

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
January 11, 2021
10:00A.M.

1. Call the Meeting to Order

- Pledge of Allegiance
- Determination of Voting Members

2. Meeting Minutes from December 14, 2020.

3. Consent Agenda

4. Finance Report
5. Invoice from OneWater, Inc. – Lakeview Estates WWTP
6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project
7. Invoice from Sumner Engineering & Consulting, Inc. – Oak Lake Estates
8. Invoice from RJ Sullivan Corp – WTP Improvements
9. Invoice from Eckler Engineering, Inc – PRP Utility Improvement
10. Invoice from Eckler Engineering, Inc – WTP Improvements
11. Surplus Items

12. SWSA Oak Lake Estates Wastewater Improvements Project

13. Pine Ridge Park Utility System Improvements

14. King's Bay Water Main Extension

15. Water Plant Vehicle Purchase

16. Public Comments

17. Items from the Attorney

18. Items from the Executive Director

19. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

JANUARY 11, 2021

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD

February 8, 2021 – 10:00 A.M.

March 8, 2021 – 10:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Sunday, April 4, 2021 – Easter

Monday, May 31, 2021 - Memorial Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

JANUARY 11, 2021

MEETING MINUTES

Attached is a copy of the minutes of the meeting held on December 14, 2020.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from December 14, 2020 as presented.

OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES
Monday, December 14, 2020 10:00 A.M.
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida

Chairperson Nelson called the meeting to order at 9:59 A.M. with the following members and alternates present:

Board Members:

Melanie Anderson*
Steve Nelson*
John Creasman
Tommy Clay*
Tabitha Trent*

Alternates:

Harry Moldenhauer
Jeff Fadley

Absent:

*Voting Board Members

OUA Members:

John Hayford
George Gall
Jamie Mullis
Tom Conely
Michelle Willoughby
Robert Manson

The Pledge of Allegiance was led by Chairperson Nelson.

Chairperson Nelson addressed Agenda Item No. 2, 'Meeting Minutes from November 9, 2020' Motion by Tommy Clay to approve the Meeting Minutes from November 9, 2020. Second by Melanie Anderson. Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 3 'Employee Recognition' Chairperson Nelson presented Robert Manson with a check and a Certificate of Appreciation for 25 years of service to the OUA.

Chairperson Nelson addressed Agenda Item No. 4, 'Consent Agenda' Motion by John Creasman to approve the Consent Agenda as follows:

Consent Agenda Item No. 5 'Finance Report for the period ending November 30, 2020

Consent Agenda Item No. 6 'Invoice from Eckler Engineering, Inc. – PRP Utility Improvements in the amount of \$4,998.00'

Consent Agenda Item No. 7 'Invoice from Eckler Engineering, Inc. – WTP Improvements in the amount of \$14,370.63'

Consent Agenda Item No. 8 'Invoices from OneWater, Inc.– Lakeview Estates WWTP in the amounts of \$8,257.50'

Consent Agenda Item No. 9 Invoices from RJ Sullivan Corp– WTP Improvements in the amounts of \$155,681.12'

Consent Agenda Item No. 10 Accounts to be Written Off'

Second by Tommy Clay. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 11 'OUA Pension Board Trustee Appointment' Pension Board Chairwoman Jamie Mullis provided the Board with two applications that were received for the Pension Board Trustee Vacancy. Motion by Tommy Clay to accept Jeff Sumner as replacement for Tabitha Trent. Second by Melanie Anderson. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 12 CASGS Contract Extension. Executive Director John Hayford presented the contract extension request for CASGS. There was a brief discussion between CASGS representatives, OUA Board Members and staff regarding contract cost and responsibilities. Motion by Tommy Clay to approve annual contract renewal and rate increase to \$40,500.00. Second by Melanie Anderson. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 13 SE 8th Avenue Water Main Replacement. Executive Director John Hayford discussed the water main replacement project, delays in reaching substantial and final completion dates, change order, and liquidated damages. Staff recommended approval of Change Order #2 and pay request of \$68,188.75 and to waive any claims to liquidated damages. Motion by Tommy Clay to approve as presented. Second by Melanie Anderson. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 14 'SW 5th Avenue Wastewater Engineering Proposal'. Executive Director John Hayford explained the process that the staff/committee went through the proposal to rank the firms that submitted an RFP. The Audit Selection Committee ranked the firms as follows:

1. Sumner Engineering & Consulting, Inc.
2. Kimley Horn
3. Chen Moore & Associates

Motion by Tommy Clay to approve ranking as presented. Second by Melanie Anderson. Vote unanimous (5-0), motion carried.

OUA staff were instructed to negotiate a scope of work and fee schedule with Sumner Engineering & Consulting Inc.

Chairperson Nelson addressed Agenda Item No. 15 Pine Ridge Park Engineering Revision'. Executive Director John Hayford discussed the Pine Ridge Park Engineering Revision to add water main design to the wastewater plans. OUA staff recommends approval of the proposed Engineering

Scope Revision No. 2 for \$22,000.00 to Eckler Engineering. Motion by John Creasmanto approve as presented Second by Tommy Clay. Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 16 'Public Comments' There were none.

Chairperson Nelson addressed Agenda Item No. 17 'Items from the Attorney' There were none

Chairperson Nelson addressed Agenda Item No. 18 'Items from the Executive Director' Executive Director Hayford provided the board with an update on the Southwest Wastewater Service Area. RFP for Oak Lake Estates Wastewater Treatment and bids will be accepted in January 2021. There is a prebid meeting scheduled for January. After review RFP's will be brought back to the Board.

Board Room Improvements are scheduled for January 4, 2021.

Executive Director Hayford discussed the date of December 17, 2020 for the OUA Christmas Dinner.

Chairperson Nelson addressed Agenda Item No. 19 'Items from the Board'. Motion by John Creasman to compensate Executive Director John Hayford with 2% employee bonus and COLA just as other OUA employees Second by Tommy Clay. Vote unanimous (50), motion carried.

SE 8th Avenue Water Main Replacement- Tommy Clay moves to amend motion to waive liquidated damages, Second by John Creasman Vote unanimous (50), motion carried.

Melanie Anderson out at 10:48am.

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. Recording of this meeting is on file in the Executive Director's office.

Chairperson

Executive Director (Secretary)

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

JANUARY 11, 2021

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:
 4. Finance Report
 5. Invoice from OneWater, Inc. – Lakeview Estates WWTP
 6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project
 7. Invoice from Sumner Engineering & Consulting, Inc. – Oak Lake Estates
 8. Invoices from RJ Sullivan Corp – WTP Improvements
 9. Invoice from Eckler Engineering, Inc – PRP Utility Improvement
 10. Invoice from Eckler Engineering, Inc – WTP Improvements
 11. Surplus Items

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

JANUARY 11, 2021

CONSENT AGENDA

FINANCE REPORT

Attached for your review is a copy of the Finance Report for the period ending December 31, 2020.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2021

As of The Period Ending December 31, 2020

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

The accompanying Finance Report for the three months ending December 31, 2020 is presented for your review and information. There may be invoices received at a later date that when paid, may change these results.

For the first 3 months of fiscal year 2021, actual YTD operating revenues are \$2,801,786 which is \$108,105 greater than the budgeted operating revenues. YTD actual operating expenses are \$1,654,365, which is \$323,514 lower than budgeted operating expenses. Restricted revenues are \$94,087 greater than budget. Based on this preliminary data, OUA has a favorable operating budget variance.

OKEECHOBEE UTILITY AUTHORITY
BUDGET SUMMARY COMPARISON

	Operating Revenues			Operating Expenses			Cumulative YTD Operating Budget Variance	Restricted Revenues			Cumulative YTD Restricted Budget Variance
	Actual YTD	Budget YTD	% Variance	Actual YTD	Budget YTD	% Variance		Actual YTD	Budget YTD	% Variance	
Oct-20	897,718	897,894	0.0%	487,324	659,293	26.1%	171,793	31,412	10,165	209.0%	21,247
Nov-20	1,897,055	1,795,787	5.6%	924,651	1,318,586	29.9%	495,203	53,629	20,330	163.8%	33,300
Dec-20	2,801,786	2,693,681	4.0%	1,654,365	1,977,879	16.4%	431,619	124,582	30,495	308.5%	94,087
Jan-21											
Feb-21											
Mar-21											
Apr-21											
May-21											
Jun-21											
Jul-21											
Aug-21											
Sep-21											

Accounts receivable over 60 days past due increased \$10,503 to \$115,838 from November 30, 2020 to December 31, 2020.

If you have any questions, please contact me.

Respectfully,



George Gall

Okeechobee Utility Authority
FY 2021 Finance Report for December 31, 2020
The Period Ending

OPERATING REVENUE FUND

	<u>Actual YTD</u>	<u>Budget YTD</u>	<u>\$ Variance</u>	<u>% Variance</u>
OPERATING REVENUE RECEIVED:				
Water	\$ 1,648,191	\$ 1,604,701	\$ 43,490	2.7%
Sewer	\$ 1,038,241	1,003,707	34,534	3.4%
Other Operating Revenue (see detail on page 16)	\$ 108,837	78,774	30,063	38.2%
Interest Income-non restricted	\$ 6,517	6,499	18	0.3%
Total Operating Revenue Received	<u>\$ 2,801,786</u>	<u>\$ 2,693,681</u>	<u>\$ 108,105</u>	<u>4.0%</u>
OPERATING EXPENSES				
Water	\$ 361,330	\$ 410,959	\$ 49,629	12.1%
Wastewater	\$ 267,137	330,044	62,908	19.1%
Meter Readers	\$ 60,968	64,585	3,617	5.6%
Maintenance	\$ 527,294	610,646	83,352	13.6%
Administration Operating	\$ 311,312	312,933	1,621	0.5%
General & Admin.	\$ 126,324	228,712	102,388	44.8%
Contingency Expense	\$ -	20,000	20,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 1,654,365</u>	<u>\$ 1,977,879</u>	<u>\$ 323,514</u>	<u>16.4%</u>

