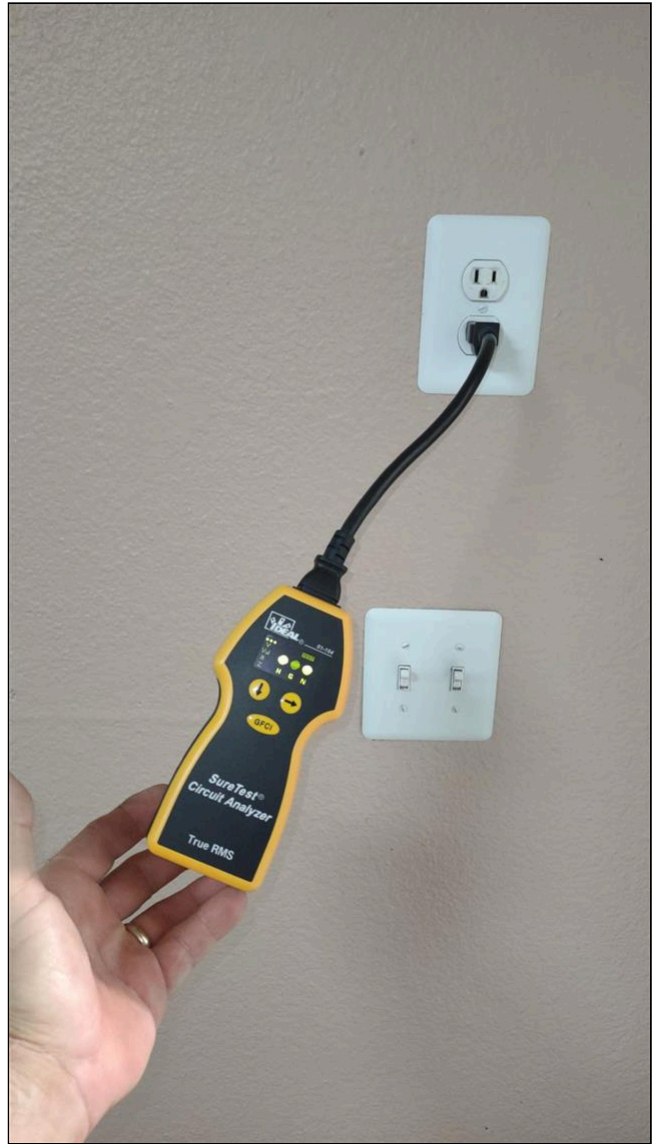
6.3 Connected Devices and Fixtures (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls)

Repair or Replace

(1) At least two outlets are not grounded, and one with reversed polarity in the conference and reception area . Electrical issues are considered a hazard until repaired. A qualified licensed electrical contractor should perform repairs that involve wiring.



6.3 Item 1(Picture)



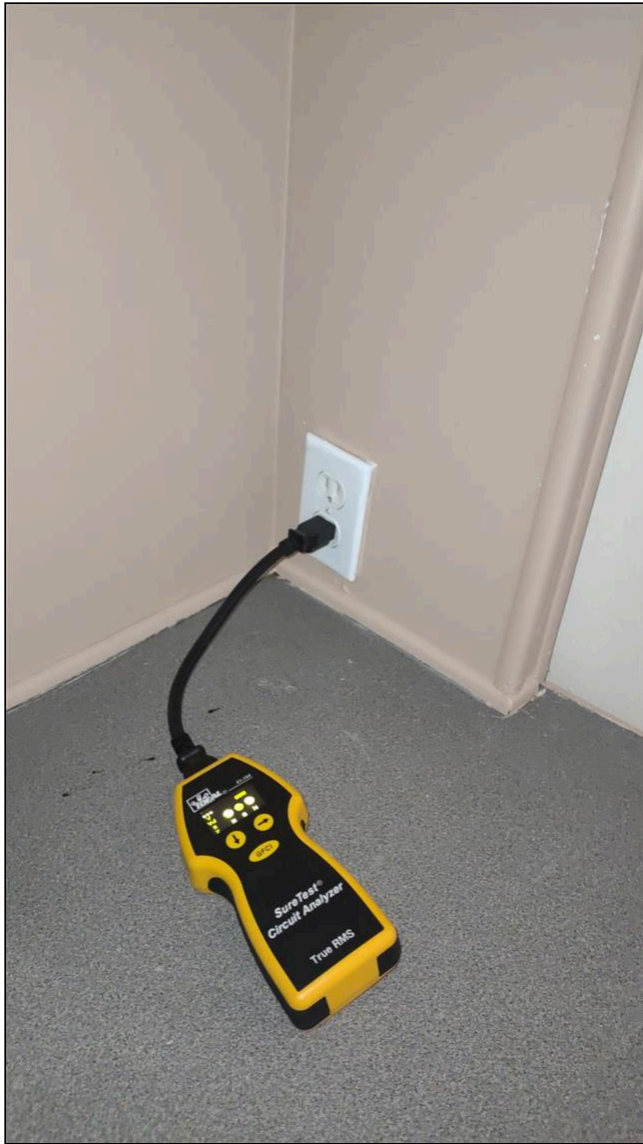
6.3 Item 2(Picture)



6.3 Item 3(Picture)



6.3 Item 4(Picture)



6.3 Item 5(Picture)

(2) Exposed wiring at the front entrance on wall. Electrical issues are considered a hazard until repaired. A qualified licensed electrical contractor should perform repairs that involve wiring.



6.3 Item 6(Picture)

(3) One box needs a cover-plate in attic. Electrical issues are considered a hazard until repaired. I recommend a

qualified licensed electrical contractor correct.

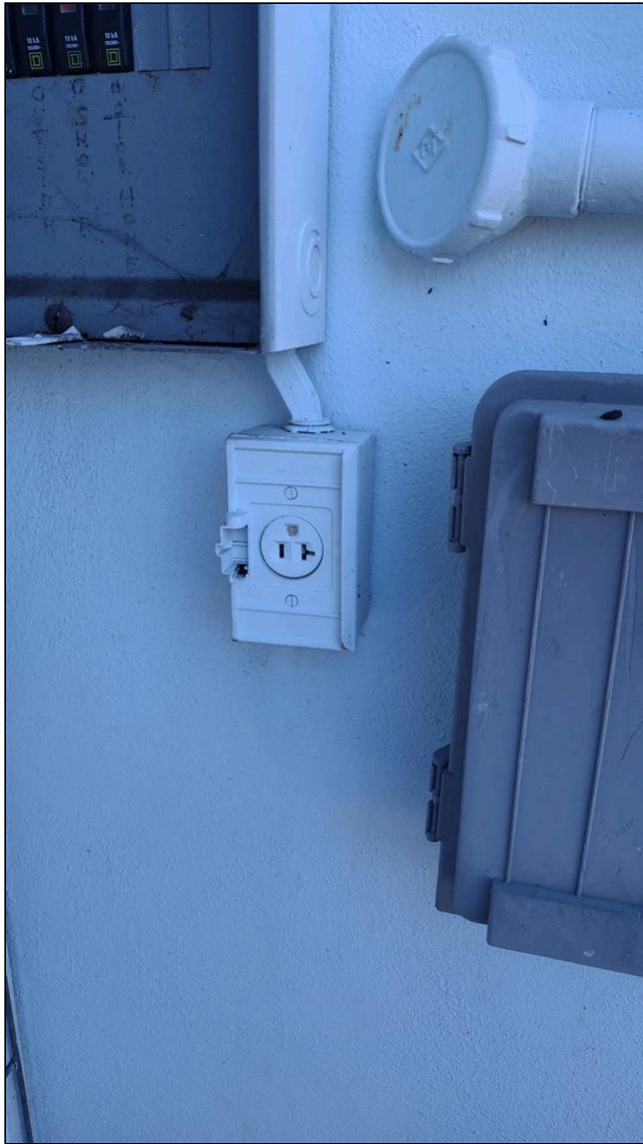


6.3 Item 7(Picture)

6.4 Polarity and Grounding of Receptacles within 6 feet of interior plumbing fixtures, all receptacles in garage, carport and exterior walls of inspected structure

Repair or Replace

The exterior outlets at the rear of building are missing a cover. A qualified licensed electrical contractor should perform repairs that involve wiring.



6.4 Item 1(Picture)



6.4 Item 2(Picture)

6.8 Smoke Detectors

Repair or Replace

The smoke detector did not work and should be replaced at common hallway.



6.8 Item 1(Picture)

7. Heating / Central Air Conditioning

7.5 Cooling and Air Handler Equipment

Repair or Replace

(2) The foam sleeve on suction line is missing foam sleeve in area(s) at outside unit. Missing foam on suction line can cause energy loss and condensation. I recommend service or repair as needed.