Net Operating Income \$ 1,147,421 \$ 715,802 \$ 431,619 60.3%

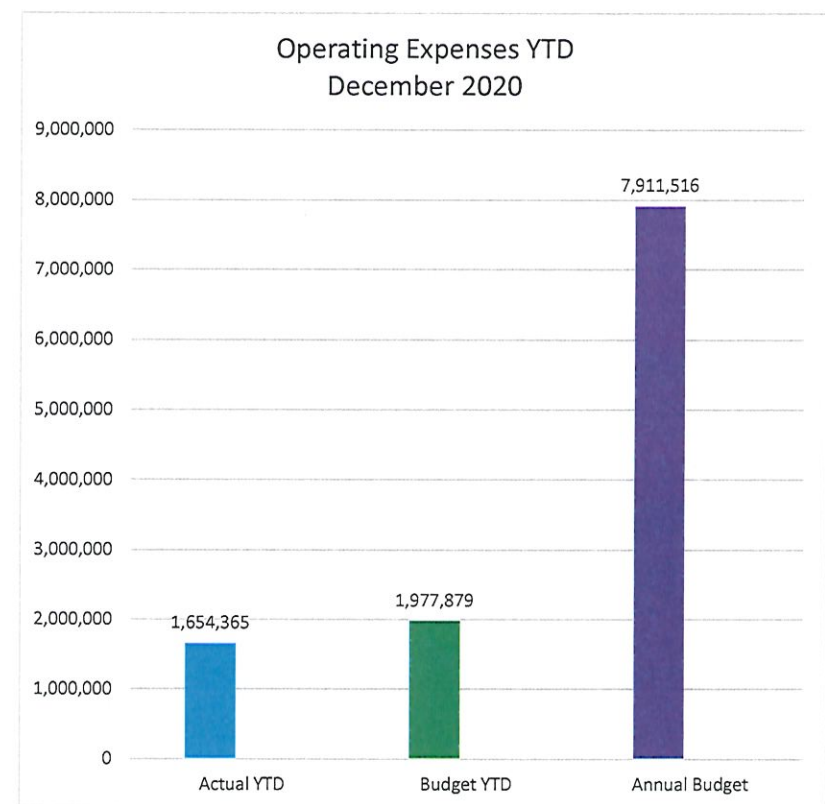
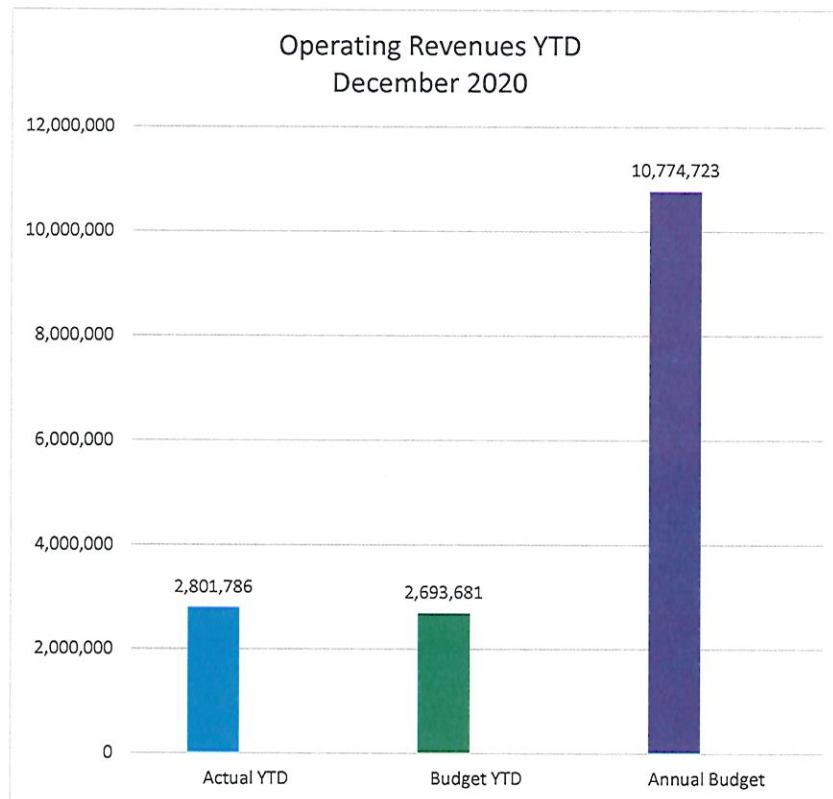
RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 21,784	\$ 21,284	\$ 500	2.3%
Water CC Fees (infill)	\$ 55,837	2,413	53,424	2214.5%
WW CC Fees (infill)	\$ 39,641	2,250	37,391	1661.8%
Water CC Fees 10/20 Plan	\$ -	-	-	0.0%
WW CC Fees 10/20 Plan10/20	\$ -	-	-	0.0%
Interest Income-restricted	\$ 7,321	4,549	2,772	60.9%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 124,582</u>	<u>\$ 30,495</u>	<u>\$ 94,087</u>	<u>308.5%</u>

NET OPERATING INCOME & RESTRICTED REVENUE \$ 1,272,003 \$ 746,296 \$ 525,706 70.4%

NOTES:

	<u>Actual YTD</u>	<u>Budgeted</u>	<u>Variance</u>
(1) Not including grant funds & state appropriations of:	\$0		0
(2) Not including contributed capital of:	\$18,987	\$0	18,987
(3) Not including debt service interest expense of:	\$98,541	\$98,542	1
(4) Not including debt service principal payments of:	\$0	\$507,036	507,036
(5) Not including non-cash depreciation/amortization of:	\$632,926	\$670,550	37,624
(6) Not including net Construction In Progress (CIP) Expenditures of:	\$712,454		



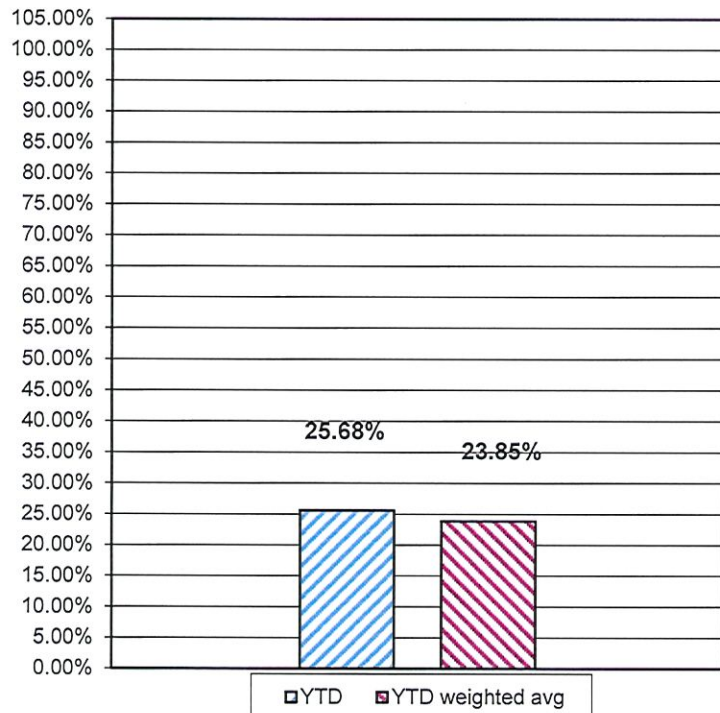
<p align="center">Current FY-21 Water and Sewer Utility Revenue</p> <p align="center">Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)</p>
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WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budget	4 Yr Weighted Average %
Period	YTD		\$ 6,085,229	Water Revenue \$6,418,804	
Oct.	529,526	529,526	\$ 44,634	8.25%	7.97%
Nov.	\$ 579,094	1,108,620	\$ 100,045	17.27%	15.85%
Dec.	\$ 539,571	1,648,191	\$ 51,945	25.68%	23.85%
Jan.					32.49%
Feb.					40.99%
Mar.					49.40%
Apr.					58.50%
May					66.77%
Jun.					75.30%
Jul.					83.66%
Aug.					91.81%
Sep.					100.00%

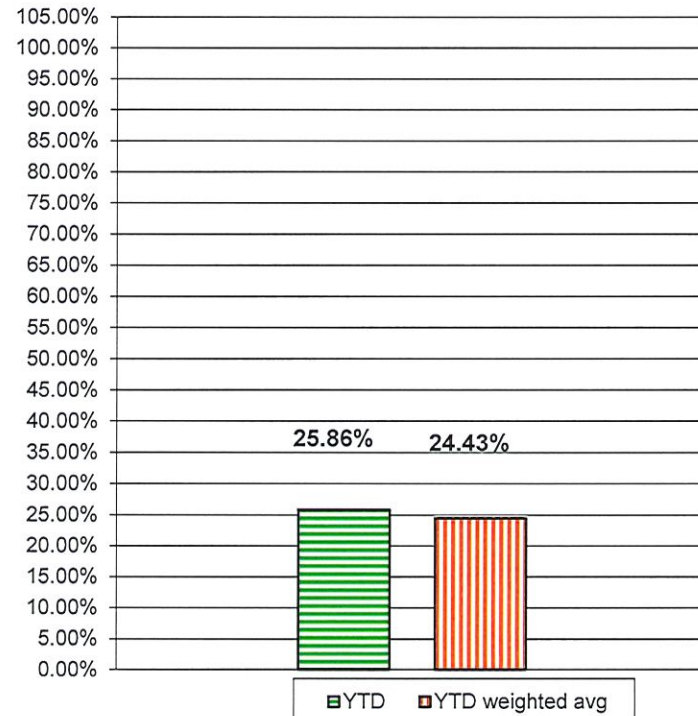
SEWER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 3,779,411	\$4,014,829	
Oct.	\$ 335,081	\$ 335,081	\$ 26,358	8.35%	8.17%
Nov.	\$ 369,771	\$ 704,852	\$ 68,312	17.56%	16.15%
Dec.	\$ 333,389	\$ 1,038,241	\$ 20,440	25.86%	24.43%
Jan.					33.12%
Feb.					41.82%
Mar.					50.30%
Apr.					59.36%
May					67.28%
Jun.					75.59%
Jul.					83.89%
Aug.					91.83%
Sep.					100.00%

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

WATER REVENUE COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
DECEMBER 2020 FY-21