7.5 Item 4(Picture)

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or

remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Andy Kassella



INVOICE

Up Close Property Inspections LLC
 13780 SE 46th ST.
 Okeechobee, FL 34974
 863-634-7849
 Inspected By: Andy Kassella

Inspection Date: 6/2/2022
 Report ID: 11005312022

Customer Info:	Inspection Property:
John Hayford	110 SW 5th Ave Okeechobee FL 34974
Customer's Real Estate Professional:	

Inspection Fee:

Service	Price	Amount	Sub-Total
up to 2000 sq. ft.	300.00	1	300.00
Wind Mitigation with Inspection	75.00	1	75.00
4 Point with Inspection	75.00	1	75.00
			Tax \$0.00
			Total Price \$450.00

Payment Method: Check
Payment Status: Invoice Sent
Note:



Up Close Property Inspections LLC

13780 SE 46th ST.
Okeechobee, FL 34974
863-634-7849

Report Attachments

ATTENTION: This inspection report is incomplete without reading the information included herein at these links/attachments. Note If you received a printed version of this page and did not receive a copy of the report through the internet please contact your inspector for a printed copy of the attachments.

[Citizens 4-Point Inspection Form with 4 Picture Pages](#)

[Florida Wind Mitigation Form - 2012 with 4 Picture Pages](#)

**AGREEMENT FOR THE SALE AND PURCHASE
OF LAND**

THIS AGREEMENT FOR THE SALE AND PURCHASE OF LAND (herein referred to as this "Agreement") is made by and between **ROBERT D. SCHRIER, JR., and KATIE B. SCHRIBER**, his wife, (herein referred to as the "Sellers") and **OKEECHOBEE UTILITY AUTHORITY** (herein referred to as the "Purchaser") and will include the successors and assigns of Sellers and Purchaser.

RECITALS

Sellers are the owners of that certain tract of real property located in **Okeechobee County, Florida**, having Parcel ID # 3-15-37-35-0010-01650-001A, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price and Method of Payment.**

Purchaser shall pay to Seller the purchase price of \$125,000.00 as follows:

A. Earnest Money deposit to Okee-Tantie Title Co., Escrow Agent	\$ 5,000.00
B. Cash payable at closing, subject to adjustments	<u>\$ 120,000.00</u>
C. Total Purchase Price	<u>\$125,000.00</u>

2. **Seller Financing.** - Deleted.

A. **Application.** At the Closing, the Earnest Money Deposit (Earnest Money") shall be applied to the Purchase Price. If either party shall validly exercise any right or option under this Agreement to rescind, cancel or terminate this Agreement, then Escrow Agent shall pay the Earnest Money to such party, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations under this Agreement.

B. **Dispute.** In the event of a dispute or if in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, either (i) continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or (ii) Escrow Agent may interplead the Earnest Money into the registry of the Clerk of the Court. Upon notifying all parties concerned of such interpleader, Escrow Agent shall be released from any further or continuing liability with respect to the disposition of such Earnest Money. In such event only, Escrow Agent will be entitled to reimbursement to the extent of all costs and expenses reasonably incurred to obtain an order of interpleader, including reasonable attorney's fees, which will be secured by a lien upon the Earnest Money deposited with the court. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Earnest Money and any other duties of Escrow Agent under this Agreement.

C. **Escrow Agreement.** By delivery to and acceptance by Escrow Agent of a fully executed copy of this Agreement together with the Earnest Money, Escrow Agent agrees to be bound to the provisions of this Agreement specifically related to the Earnest Money. Purchaser and Sellers agree to execute any agreements reasonably required by Escrow Agent with respect to its holding and investment of the Earnest Money.

D. Liability. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume without verification the genuineness of any signatures on any writings that are regular on their face and may maintain the Earnest Money in a federally insured, commingled trust account. No provision of this Agreement by itself authorizes recovery of monetary damages, costs, expenses, or attorney's fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions received pursuant to this Agreement. Escrow Agent's sole duty of collection with respect to any instrument payable to Escrow Agent is to present such instrument promptly for payment and to advise the parties promptly if it is not then collected in the ordinary course of banking business.

3. Feasibility Study. N/A

4. Conveyance of Title.

The Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (1) easements, restrictions and other encumbrances of record; (2) the matters, if any, disclosed by any survey of the Property obtained by Purchaser; (3) all zoning ordinances and land use restrictions affecting the Property; and (4) any other exceptions to title created, desired or approved by Purchaser or otherwise waived by Purchaser (collectively, the "Permitted Title Exceptions").

5. Closing.

A. General. The consummation of the transaction contemplated under this Agreement (herein referred to as the "Closing") shall occur **on or before July 15, 2022** (herein referred to as the "Closing Date"). All of such Earnest Money payments made shall be applied against the Purchase Price due from Purchaser at Closing and shall be non-refundable to Purchaser except in the event Purchaser terminates this Agreement as expressly permitted in this Agreement. The Closing shall be held at a location and at a time of day that are mutually agreeable to Sellers and Purchaser. At the Closing, the Sellers shall execute and deliver to the Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except the Permitted Title Exceptions. Seller shall pay from the sales proceeds at closing all liens upon the Property created or permitted by Sellers, ad valorem taxes assessed against the Property for the year in which the transaction is closed (if unpaid) and all years preceding the year of Closing, if any, and all water, electricity and other utility charges for services furnished to the Property through the Closing Date, if any.

B. Taxes. The taxes for 2022 will be prorated at closing and Buyer shall pay said taxes when due.

C. Documents. The Sellers and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing. Such documents shall include, but not be limited to, an affidavit from the Sellers that (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those disclosed in the title commitment delivered to Purchaser (as the same may be endorsed), (iii) there are no liens, or rights to a lien, for services incurred by Sellers (including, but not limited to, real estate brokerage services incurred by Sellers), labor or material furnished at the request of Sellers and not shown by the public records, (iv) the Sellers are not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended, and the Regulations thereunder. Such documents shall also include, but not be limited to, evidence satisfactory to the other party and the Escrow Agent that the persons executing the Closing documents has full right, power, and authority to do so.

6. Closing Procedure; Costs; Title Examination; Survey.

Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Purchaser for title defects arising between the title binder effective date and recording of Purchaser's deed, closing agent will disburse at closing the net sale proceeds to Sellers. In addition to other expenses provided in this Contract, Sellers and Purchaser will pay the costs indicated below.

A. **Sellers' Costs:** Sellers will pay for any cost of preparation and recording of instruments needed to cure title, certified special assessments, and for Sellers' attorney's fees.

B. **Purchaser's Costs:** Purchaser will pay the cost of title examination and owner's title insurance and recording the deed; inspections and investigations of the property; survey and sketch of the property, if any, and for Purchaser's attorney's fees.

C. **Title Evidence and Insurance:** At least ten (10) calendar days prior to the Closing Date, Purchaser will obtain title evidence in the form of a title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract. The title evidence will show legal access to the Property and marketable title of record in Sellers in accordance with current title standards adopted by the Florida Bar.

D. **Title Examination:** Purchaser will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Sellers will have 30 days from receipt of Purchaser's notice of defects ("Curative Period") to cure the defects at Sellers' expense. If Sellers cure the defects within the Curative Period, Sellers will deliver written notice to Purchaser and the parties will close the transaction on Closing Date or within 10 days from Purchaser's receipt of Sellers' notice if Closing Date has passed. If Sellers are unable to cure the defects within the Curative Period, Sellers will deliver written notice to Purchaser and Purchaser will, within 10 days from receipt of Sellers' notice, either cancel this Contract or accept title with existing defects and close the transaction.

E. **Survey:** Purchaser may, prior to Closing Date and at Purchaser's expense, have the Property surveyed and shall deliver written notice to Sellers, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Purchaser's and Sellers' obligations will be determined in accordance with sub-paragraph D above.

7. **Sellers' Representations, Warranties and Obligations.**

A. The Sellers make the following representations and warranties:

(i) Sellers own fee simple title to the Property, subject to the Permitted Title Exceptions and to those mortgages, deeds of trust and deeds to secure debt which are in existence on the date this Agreement is executed by Sellers, if any;

(ii) Sellers have not received any actual notice from any governmental authority of any taking of the Property or any portion thereof by eminent domain and, to Sellers' actual knowledge, no condemnation or any taking of the Property is contemplated or threatened by any such governmental authority;

(iii) Neither of Sellers is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended, and the Regulations thereunder;

(iv) To the Sellers' actual knowledge, there are no encroachments upon the Property from adjacent land or landowners.