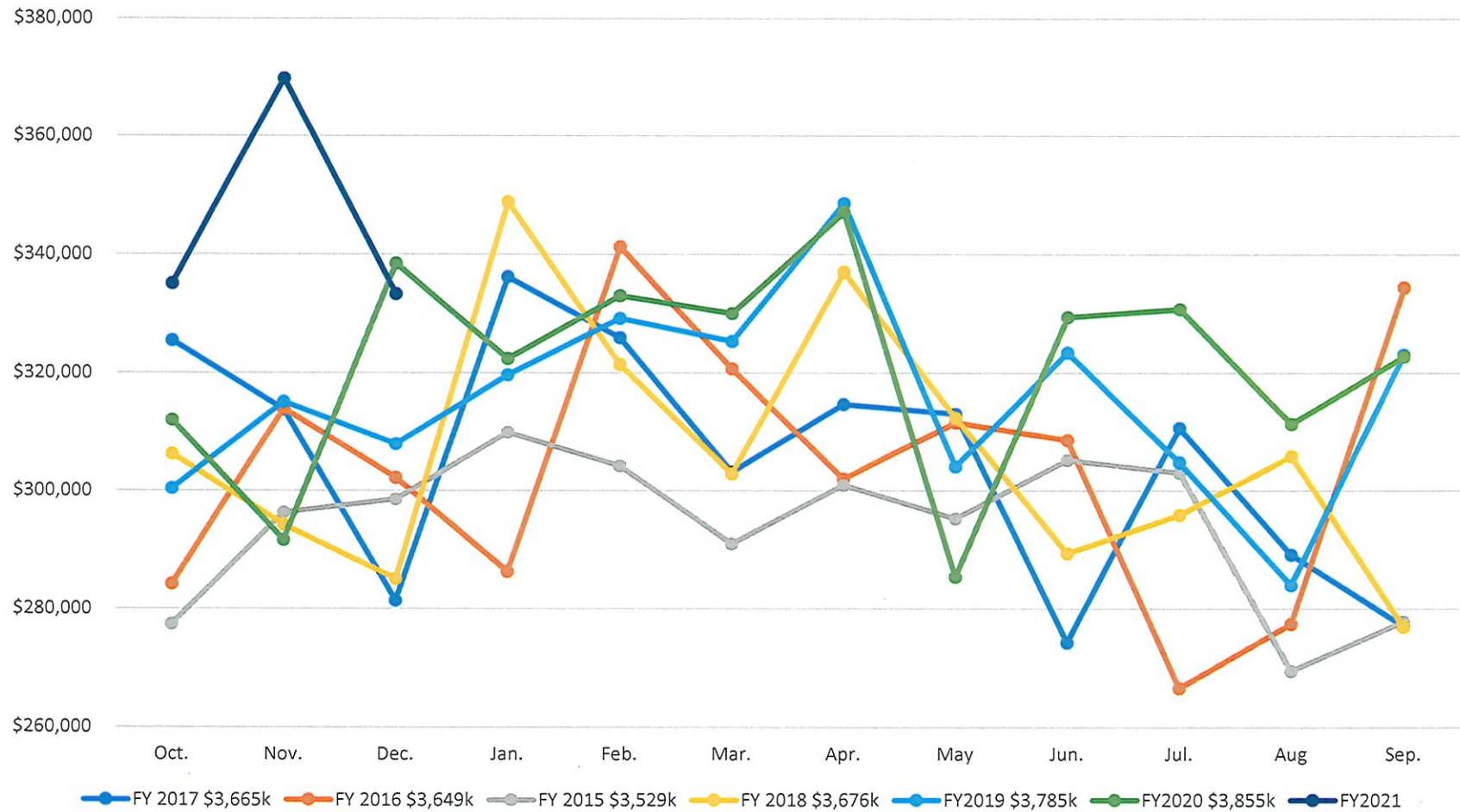
SEWER REVENUE COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
DECEMBER 2020 FY-21



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison



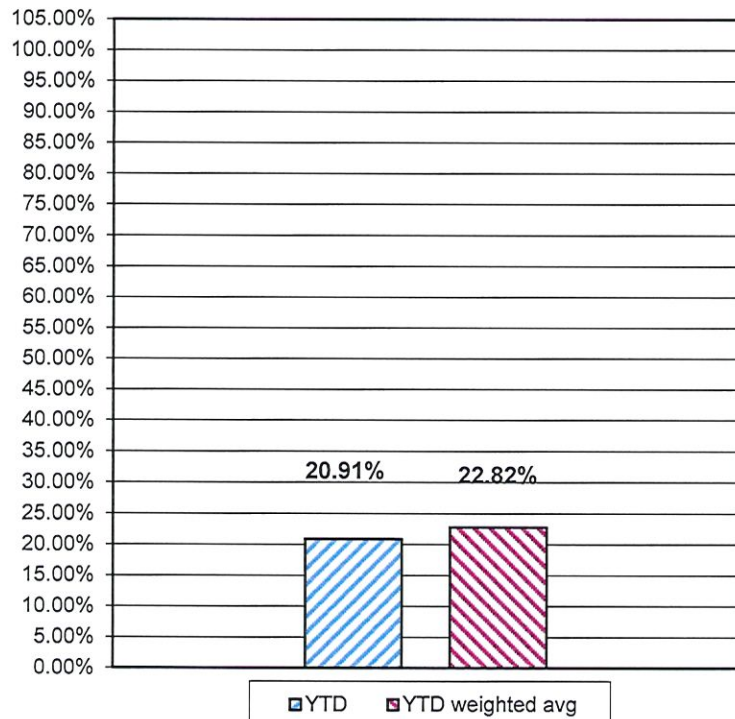
**Current FY-21 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

OPERATING EXPENSES:			\$ Difference For the Month From 4 Year Weighted Avg of	% Current YTD To Budgeted Operating Exp.	4 Yr Weighted Average
Period		YTD	\$ 6,455,933	\$7,911,516	
Oct.	\$ 487,324	\$ 487,324	\$ 75,719	6.16%	6.78%
Nov.	\$ 437,327	\$ 924,651	\$ (53,417)	11.69%	14.34%
Dec.	\$ 729,714	\$ 1,654,365	\$ 199,501	20.91%	22.82%
Jan.					31.94%
Feb.					40.05%
Mar.					50.00%
Apr.					57.12%
May					66.16%
Jun.					73.46%
Jul.					82.17%
Aug.					92.02%
Sep.					100.00%

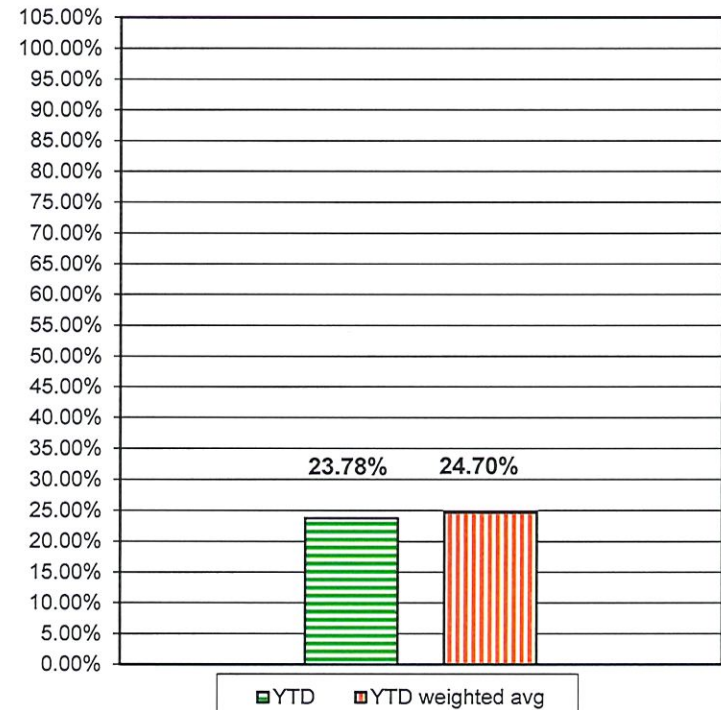
NON-OPERATING EXPENSES:			\$ Difference For the Month From 4 Year Weighted Avg of	% Current YTD To Budgeted Non-Oper. Exp.	
			\$ 3,257,678	\$3,076,367	
Oct.	\$ 248,131	\$ 248,131	\$ (17,733)	8.07%	8.20%
Nov.	\$ 241,668	\$ 489,799	\$ (24,456)	15.92%	16.40%
Dec.	\$ 241,668	\$ 731,467	\$ (26,293)	23.78%	24.70%
Jan.					32.99%
Feb.					41.20%
Mar.					49.42%
Apr.					57.60%
May					65.74%
Jun.					74.08%
Jul.					82.41%
Aug.					90.72%
Sep.					100.00%

OPERATING AND NON-OPERATING EXPENSE COMPARISON **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**

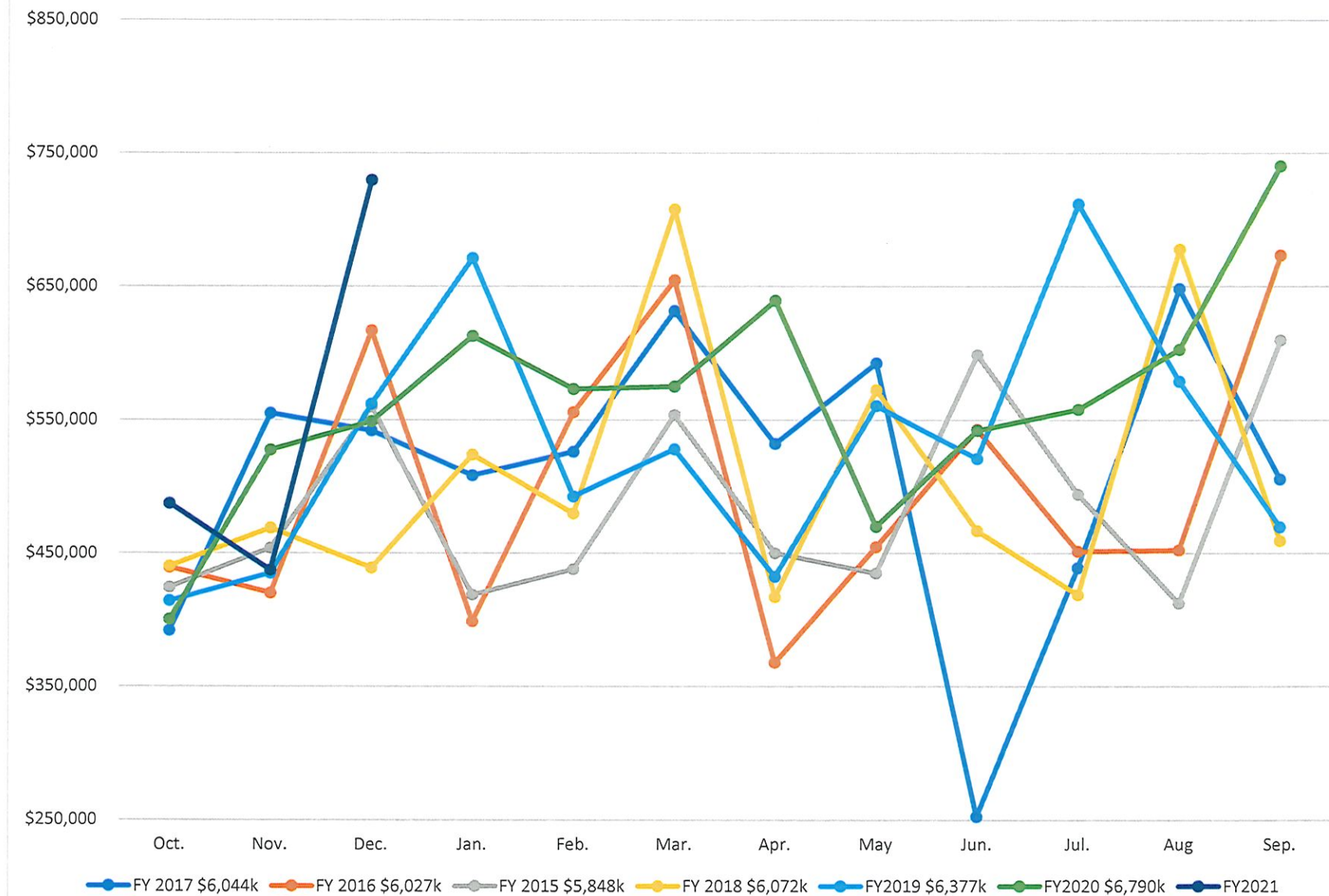
OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
DECEMBER 2020 FY-21