B. Sellers will not take, or cause to be taken, any action that would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

C. To the best of Sellers' knowledge, neither the Property nor any part thereof has ever been used for hazardous or toxic waste disposal, for disposal of fuel, oil or any other similar material, for a landfill or a garbage or trash disposal site, and no part of the Property is or was contaminated with hazardous or toxic waste or fuel or oil or similar products from any source whatsoever.

8. **Condemnation.**

In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Agreement and neither party shall have any further rights, duties, or obligations hereunder; or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Sellers' rights to receive any award payable on account of such condemnation.

9. **Notices.**

Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received by the parties if given at the addresses listed below the parties name(s) on the signature page(s) of this Agreement (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice or (iii) if delivered by courier or express mail service, telegram or mail gram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

The Sellers and the Purchaser may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. A post office box shall not be the only notice address for either Sellers or Purchaser. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery of any notice or the absence of anyone at a notice address to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

10. **Default.**

A. **Remedies of Purchaser.**

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Sellers to convey good and marketable fee simple title to the Property because of title defects or objections which are in existence on the date this Agreement is signed by the Sellers, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement and receive the return of the Earnest Money from the Escrow Agent whereupon neither party shall have any further rights, duties, or obligations hereunder; or (b) waive such inability and proceed to close the transaction without regard thereto.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to circumstances or conditions other than (a) the default of the Purchaser, (b) the exercise by the Purchaser of a specific option hereunder to terminate this Agreement or (c) the inability of the Sellers to convey good and marketable fee simple title to the Property because of title defects or objections which are in existence on the date this Agreement is signed by the Sellers, the Purchaser shall have the right to seek specific performance.

B. **Remedies of Sellers.** If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Sellers shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money paid by Purchaser to the Escrow Agent and terminate the contract.

11. **Brokerage Commission and Disclosure.**

Sellers represent and warrant to Purchaser that there is no real estate agent or broker involved in this transaction.

12. **Conditions to Purchaser's Closing.**

Purchaser's obligation to close this transaction shall be contingent upon:

A. Sellers' full performance of all of its obligations under this Agreement and Purchaser's receipt of reasonably acceptable evidence assuring the continuing accuracy of all of the representations and warranties or covenants of Sellers as set forth herein;

B. Approval and ratification of the execution of this Agreement by the Board of Directors of the Okeechobee Utility Authority; and

C. An inspection of the improvements situate on the Property with results reasonably satisfactory to Purchaser.

D. The tenant shall have vacated the Property and all rights of possession terminated.

13. **Miscellaneous.**

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except as otherwise specifically provided herein.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and assigns.

C. Time is of the Essence. Time is of the essence with respect to this Agreement.

D. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Florida.

E. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

F. Dates; Effective Date. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date this Agreement is last executed by either of the parties hereto.

G. Maintenance of Property. From and after the closing Sellers shall continue to be solely responsible for the upkeep and maintenance of the Property at no cost to Purchaser.

H. Survival of Provisions. The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the closing of this transaction and the execution and delivery of the deed pursuant hereto.


I. Tenant. Seller warrants and represents that the property shall be vacant at closing and possession by the tenant terminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year indicated below.

"SELLERS"



ROBERT D. SCHRIBER, JR.
6900 SE 128th Avenue
Okeechobee, FL 34974

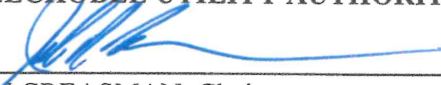


KATIE B. SCHRIBER
6900 SE 128th Avenue
Okeechobee, FL 34974

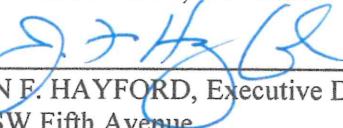
Date: May 6, 2022, 2022

"PURCHASER"

OKEECHOBEE UTILITY AUTHORITY

By: 

JOHN CREASMAN, Chairman

By: 

JOHN F. HAYFORD, Executive Director
100 SW Fifth Avenue
Okeechobee, FL 34974

Date: May 19, 2022

RECEIPT BY ESCROW AGENT

Receipt is hereby acknowledged of the Cash Deposit in the amount of \$5,000.00, subject to clearance of funds, this _____ day of _____, 2022.

OKEE-TANTIE TITLE CO..

By: _____
Name: _____
Escrow Agent

EXHIBIT "A"

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 165, **TOWN OF OKEECHOBEE**, ACCORDING TO THE PLAT OF SAID TOWN FILED IN PLAT BOOK 2, PAGE 17, OF THE RECORDS OF ST. LUCIE COUNTY, FLORIDA; (ALSO RECORDED IN PLAT BOOK 5, PAGE 5, OKEECHOBEE COUNTY, FLORIDA); AND RUN WEST ON THE SOUTH BOUNDARY OF LOTS 1 AND 2 A DISTANCE OF 75 FEET; THENCE RUN NORTH 22.5 FEET TO A POINT; THENCE RUN EAST ON A LINE PARALLEL TO LOTS 1 AND 2 AFORESAID A DISTANCE OF 75 FEET TO THE INTERSECTION OF THE WEST BOUNDARY OF OSCEOLA STREET; THENCE RUN SOUTH ALONG THE WEST BOUNDARY OF SAID STREET A DISTANCE OF 22.5 FEET TO THE POINT OF BEGINNING

BEING A PART OF LOTS 1 AND 2, BLOCK 165, **TOWN OF OKEECHOBEE**, AFORESAID, AS DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 14TH, 1972, FILED NOVEMBER 14, 1972, AND RECORDED IN OFFICIAL RECORDS BOOK 142, PAGE 443, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

AND

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 165, **TOWN OF OKEECHOBEE**, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND RUN NORTH ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 22.5 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 297, PAGE 639, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN WEST ALONG THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 297, PAGE 639, A DISTANCE OF 75 FEET TO THE NORTHWEST CORNER OF SAID LAND; THENCE RUN NORTH PARALLEL TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF .75 FOOT; THENCE RUN EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 297, PAGE 639, A DISTANCE OF 75 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF .75 FOOT TO THE POINT OF BEGINNING.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

JUNE 16, 2022

2022 OUA PROPERTY FOR SALE

The Okeechobee Utility Authority owns two parcels along SR 78W

1-04-38-35-0A00-00016-A000, collectively known as the Ferrell Property, (appx 5 Ac)

1-04-38-35-0A00-00016-0000, collectively known as the 66 Acres Parcel, (appx. 65.5 Ac)

The OUA Board has asked staff to develop a plan on how to sell these properties.

Ferrell Property

This property is approximately 5 acres in size and contains a site-built home. The house was damaged in a storm several years ago. The roof has open holes due to branches or other wind driven debris striking the roof. Additionally, doors have been damaged on an out building. Overall, the interior has been degraded due to the house being vacant for many years.

In Attachment A, the subject property is shown along with a conceptual idea as to how it can be divided in to two parcels.

The northern parcel (± 1.5 acres) will be retained by the OUA to provide an additional buffer along the southside of the OUA impoundment. This impoundment holds backwash water from the surface water treatment plant which will allow the water to evaporate, percolate or if needed, to discharge in to an adjacent drainage ditch.

The southern parcel (± 3.5 acres) will be offered for sale.

66 Acre Parcel

As noted, this parcel is approximately 66 acres in size and is shown on Attachment B.

This parcel will require the addition of a one-acre parcel, carved out of the original OUA property, which was slated for use by Okeechobee County for an antenna site for the SLEERS radio system. This site was eventually deemed inappropriate for use and a second parcel was given to the County. The original one-acre parcel was never rejoined to the bigger OUA parcel.

Three parcels will need to be cut out for both OUA use and SR78W frontage parcel for sale. As for OUA use, a smaller parcel in the southwest corner will be needed for a future wastewater pump station to serve the Okee-Tantie force main. The second parcel for OUA use is located on the east end to be associated with the SWTP impoundment. The third parcel will allow the sale of highway frontage parcel.

The OUA SWTP Pond parcel will grant an easement to the parcel for sale north of it so they will have SR78 W access.

The bigger parcel for sale parcel should be around 45-50 acres in size.

To get to the “for sale” condition, there will be an effort to survey the parcel to develop legal descriptions and sketches. Additionally, there will need to be discussions with County staff concerning property development. Administrative/legal work is also required due to an existing easement granting access to the tower site located (Florida Cablevision Management) east of the OUA parcel. Long before the OUA purchased the any property, the FCM property owners were using a dirt road along the southern property line. Vehicle access and buried cable can be found in this area and not in the recorded easement.