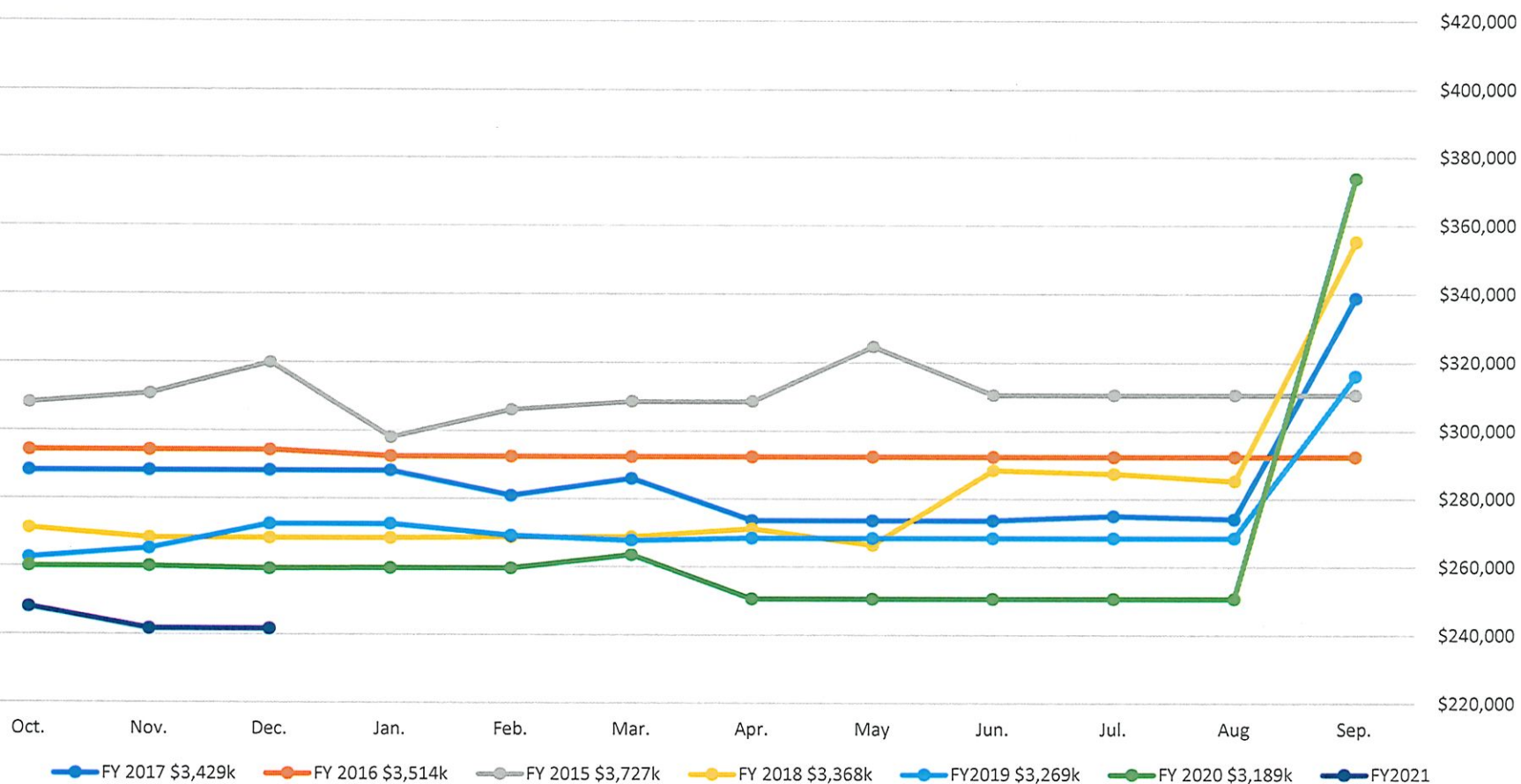
NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
DECEMBER 2020 FY-21



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	B	T	W	X	Y	Z	AA	AB	AC	AD	AE	AF
90		Okeechobee Utility Authority		OUA prepared /		OUA prepared		OUA prepared					
91		Statement of Cash Flows											
92		Basis of Accounting		Accrual Basis for		Accrual Basis for		Accrual Basis for					
93				Revenues		Revenues		Revenues					
94				Accrual for Basis		Cash Basis for		Cash Basis for					
95				Expenses		Expenses		Expenses					
96				Sept 30, 2019		Sept 30, 2020		Dec 31, 2020					
97				12 Months		12 Months		3 Months					
98		Cash Flows from Operations											
99		Operating income		1,192,903		1,135,425		489,630					
100		Depreciation & Amortization		2,804,190		2,602,410		632,926					
101		Increase (decrease) in cash from changes in accounts receivable		(4,715)		(232,092)		658,582					
102		Increase (decrease) in cash from changes in accounts payable		508,329		(394,791)		(265,373)					
103		Increase in cash from changes in other assets & liabilities		83,081		446,956		124,472					
104		Decrease in cash from changes in other assets & liabilities		(80,543)		(380,084)		(292,151)					
105		Cash provided (used) by operations		4,503,245		3,177,824		1,348,086					
106													
107		Cash Flows from Nonoperating Revenues/Expenses											
108		Capital connection fees		191,424		97,281		117,261					
109		Interest revenue		197,248		157,694		13,838					
110		Interest expense		(598,589)		(605,170)		(98,541)					
111		Cash provided (used) by nonoperating activities		(209,917)		(350,195)		32,558					
112													
113		Cash Flows from Capital and Financing Activities											
114		Purchase of equipment, computer hardware, completed construction projects & contributed capital assets		(481,812)		(342,551)		(97,259)					
115		Construction in progress		(2,499,599)		(4,913,908)		(712,454)					
116		Acquisition of land and related costs		0		(252,195)		0					
117		Sale of land and equipment		32,431		8,610		0					
118		Gain (Loss) on sale of land and equipment		6,432		2,310		18,348					
119		Bond principal payments		(4,802,237)		(1,287,391)		0					
120		Grant revenue & FEMA reimbursement		394,358		970,270		0					
121		Capital contributions		8,772		224,430		18,987					
122		Cash provided (used) by capital / financing activities		(7,341,655)		(5,590,425)		(772,378)					
123													
124		Net increase (decrease) in cash and investments		(3,048,327)		(2,762,796)		608,265					
125													
126		This interim cash flow statement for 12/31/20 does not include accruals for operating expenses.											
127		Revenues, however, are reported on an accrual basis.											

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
December 31, 2020

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 1,901,344.72
Unrestricted assets:	
Investments	0.00
Interest receivable	0.00
Grants receivable	
Restricted assets:	
Cash and cash equivalents	7,909,929.41
Investments	0.00
Interest receivable	0.00
Receivables:	
Accounts receivable	1,238,736.00
less allowance for uncollectible accounts	-192,028.72
Inventories	525,924.85
Prepaid Expenses	349,585.50
Total current assets	<u>11,733,491.76</u>

NONCURRENT ASSETS

Capital assets:

Land	2,743,323.32
Utility plants, buildings and equipment	<u>99,548,556.92</u>
	102,291,880.24
Less accumulated depreciation	<u>-47,144,829.92</u>
	55,147,050.32
Construction in progress	<u>7,871,460.20</u>
Total capital assets	<u>63,018,510.52</u>

Other Assets:

Net Pension Asset	286,195.00
Unamortized organizational cost, net	141,663.62

Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid	206,267.00
Deferred loss on bond refunding, net	<u>609,159.07</u>
Total Deferred charges:	815,426.07

Total noncurrent assets	<u>64,261,795.21</u>
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TOTAL ASSETS	<u><u>\$ 75,995,286.97</u></u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	264,049.73
Accrued expenses		103,940.82
Due to other governments		38,413.26
Bonds payable (current)		2,028,142.73
Accrued compensated absences (current)		253,848.64
Payable from restricted assets		
Accrued interest		102,684.28
Customer Deposits		580,309.88
Total current liabilities		<u>3,371,389.34</u>

NONCURRENT LIABILITIES

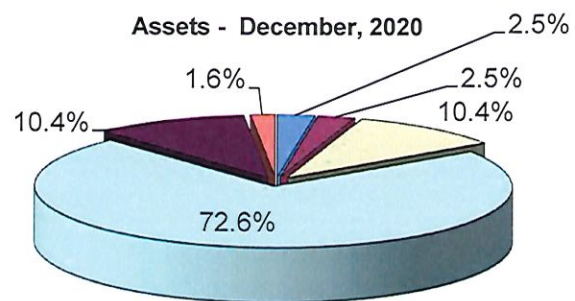
Long-term portion of bonds payable, net		18,995,699.46
Accrued OPEB payable		50,665.00
Net Pension Liability and Deferred Pension Inflow		571,809.00
Unearned revenues:		
Land Lease Deferral		-
Developer agreements		464,635.36
Total noncurrent liabilities		<u>20,082,808.82</u>

TOTAL LIABILITIES		<u>23,454,198.16</u>
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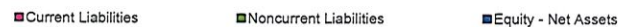
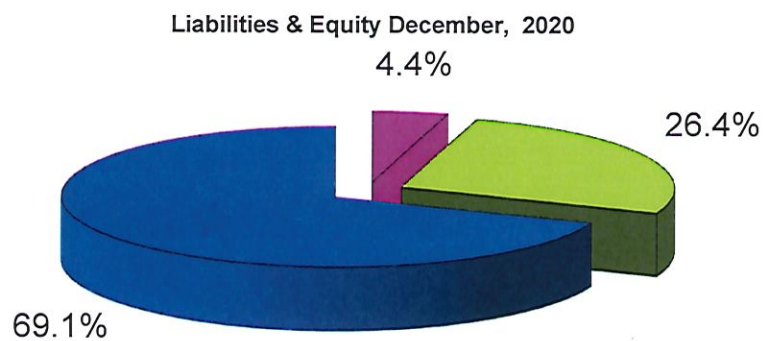
NET POSITION

Invested in capital assets, net of related debt		38,353,565.00
Restricted for capital projects		2,152,317.00
Restricted for debt service		627,806.00
Restricted for Rate Stabilization		2,400,940.00
Unrestricted		8,446,938.20
YTD Surplus of Revenue over Expenses		559,522.61
Total net position		<u>52,541,088.81</u>

TOTAL LIABILITIES AND NET POSITION	\$	<u>75,995,286.97</u>
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Cash	1,901,345	2.5%
AR, Inventory & Prepaid	1,922,218	2.5%
Restricted Cash	7,909,929	10.4%
Fixed Assets	55,147,050	72.6%
Construction in Progress	7,871,460	10.4%
Other Assets (Deferred Charges)	1,243,285	1.6%
Total Assets	75,995,287	



Current Liabilities	3,371,389	4.4%
Noncurrent Liabilities	20,082,809	26.4%
Equity - Net Assets	52,541,089	69.1%
Total Liab & Equity	75,995,287	

Okeechobee Utility Authority
Detail of December 31, 2020 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

		Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Accounts included in Other Operating Revenue:				
Install Fees-Water		\$ 4,974	\$ 1,594	\$ 3,380
Private Fire Protection		\$ 19,128	17,671	1,456
Turn on/off Fees		\$ 15,948	11,902	4,047
Other Revenue-Water	A	\$ 5,137	3,634	1,504
Install Fees-Sewer		\$ 520	1,530	(1,010)
Kings Bay Sewer Maint. Fees		\$ 2,623	2,756	(133)
Other Revenue-Sewer	B	\$ 396	504	(108)
Penalties & Late Charges		\$ 28,259	29,352	(1,093)
Gain/Loss Sale of Assets	C	\$ 18,348	0	18,348
Ag Land Lease		\$ -	0	0
Miscellaneous Revenue	D	\$ 13,505	9,833	3,672
Totals		<u>\$ 108,837</u>	<u>\$ 78,774</u>	<u>\$ 30,063</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

There was \$18,000 of insurance proceeds from the truck that was declared totaled.
The truck was 100% depreciated on OUA's accounting records.

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. 5

JANUARY 11, 2021

CONSENT AGENDA

INVOICES FROM ONEWATER, INC. – LAKEVIEW ESTATES WWTP

Please find attached the invoice in the amount of \$63,900.00 submitted by OneWater, Inc. Staff is aware of the work currently being done by OneWater, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$977,950.00
May-20	1	May-20		\$45,572.00	\$932,378.00
Jun-20	2	Jun-20		\$136,314.31	\$796,063.69
Jul-20	3	Jul-20		\$52,969.00	\$743,094.69
Aug-20	4	Aug-20		\$50,509.00	\$692,585.69
Sep-20	5	Sep-20		\$36,500.00	\$656,085.69
Oct-20	6	Nov-20		\$32,725.00	\$623,360.69
Nov-20	7	Nov-20		\$36,765.00	\$586,595.69
Dec-20	8	Dec-20		\$38,257.50	\$548,338.19
Jan-21	9	Jan-21	\$63,900.00		\$484,438.19

Staff recommends approval of this invoice in the amount of \$63,900.00 to OneWater, Inc.



INVOICE NO. 1363

January 4th 2021

Okeechobee Utility Authority
100 SW 5th Avenue
OKEECHOBEE FL 34974
Attention: John Hayford

OneWater Inc. – Two Pilot Projects
FLDEP Grant Agreement No: LP47012
OUA, OWI, Cain Enterprises Joint Agreement Executed
3/13/2020

AGREEMENT TOTAL - Grant Task Amounts to OneWater Inc.:									
Task 2 - Design and Permitting									\$ 123,000
Task 3 - Project Management & Testing									\$ 18,000
Task 4 - Construction									\$ 766,950
Task 5 - Connection to Central Sewer									\$ 70,000
TOTAL ORDER									\$ 977,950
PAYMENT DUE THIS INVOICE:									
Task 2	See KHA invoice								\$ 12,300.00
Task 3									\$ -
Task 4									\$ 30,000.00
Task 5	See ESI invoice								\$ 21,600.00
AMOUNT DUE THIS INVOICE									\$ 63,900.00
PRIOR INVOICES:	#1344A	#1346A	#1348A	#1352A	#1355A	#1357A	#1359A	#1362A	Totals
Task 2	\$ 6,150.00	\$ 11,070.00	\$ 13,530.00	\$ 11,070.00	\$ 6,500.00	\$ 2,725.00	\$ 6,765.00	\$ 7,995.00	\$ 65,805.00
Task 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4	\$ 39,422.00	\$ 125,244.31	\$ 39,439.00	39,439.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 8,662.50	\$ 342,206.81
Task 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,600.00	\$ 21,600.00
TOTAL PRIOR INVOICES	\$ 45,572.00	\$ 136,314.31	\$ 52,969.00	\$ 50,509.00	\$ 36,500.00	\$ 32,725.00	\$ 36,765.00	\$ 38,257.50	\$ 429,611.81
REMAINING TO BE INVOICED:									
Task 2									\$ 44,895.00
Task 3									\$ 18,000.00
Task 4									\$ 394,743.19
Task 5									\$ 26,800.00
TOTAL REMAINING TO BE INVOICED									\$ 484,438.19
TOTAL ORDER									\$977,950.00

Please remit amount due now to:

Pay Routing Transit Number: ABA 021052053

Account Number: 18339057

PNC Bank

OneWater Inc., P O Box 222, Cary NC 27512
Tel 317.582.1400 info@algaewheel.com

www.algaewheel.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

JANUARY 11, 2021

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SW WASTEWATER
SERVICE AREA PROJECT**

Please find attached the invoice in the amount of \$38,802.88 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 these requests.

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		\$38,802.88		\$355,508.64

Staff recommends approval of this invoice in the amount of \$38,802.88 to Sumner Engineering & Consulting, Inc.



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

Invoice

BILL TO

January 5, 2021

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

Invoice No. 1333

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

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

OUA Purchase Order No. 10264

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$485,036	76%	\$368,627.36	\$329,824.48	\$38,802.88
B2 – Bidding Services	\$27,160	0%	\$0.00	\$0.00	\$0.00
C – Construction Services	\$211,940	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$38,802.88

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$368,627.36

Total Billed this Invoice: \$ 38,802.88

For services rendered through January 2, 2020.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

JANUARY 11, 2021

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – OAK LAKE
ESTATES**

Please find attached the invoice in the amount of \$20,880.00 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 these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$43,500.00
Nov-20	1	Nov-20		\$22,620.00	\$20,880.00
Jan-21	2		\$20,880.00		\$0.00

Staff recommends approval of this invoice in the amount of \$20,880.00 to Sumner Engineering & Consulting, Inc.



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

Invoice

BILL TO

January 5, 2021

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

Invoice No. 1334
SW Wastewater Service Area Project (SEC Proj. No. 19-04)
Part D – Oak Lake Estates Design and Permitting
OUA Purchase Order No. 10544

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
D – Oak Lake Estates Design and Permitting	\$43,500.00	100%	\$43,500.00	\$22,620.00	\$20,880.00
				TOTAL:	\$20,880.00

Total Purchase Order Amount: \$43,500.00
Total Billed to Date: \$43,500.00
Total Billed this Invoice: \$20,880.00

For services rendered through January 2, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

JANUARY 11, 2021

CONSENT AGENDA

INVOICES FROM RJ SULLIVAN CORP – WTP IMPROVEMENTS

Please find attached the invoice in the amount of \$20,630.90 submitted by RJ Sullivan Corp. Staff is aware of the work currently being done by RJ Sullivan Corp. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$5,095,000.00
May-19	1	May-19		\$81,495.00	\$5,013,505.00
Jun-19	2	Jun-19		\$132,218.31	\$4,881,286.69
Jul-19	3	Jul-19		\$87,952.38	\$4,793,334.31
Aug-19	4	Aug-19		\$293,370.27	\$4,499,964.04
Sep-19	5	Sep-19		\$508,127.91	\$3,991,836.13
Oct-19	6	Oct-19		\$522,803.03	\$3,469,033.10
Nov-19	7	Nov-19		\$317,040.26	\$3,151,992.84
Dec-19	8	Dec-19		\$98,601.59	\$3,053,391.25
Jan-20	9	Jan-20		\$184,079.70	\$2,869,311.55
Feb-20	10	Feb-20		\$409,714.55	\$2,459,597.00
Mar-20	11	Mar-20		\$368,095.25	\$2,091,501.75
Apr-20	12	Apr-20		\$148,762.27	\$1,942,739.48
May-20	13	May-20		\$466,085.00	\$1,476,654.48
Jun-20	14	Jun-20		\$212,679.81	\$1,263,974.67
Jul-20	15	Jul-20		\$157,317.53	\$1,106,657.14
Aug-20	16	Aug-20		\$122,940.65	\$983,716.49
Sep-20	17	Sep-20		\$138,305.75	\$845,410.74
Nov-20	18	Nov-20		\$86,440.50	\$758,970.24
Nov-20	19	Nov-20		\$248,265.48	\$510,704.76
Dec-20	20	Dec-20		\$155,681.12	\$355,023.64
Jan-21	21		\$20,630.90		\$334,392.74

Staff recommends approval of this invoice in the amount of \$20,630.90 to RJ Sullivan Corp.

January 7, 2021
235-004.03

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

Dear Mr. Hayford:

Reference: Application and Certificate for Payment No. 21
Water Treatment Plant Improvements

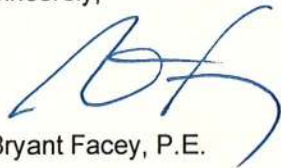
Enclosed is Payment Application and Certificate No. 20 for the above referenced project from R. J. Sullivan Corp. **We recommend funding the requested hard cost amount of \$20,630.90 as payment for work completed from December 1, 2020 through December 31, 2020.** The work for which payment is being requested includes:

1. Complete installation of GST drainpipe to pond.
2. Install new doors on existing electrical building (AA#5-2).

Please review the enclosed documents and if they meet your approval, please forward the Payment Application and Certificate documents to your Board for approval. Following Board approval, provide notice and/or copies of the enclosed Payment Application and Certificate for your files, R. J. Sullivan Corp. with their payment, and our office.