Please find attached two proposals from BSM & Associates (BSM) for boundary surveys, legal descriptions, easements and County discussions.

After review and discussions pertaining to the sale and development of these two parcels, OUA staff is recommending approval of the following:

Concerning the Ferrell Property, to approve the BSM proposal of \$2,500 for the survey work proposed.

Concerning the 66 Acre Parcel, to approve the BSM proposal of \$4,500 for the survey work proposed.



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

PARCEL: 1-04-38-35-0A00-00016-A000 (27279) | O U A IMP (8703) | 5.001 AC
 A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBE

Owner: OKEECHOBEE UTILITY AUTHORITY
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974-4221
Site: 875 HWY 78 W OKEECHOBEE
Sales: 1/21/2009 \$325,000 I (U)
Info: 9/1/1981 \$100 I (U)

		2021 Certified Values			
Mkt Lnd	\$96,210	Appraised		\$233,039	
Ag Lnd	\$0	Assessed		\$233,039	
Bldg	\$134,119	Exempt		\$233,039	
XFOB	\$2,710	Total		county:\$0	
Just	\$233,039	Taxable		other:\$0 school:\$0	

NOTES:



Okeechobee County, FL

This information, was derived from data which was compiled by the Okeechobee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.



06/06/22

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

RE: Boundary Survey & De minimis of Parcel #1-04-38-35-0A00-00016-A000

Dear Mr. Hayford,

BSM & Associates, Inc. is pleased to provide this proposal to Okeechobee Utility Authority for professional services on the above referenced project. Our scope of services and corresponding fees are detailed below.

SCOPE OF SURVEYING SERVICES

I. Boundary Survey & De minimis of Parcel #1-04-38-35-0A00-00016-A000 (5 Acre Parcel)

1. Complete Boundary Survey & De minimis (2 Parcels)
2. Coordination with Okeechobee County
3. Locate Existing underground discharge line (Marked by OUA)

Survey Lump Sum Fee...\$2500.00

Additional services requested by Okeechobee Utility Authority will be provided in accordance with BSM & Associate's current hourly rate schedule, or a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to Okeechobee Utility Authority. Upon acceptance of this proposal, please sign and return one (1) copy to the address or email address below.

Sincerely,
BSM & Associates, Inc.

This Proposal accepted this ___ day of _____, 2022

By: _____
Okeechobee Utility Authority

Richard E. Barnes III
Professional Surveyor & Mapper #7074

BSM & ASSOCIATE'S HOURLY RATE SCHEDULE:



208 SW 7th Ave., Okeechobee, FL 34974
ricky.barnes@bsmsurvey.com
863.484.8324 LB 8155



- Senior Professional Surveyor & Mapper \$170.00 per hour
- Professional Surveyor & Mapper \$150.00 per hour
- Survey Intern/Project Surveyor \$125.00 per hour
- Survey Technician \$80.00 per hour
- Survey Field Crew \$175.00 per hour
- Clerical/Office Assistant \$50.00 per hour
- Airboat Rental \$75.00 per hour
- Swamp Buggy Rental \$75.00 per hour
- Jon Boat Rental \$40.00 per hour



208 SW 7th Ave., Okeechobee, FL 34974
ricky.barnes@bsmsurvey.com
863.484.8324 LB 8155



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

PARCEL: 1-04-38-35-0A00-00016-0000 (27278) | IMP PASTURE (6180) | 65.47 AC
 COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 38 SOUTH, RANGE 35 EAST AND BEAR NORTH 89°54'49" EAST, ALONG THE NORTH LINE OF SAID SECTION

NOTES:

OKEECHOBEE UTILITY AUTHORITY

Owner: 100 SW 5TH AVE
 OKEECHOBEE, FL 34974
 Site: HWY 78 W OKEECHOBEE

Sales	5/14/2002	\$100,000	1 (U)
Info	5/14/2002	\$100,000	1 (U)
	5/14/2002	\$200,000	1 (U)

2021 Certified Values

Mkt Lnd	\$118	Appraised	\$12,065
Ag Lnd	\$11,947	Assessed	\$12,065
Bldg	\$0	Exempt	\$0
XFOB	\$0	Total	county:\$12,065
Just	\$331,750	Taxable	other:\$12,065
			school:\$12,065



Okeechobee County, FL

This information, was derived from data which was compiled by the Okeechobee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. GrizzlyLogic.com



06/06/22

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

RE: Boundary Survey & De minimis of Parcel # 1-04-38-35-0A00-00016-0000

Dear Mr. Hayford,

BSM & Associates, Inc. is pleased to provide this proposal to Okeechobee Utility Authority for professional services on the above referenced project. Our scope of services and corresponding fees are detailed below.