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

Sincerely,



Bryant Facey, P.E.

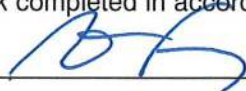
Encl.

**PAYMENT APPLICATION AND CERTIFICATE
SIGNATURE PAGE**

APPLICATION NUMBER 21

DATE	<u>January 6, 2021</u>	PROJECT NUMBER	<u>235-004.03</u>
PERIOD FROM	<u>December 1, 2020</u>	TO	<u>December 31, 2020</u>
PROJECT NAME	<u>Water Treatment Plant Improvements</u>		
CONTRACTOR	<u>R. J. Sullivan Corp.</u>		

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

Eckler Engineering, Inc. <u></u>	Date <u>1/7/2021</u>
Owner _____	Date _____
_____	Date _____

ACKNOWLEDGMENT OF PAYMENT

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

Contractor R. J. Sullivan Corp..

Address 2001 NW 22nd Street, Pompano Beach, FL 33069

By Mr. Mickey Bartlett

Title: Project Manager

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

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

NOVEMBER 9, 2020

CONSENT AGENDA

INVOICE FROM ECKLER ENGINEERING, INC. – PRP UTILITY IMPROVEMENTS

Please find attached the invoice in the amount of \$8,170.00 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with these requests.

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		\$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
Jan-21	9		\$8,170.00		\$25,150.00

Staff recommends approval of this invoice in the amount of \$8,170.00 to Eckler Engineering, Inc.

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

December 31, 2020
No: 235-006.01
Invoice No: 20295

Project: Pine Ridge Park Utility Improvements

Professional engineering services for the design of the Pine Ridge Park Utility Improvements as authorized on April 14, 2020 under P.O. No. 10380, Engineering Scope Revision No. 1 dated 7/20/2020 and Engineering Scope Revision No. 2 dated 12/3/2020.

Professional Services from November 26, 2020 to December 25, 2020

Fee

Total Fee	188,600.00		
Percent Complete	75.00	Total Earned	141,450.00
		Previous Fee Billing	133,280.00
		Current Fee Billing	8,170.00
		Total Fee	8,170.00

Billing Limits

	Current	Prior	To-Date
Total Billings	8,170.00	133,280.00	141,450.00
Limit			188,600.00
Remaining			47,150.00

Total this Invoice \$8,170.00

OKEECHOBEE UTILITY AUTHORITY**AGENDA ITEM NO. 10****NOVEMBER 9, 2020****CONSENT AGENDA****INVOICE FROM ECKLER ENGINEERING, INC. – WTP IMPROVEMENTS**

Please find attached the invoice in the amount of \$6,005.85 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$223,600.00
Mar-19	1	Mar-19		\$1,229.10	\$222,370.90
Apr-19	2	Apr-19		\$3,455.69	\$218,915.21
May-19	3	May-19		\$11,597.51	\$207,317.70
Jun-19	4	Jun-19		\$14,931.24	\$192,386.46
Jul-19	5	Jul-19		\$18,739.70	\$173,646.76
Aug-19	6	Aug-19		\$15,045.15	\$158,601.61
Sep-19	7	Sep-19		\$11,030.49	\$147,571.12
Oct-19	8	Oct-19		\$15,776.48	\$131,794.64
Nov-19	9	Nov-19		\$12,434.00	\$119,360.64
Dec-19	10	Dec-19		\$10,361.50	\$108,999.14
Jan-20	11	Jan-20		\$11,520.78	\$97,478.36
Feb-20	12	Feb-20		\$7,034.50	\$90,443.86
Mar-20	13	Mar-20		\$16,131.16	\$74,312.70
Apr-20	14	Apr-20		\$9,332.73	\$64,979.97
May-20	15	May-20		\$8,988.60	\$55,991.37
Jun-20	16	Jun-20		\$14,130.08	\$41,861.29
Jul-20	17	Jul-20		\$15,730.75	\$26,130.54
Aug-20	18	Aug-20		\$14,576.68	\$11,553.86
Sep-20	19	Sep-20		\$10,975.03	\$578.83
Oct-20	Task Order Change		\$58,800.00		\$59,378.83
Nov-20	20	Nov-20		\$29,142.57	\$30,236.26
Dec-20	21	Dec-20		\$14,370.63	\$15,865.63
Jan-21	22		\$6,005.85		\$9,859.78

Staff recommends approval of this invoice in the amount of \$6,005.85 to Eckler Engineering, Inc.

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

December 31, 2020

No: 235-004.03

Invoice No: 20296

Project: Water Treatment Plant Improvements

Professional engineering services relative to the services during construction of the Water Treatment Plant Improvements as authorized on April 17, 2017 under Purchase Order No. 9072 and Revision No. 1 dated October 12, 2020.

Professional Services from November 26, 2020 to December 25, 2020

Professional Personnel

	Hours	Rate	Amount	
Engineer 6				
Facey, Bryant	23.00	150.00	3,450.00	
Engineer 8				
Hammann, Douglas	11.00	204.00	2,244.00	
Technician 4				
Crick, Jeffrey	2.00	99.00	198.00	
Totals	36.00		5,892.00	
Total Labor				5,892.00

Reimbursable Expenses

Mileage			113.85	
Total Reimbursables			113.85	113.85

Billing Limits

	Current	Prior	To-Date
Total Billings	6,005.85	266,534.37	272,540.22
Limit			282,400.00
Remaining			9,859.78

Total this Invoice \$6,005.85

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

JANUARY 11, 2021

CONSENT AGENDA

SURPLUS ITEMS

Periodically staff reviews vehicles and equipment to determine what can be deemed surplus and available for disposal. At this time, there are a couple of item that are available.

1. 2002 Ford F-150 Ext. Cab 4x4 (1FTRX17W42NA93968) 133,621 miles, transmission issues, Estimated value plus or minus \$1,000.00
2. 1999 GMC Sierra 2500 4x4 (1GTGK24RXXR702197) 162,883 miles, transmission issues, Estimated value plus or minus \$750.00
3. Approximately 10-15 miscellaneous fire hydrants that are either old or non-repairable. These fire hydrants will not be sold at once, we'll add a few each time we list surplus items. Estimated value plus or minus \$25.00 each
4. Vertical Turbine Pump, estimated value plus or minus \$250.00

Staff recommends approval of these items to be deemed surplus and available for disposal.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

JANUARY 11, 2021

SWSA OAK LAKE ESTATES WASTEWATER IMPROVEMENTS PROJECT

This project is well in to the design and bidding phase. Bids will be received, evaluated and tabulated within the next few weeks. At the next OUA Board meeting the results will be presented. The Board could review, discuss and possibly make a recommendation to award.

Attached is a continuation engineering proposal from SEC to continue this work. As you are aware, the OUA Board selected SEC as the engineer of record for the Southwest Service Area wastewater improvements project.

The Oak Lake Estates area is a portion of the overall collection project for the master SWSA project.

OUA staff has reviewed the proposal and recommends OUA Board approval of the Sumner Engineering & Consulting, Inc. proposal for the SWSA Oak Lake Estates Vacuum Collection, Bidding & Construction Administration Services contract in the amount of \$56,990.00.

SUMNER ENGINEERING & CONSULTING, INC. Project Number 19-04
SUMNER ENGINEERING & CONSULTING, INC. Project Name: **SWSA Oak Lake Estates Vacuum Collection
Bidding & Construction Administration Services**

CONSULTING SERVICES AGREEMENT (ADDITIONAL SERVICES)

This Consulting Services Agreement ("Agreement") effective January 11, 2021, is by and between **OKEECHOBEE UTILITY AUTHORITY** ("Client"), and **SUMNER ENGINEERING & CONSULTING, INC.**, a Florida Corporation ("SEC, Inc." or "Consultant"), referred to individually as ("Party") and collectively as ("Parties").

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

1 SCOPE OF SERVICES

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

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

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

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

SUMNER ENGINEERING & CONSULTING,
INC.

 1/5/21
Signature Date

Jeffrey M. Sumner, P.E.

Name

President

Title

Address
410 NW 2nd Street
Okeechobee, FL 34972

OKEECHOBEE UTILITY AUTHORITY

Signature Date

Steven D. Nelson

Name

Chairman

Title

Address
100 SW 5th Avenue
Okeechobee, FL 34974

**EXHIBIT A
SCOPE OF SERVICES**

PREPARED FOR: Okeechobee Utility Authority

DATE: January 5, 2021

SUBJECT: Bidding & Construction Administration Services –
Southwest Service Area (SWSA) Project Part D -
Oak Lake Estates Vacuum Sewer Collection System

SCOPE OF SERVICES

The Southwest Wastewater Service Area Project ("SWSA Project" or "Project") is currently the subject of a Preliminary Engineering Report (PER) and USDA Funding Application being prepared by Sumner Engineering & Consulting, Inc. That work, including 10% design of the proposed collection system, has previously been authorized by Okeechobee Utility Authority (OUA PO No. 9930, Tasks A1 – A4.) Further, "Project 1" of the Project, including a new master lift station and force main to OUA Lift Station NW-15, is currently under design and permitting (OUA PO No. 10264, Tasks B1, B2 and C).

We anticipate seeking authorization for final design and permitting of the proposed vacuum collection system ("Project 2") in the coming months, upon completion of the USDA funding application process. However, a portion of the Project area (Oak Lake Estates) is the subject of proposed drainage improvements by the County in the near term. The County has requested that OUA work to expedite design of the vacuum collection system in that neighborhood, such that all proposed improvements can be bid and constructed simultaneously. The benefit to this approach is to limit the disturbance to Oak Lake Estates residents. To that end, SEC, Inc. is currently finalizing design and permitting services for Oak Lake Estates (OUA PO No. 10544, Task D1).

SEC, Inc. is seeking authorization for bidding and construction administration services associated with the SWSA Oak Lake Estates project (Tasks D2 and D3, respectively).

The scope of services for work to be authorized under this agreement is described below. This agreement utilizes task nomenclature consistent with the existing agreement, and with the project phasing as described above, as shown in the following table:

Task Name	Status
SWSA PART D – OAK LAKE ESTATES	
D2 – Bidding Services	Authorization Requested
D3 – Construction Administration	Authorization Requested

This agreement seeks authorization for Bidding and Construction Administration Services for the Oak Lake Estates collection system only (Subparts D2 and D3 listed above).

The scope of services is described in more detail below:

SCOPE PART D – SWSA OAK LAKE ESTATES VACUUM SEWER

TASK D2 BIDDING SERVICES

Consultant will provide the following bid-phase service work items. This effort assumes the project is bid as one construction project:

- Coordinate with Okeechobee County and their consultants regarding their portion of the project work (Drainage Improvements).
- Prepare a “combined” set of project specifications and bid / contract documents for the Wastewater and Drainage improvements proposed. It is assumed that County’s consultant will provide technical specifications for the drainage improvements, along with their construction drawings in pdf format.
- Assist the OUA with advertising the contract by preparing digital and hard copies of the bid documents and making them available, at Consultant’s location, for purchase and pick-up by prospective bidders. It is assumed that OUA will advertise the bid.
- Conduct a pre-bid conference at the OUA’s office or other location as directed by OUA.
- Receive, record, and issue clarifications to bidders’ written questions. Clarifications will be submitted in writing via addendum.
- Prepare up to three addenda to the Contract Documents.
- Prepare bid tabulations, review the bids, review Contractor’s credit and performance history, and provide letter of findings for contract award to OUA. Consultant will prepare written letter of findings and bid tabulation, along with a recommendation for award.

TASK D3 CONSTRUCTION ADMINISTRATION

Construction administration supports the project during construction of the Oak Lake Estates Vacuum Sewer Project. This task includes periodic site visits by project team members, such as the Project Manager, Project Engineer, Resident Observer, and Contract Administrator, to coordinate activities, help offset potential schedule/construction conflicts, and help track the project documentation required by the construction contract. The project is expected to be substantially complete within 150 calendar days from Notice to Proceed (NTP), and final completion is expected within 180 calendar days of NTP.

Our services will include coordination, as may be required, with County staff and their consultant team in administering portions of the construction contract related to drainage. Submittal review and resident observation, described below, are for the vacuum sewer portion of the proposed work only. We assume that County staff will provide those services

for the drainage portion of the proposed work. Our scope does include coordination of these items between the Contractor and County as may be requested.

As part of our construction-administration services, Consultant will:

- Incorporate changes issued via addenda during the Bid Phase into Conformed Contract Documents and provide the OUA with up to two (2) full-size, signed-and-sealed sets of drawings and specifications for its use.
- Receive, log, review, and issue comments for Requests for Information (RFI) as requested by the Contractor.
- Generate and issue Construction Field Orders (CFO) as may be required.
- Generate and issue Proposed Contract Modifications (PCM) as may be required, review PCMs for conformance with the Contract Documents, and make recommendations.
- Generate and issue Change Orders (CO) and review COs for conformance with the Contract Documents and make recommendations.
- Prepare, log and issue Notices of Non-Compliance.
- Conduct one pre-construction meeting and monthly (once per month) on-site Construction Progress Meetings. Prepare agenda, sign-in sheet, and meeting minutes and distribute meeting minutes to the Contractor and the OUA. Consultant will conduct up to 6 Construction Progress Meetings for this project, based on the estimated 6-month construction period.
- Receive, review, and file field correspondence. Coordinate construction activities and issues with the OUA-assigned project manager.
- Process Pay Applications. Consultant will receive the Pay Applications from the Contractor, log and review them with the Resident Observer and the OUA's assigned project manager, and recommend payment to the OUA.
- Provide engineering support and site visits by the Project Engineers to review that construction generally complies with the Contract Documents and permit requirements.
- Maintain an Owner's file of project paperwork and provide the file to the OUA at project completion.

D3.1 SUBMITTAL REVIEW

Consultant will receive, review, log all comments and issue comments on project submittals for work designed by Consultant.

Consultant will receive and log submittals which include administrative submittals (e.g., construction schedules, work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and operation and maintenance

(O&M) manuals. This Scope includes an initial review and one re-submittal review for each submittal.

D3.2 RESIDENT OBSERVATION

Consultant will provide part-time resident observation during construction to monitor that construction is being completed in general accordance with the Contract Documents. While on site, the Resident Observer or Contract Administrator will:

- Verify the level of staffing and equipment that the Contractor has on site.
- Witness and document testing as may be required by the Project documents.
- Take photographs of project progress to be included with the observation record.
- Generate an inspector's observation record.
- Verify that materials delivered to the site are consistent with submitted materials.
- Review all progress reports and payment requests against constructed project elements.

Based on the nature of this construction project, Consultant assumes that our Resident Observer will be on site an average of 4 hours per week during the construction period. Consultant will coordinate with the Contractor to determine their schedule for construction. The estimate of Resident Observer's time is 104 hours and is based on 4 hours per week and a 6-month (180 calendar days) construction period.

D3.3 CONTRACT CLOSEOUT

When the Contractor provides notice that the project is substantially complete, Consultant will begin contract closeout, which includes the following services:

- The Project Engineer shall visit the site with OUA and the Contractor and generate a punchlist (an initial list of items to be corrected or completed) to the Contractor and OUA.
- Issue a Certificate of Substantial Completion to the OUA and the Contractor for signatures with the final punchlist attached for their engineered portion of the design.
- Visit the site at Final Completion with the OUA and the Contractor and document any remaining deficiencies for their engineered portion of the Design.
- Assist the OUA with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Completion.
- Review the Contractor's mark-ups of the Construction Drawings and produce two full-size signed-and-sealed Record Drawings sets along with two CDs containing electronic versions in pdf and dwg formats.
- Prepare and submit FDEP Certification of Completion and Request to Place In Service, including notification of Receipt of Record Drawings and O&M Manuals from the Contractor.

- Prepare and submit FDEP Grant closeout documentation, as may be required.

SCHEDULE

SEC, Inc. anticipates bidding to be complete in early February 2021. Substantial and final completion of construction are anticipated in summer 2021.

COMPENSATION

Consultant proposes to perform the services detailed above in Part D2 on a Lump Sum basis. Services described in Task D3 will be on a Time & Expense basis. Additional costs incurred for any work or services not included in the scope above, required by unforeseen circumstances or requested by the OUA that affect the fees in the table below will not be started without written authorization from the OUA.

Task Description	Fee Basis	Fee
PART D – Oak Lake Estates Collection System		
Task D2 – Bidding Services	Lump Sum	\$14,660
Task D3 – Construction Administration	Time & Expense	\$42,330
Total		\$ 56,990

EXHIBIT B**COMPENSATION AND PAYMENT**

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

[] Retainer of [N/A]

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

[x] Time & Material - See **EXHIBIT B-1** (Schedule of Fees) incorporated herein by reference.

[x] Lump Sum

2 REIMBURSABLE EXPENSES Reimbursable expenses are expenditures made by SEC, INC. for goods, travel expenses (excluding mileage) and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to SEC, INC. plus ten percent (10%) to cover related administrative costs. Mileage costs will be billed at the current IRS rate.

3 CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. A Change Order form will be provided by SEC, INC.

4 INVOICING/STATEMENTS SEC, INC. may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify SEC, INC. in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice, and shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

5 PAYMENT

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

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

5.3 If the Project is suspended by Client for more than 30 days, SEC, INC. shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, SEC, INC. shall be entitled to an equitable adjustment in cost and schedule to compensate SEC, INC. for expenses incurred as a result of the interruption and resumption of the Services.

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

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

5.6 Client shall make invoice payment to SEC, INC. using one of the following methods:

5.6.1 SEC, INC. Office:

SUMNER ENGINEERING & CONSULTING, INC.
410 NW 2nd Street
Okeechobee, FL 34972

5.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: Sumner Engineering & Consulting
Bank Name: CenterState Bank
Address1: 2100 South Parrott Avenue
City/State/Zip: Okeechobee, FL 34974
Account Number: 25257429
ABA Routing Number: 063114030

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

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EXHIBIT B-1**SCHEDULE OF FEES**

Compensation shall be based on the following Schedule of Fees:

SEC, Inc. HOURLY LABOR RATES

Principal Engineer	\$ 170.00
Professional Engineer / Project Manager	\$ 125.00
Engineering Designer	\$ 100.00
Field Engineer or Field Representative	\$ 90.00
CAD Designer	\$ 75.00
Administrative Staff	\$ 45.00

OTHER LABOR RATES

Labor rates for sub-consultants and sub-contractors will be billed at their standard contract rates plus a 10% mark-up to cover general administrative costs.

If additional services are authorized during the performance of the Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

SCHEDULE OF FEES ANNUAL RATE ADJUSTMENTS

The Schedule of Fees is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on current Schedule of Fees for those years.

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EXHIBIT C**STANDARD TERMS AND CONDITIONS**

1 NOTICE All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

TO CLIENT:

100 SW 5th Avenue

Okeechobee, FL 34974

Attn: John Hayford, PE

TO SUMNER ENGINEERING & CONSULTING, INC.:

410 NW 2nd Street

Okeechobee, FL 34972

Attn: Jeffrey M. Sumner, P.E.

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

2 SEC, INC.'S RESPONSIBILITIES

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

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

2.3 SEC, INC. shall be responsible for its performance and that of SEC, INC.'s lower-tier subconsultants and vendors. However, SEC, INC. shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors or vendors (collectively "Contractors"). SEC, INC. shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of construction personnel; (iii) selection of construction equipment; (iv) co-ordination of construction subcontractors or vendors; (v) for placing

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

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

3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

5 DATA RIGHTS

5.1 All Deliverables resulting from the performance of the Services shall become the property of Client upon proper payment. Any modification or reuse of Deliverables without the express written verification or adaptation by SEC, INC. for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to SEC, INC. or others for whom SEC, INC. bears responsibility. Any such verification or adaptation will entitle SEC, INC. to further compensation at rates to be agreed upon by the Parties.

5.2 Notwithstanding the above Section 5.1, SEC, INC.'s proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SEC, INC. and used to develop the Deliverables ("SEC, INC. Data"), shall remain the sole property of SEC, INC.

6 FORCE MAJEURE Neither Party shall be responsible for a delay in performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather

conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. SEC, INC. shall be entitled to an equitable adjustment in Compensation, Project Schedule, or both, in the foregoing circumstances.

7 INSURANCE SEC, INC. will provide evidence of insurance coverages and amounts upon request.

8 INDEMNITY SEC, INC. agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by the negligence or willful misconduct of SEC, INC. in the performance of the Services.

9 CONSEQUENTIAL DAMAGES WAIVER In no event shall either Party be liable to the other for any indirect, incidental, special, consequential or punitive loss or damages whatsoever (including but not limited to lost profits, loss of use or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.