SCOPE OF SURVEYING SERVICES

I. Boundary Survey & De minimis of Parcel # 1-04-38-35-0A00-00016-0000 (65 Acre Parcel)

1. Complete Boundary Survey & De minimis of the above-mentioned parcel (3 Parcels)
 - Parcel 1, Parcel Along SR 78 (For Sale)
 - Parcel 2, Pond Parcel with 100' strip to SR 78 (Retained by OUA)
 - Parcel 3, Remainder of 65 Acre Parcel (For Sale)
2. Coordination with Okeechobee County to prepare a Legal Description & Sketch to move Parcel ID# 1-04-38-35-0A00-00016-H000 to the Southwest corner of Parcel # 1-04-38-35-0A00-00016-000
3. Abandon existing utility easement and prepare new Legal Description & Sketch for a Utility & Access Easement to the tower site down the south line of Parcel ID#1-04-38-35-0A00-00016-0000
4. Prepare a Legal Description & Sketch over Parcel 2 (outlined above) for access to SR78

Survey Lump Sum Fee...\$4500.00

Additional services requested by Okeechobee Utility Authority will be provided in accordance with BSM & Associate's current hourly rate schedule, or a fixed fee to be negotiated once a scope of service is defined. We appreciate the opportunity to be of service to Okeechobee Utility Authority. Upon acceptance of this proposal, please sign and return one (1) copy to the address or email address below.

Sincerely,
BSM & Associates, Inc.

This Proposal accepted this ___ day of _____, 2022

Richard E. Barnes III
Professional Surveyor & Mapper #7074

By: _____
Okeechobee Utility Authority



208 SW 7th Ave., Okeechobee, FL 34974
ricky.barnes@bsmsurvey.com
863.484.8324 LB 8155



BSM & ASSOCIATE'S HOURLY RATE SCHEDULE:

- Senior Professional Surveyor & Mapper \$170.00 per hour
- Professional Surveyor & Mapper \$150.00 per hour
- Survey Intern/Project Surveyor \$125.00 per hour
- Survey Technician \$80.00 per hour
- Survey Field Crew \$175.00 per hour
- Clerical/Office Assistant \$50.00 per hour
- Airboat Rental \$75.00 per hour
- Swamp Buggy Rental \$75.00 per hour
- Jon Boat Rental \$40.00 per hour



208 SW 7th Ave., Okeechobee, FL 34974
ricky.barnes@bsmsurvey.com
863.484.8324 LB 8155

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

JUNE 16, 2022

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

JUNE 16, 2022

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

JUNE 16, 2022

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1 Design of the pump station & force main
 - Master Pump Station (MPS)
 - MPS Construction – Under construction
 - Notice to Proceed: February 20, 2022
 - Substantial: February 19, 2023 (365 calendar days)
 - Final: April 20, 2023 (425 calendar days)
 - Master Force Main (MFM)
 - MFM Construction – Under construction
 - Notice to Proceed: May 23, 2022
 - Substantial: December 19, 2022 (210 calendar days)
 - Final: January 18, 2023 (240 calendar days)
 - Force Main SE2 Interconnect
 - Anticipated bid advertisement August 2022
- Project 2 Collection System
 - Anticipated bid advertisement August 2022
- Project 3 Okee-Tantie
 - Anticipated bid advertisement January 2023

Pine Ridge Park WWTP Demolition

- Notice of Award: April 21, 2022
 - Notice to Proceed: May 2, 2022
 - Substantial: June 16, 2022 (45 calendar days)
 - Final: July 1, 2022 (60 calendar days)
- Project completed on time and within budget

Pine Ridge Park Utility Improvements

- Bid opening date was April 11, 2022
- Notice of Award issued May 19, 2022
- Notice to Proceed issued June 16, 2022 (if approved today)
 - Substantial Completion August 14, 2023 (425 calendar days from issuance NTP)
 - Final Completion September 13, 2023 (455 calendar days from issuance NTP)

SW 5th Ave Wastewater System Improvements

- Under design

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

JUNE 16, 2022

ITEMS FROM THE BOARD