10 RISK ALLOCATION AND RESTRICTION OF REMEDIES The Parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Client agrees to restrict its remedies under this Agreement against SECI, its affiliates and subcontractors, and their respective directors, officers, shareholders, members, employees and agents ("Consultant Covered Parties"), so that the total aggregate liability of the Consultant Covered Parties shall not exceed the actual paid compensation for the Services, or \$50,000, whichever is less. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney's fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the services unless a longer period is required by law. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

11 GOVERNING LAW & VENUE This Agreement shall be governed by and interpreted under the laws of the State of Florida. Any legal proceeding, whether court proceeding, arbitration, mediation, administrative, or any other proceeding brought to determine any controversy or claim arising out of or related to this Agreement, or the breach thereof, whether in tort, contract, strict liability, or any other legal theory, shall be brought and heard only in Okeechobee County, Florida, which the Parties agree shall be the exclusive and mandatory venue for such proceeding.

12 TERMINATION This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, SEC, INC. will be paid for all Services performed up to the termination date plus reasonable termination expenses, including without limitation, reassignment of personnel, subconsultant termination costs and related close-out costs.

13 ASSIGNMENT Neither party may assign this Agreement, in part or in whole, without the written consent of the other Party; provided, however, that SEC, INC. shall be entitled without such consent to assign this Agreement to any of its subsidiaries or affiliates upon written notice to Client and to engage subconsultants to perform all or any part of the Services. SEC, INC. shall remain responsible for the performance of the Services.

14 WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

15 SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any

invalid or unenforceable provision were omitted. Articles 2, 5, 8, 9 and 10 shall survive termination of this Agreement.

16 SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17 ORDER OF PRECEDENCE

EXHIBIT "X"	Change Orders
EXHIBIT C	Terms and Conditions
EXHIBIT B	Compensation & Payment
EXHIBIT B-1	Schedule of Fees (if applicable)
EXHIBIT A	Services
Other contract documents	

18 SPECIAL TERMS & CONDITIONS

<p>Specialized Services Terms and Conditions [] is [x] is not attached to and incorporated by reference into this Agreement.</p>
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[SERVICES DURING CONSTRUCTION] If the Services include SEC, INC.'s performance during the construction phase of the Project, Client shall require its Contractors and any vendors working on the Project Site to defend, indemnify and hold harmless SEC, INC. and the Client as follows:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client and SEC, INC. and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause.

In any and all claims against the Client, or SEC, INC. or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

The obligation of the Contractor under this clause shall not extend to the liability of SEC, INC., its agents or employees, arising out of (1) the preparation of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure to give directions or instructions by SEC, INC., its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

In addition, Client shall require the Contractors to add SEC, INC. as an additional insured on the Contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project.

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OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

JANUARY 11, 2021

PINE RIDGE PARK UTILITY SYSTEM IMPROVEMENTS

Please find attached the modified FDEP Grant (LPQ0017) for the Pine Ridge Park Service Area – Wastewater Collection System.

Originally, the grant was for 80 homes to be connected at \$1,500,000. Last year a request was made by a mobile home park to connect due to a failing treatment system. There were also 14 additional homes to connect. The State added \$1,250,000 to the grant to complete the wastewater collection system in total.

OUA staff and CAS Governmental Services representatives have worked closely with FDEP staff to prepare this document.

After review and discussion, OUA staff is recommending approval of the document and authorization to execute it and return to FDEP.

AMENDMENT NO. 1
TO AGREEMENT NO. LPQ0017
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
OKEECHOBEE UTILITY AUTHORITY

This Amendment to Agreement No. LPQ0017 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Okeechobee Utility Authority (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee Okeechobee Utility Authority Pine Ridge Park Service Area Wastewater Collection System effective February 17, 2020, and,

WHEREAS, funding in the amount of \$1,500,000 was provided under Line Item 1662 of the 2019-2020 General Appropriations Act for Okeechobee Utility Authority Pine Ridge Park Service Area Wastewater Collection System ("Project"); and

WHEREAS, \$1,250,000 in additional funding for this Project was provided under Line Item 1641 of the 2020-2021 General Appropriations Act; and the total funding for this Agreement is now \$2,750,000 and,

WHEREAS, the Grantee has requested a revision in the scope of work location of the budget for the project, and an extension of the Agreement which is needed because of the addition of more homesites and,

WHEREAS, certain provisions of the Agreement need revision

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until June 30, 2023. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
3. Attachment 5, Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements attached hereto and made a part of the Agreement. All references in the Agreement Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
4. All other terms and conditions of the Agreement remain in effect and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LPQ0017 to be duly executed the day and year last written below.

OKEECHOBEE UTILITY AUTHORITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Steven D. Nelson, Chairman

By: _____
Trina Vielhauer, Division Director

Date _____

Date: _____

Sue Leitholf, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this amendment

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-2	Revised Grant Work Plan (4 Pages)
Attachment	5-1	Revised Special Audit Requirements (6 Pages)

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Okeechobee Utility Authority Pine Ridge Park Service Area Wastewater Collection System

PROJECT LOCATION: The Project will be located in the Pine Ridge Park Service Area Okeechobee County, Lat/Long (27.2515,80.7980). See Figure 1 for a location map

PROJECT BACKGROUND: The Okeechobee Utility Authority (OUA) (Grantee) completed a preliminary engineering study for the Pine Ridge Park Service Area. This study evaluated the potential public health risk, the sewer overflow and drain field flooding occurring in this area. These problems exist because of surface topography, existing soil conditions and site density. To eliminate these issues (potential health risk), the study evaluated several sanitary collection systems. This process identified gravity sewer as a specific infrastructure improvement to eliminate or reduce the potential problems.

During the preliminary design phase, the owner of the Palm Mobile Home Village, LLC (MHP) as well as the Health Department contacted the OUA to see if connecting the MHP to the Pine Ridge system was feasible. With the addition of the gravity sewer line on NEth Lane and a small pump station, not only could the MHP be connected, but, an additional 13 homes on NEth Lane could be connected. This additional work will connect an additional 16 mobile homes and 14 homes to the Pine Ridge Park wastewater system.

PROJECT DESCRIPTION: The Grantee will design and install a gravity sanitary collection system to serve approximately eighty (80) homes and 26 mobile homes. Once the collection system has been installed, certified and released for service, the OUA will connect each homesite to the new collection system. Additionally, each existing septic tank will be permitted for abandonment, pumped out and either removed or crushed in place. While subject to final engineering design, the proposed wastewater improvements will consist of eliminating aging and/or failing existing septic systems that now continue to pollute and leach into the Lake Okeechobee Watershed Basin. The project includes the design and construction of the gravity sanitary sewer collection system in the Pine Ridge Park Service Area.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the Pine Ridge Park Service Area Wastewater Collection System and obtain all necessary permits for construction of the project.

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

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

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

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Pine Ridge Park Service Area - Wastewater Collection System

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

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

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

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

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

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

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

Task 4: Construction

Deliverables: The Grantee will construct the Pine Ridge Park Service Area Wastewater Collection System in accordance with the construction contract documents.

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 signed Engineer's Certification of Payment Request.

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

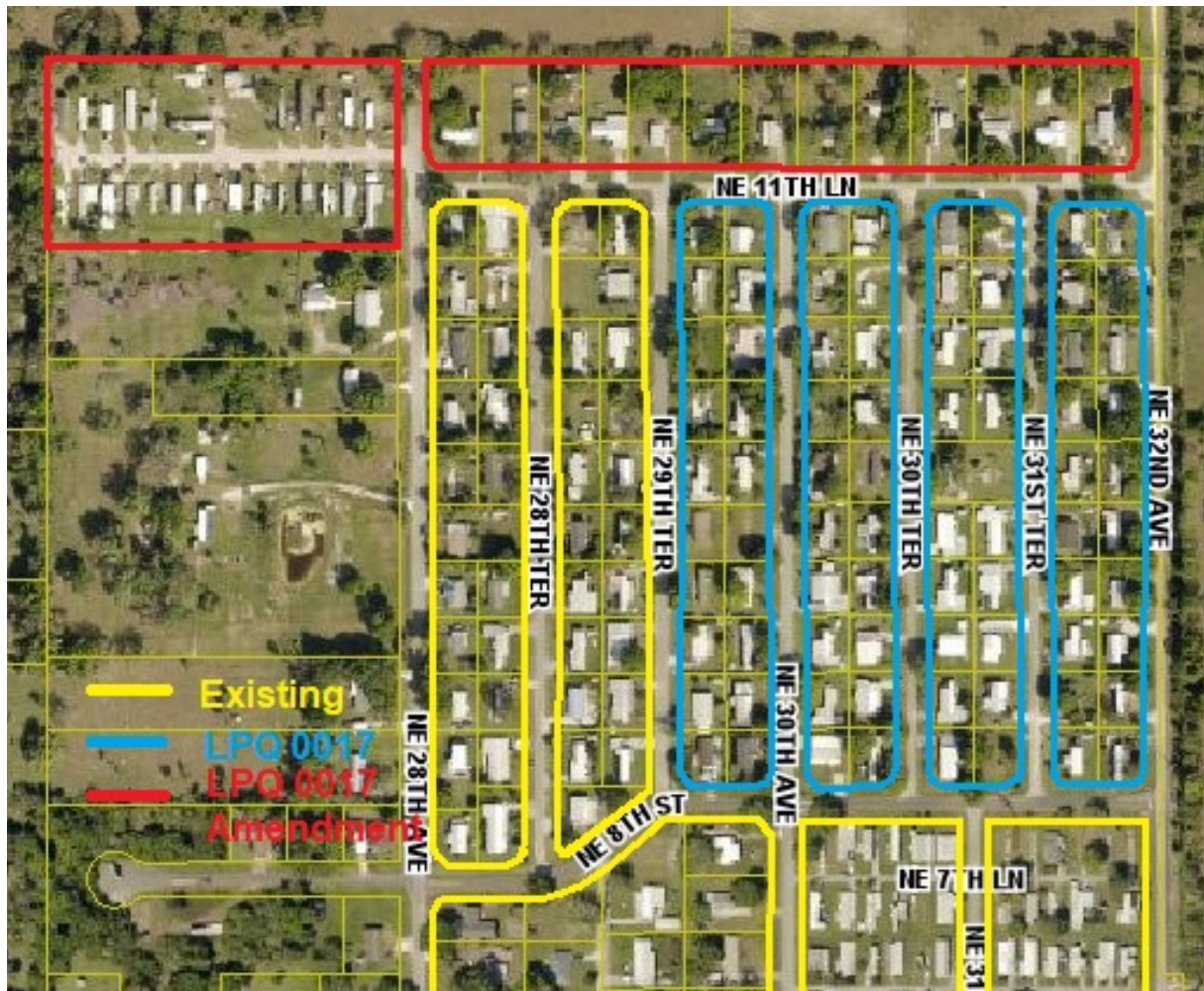
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by and all documentation received by the corresponding task end date

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$ 163,600	07/01/2019	08/31/2021
2	Bidding and Contractor Selection	Contractual Services	\$ 3,000	07/01/2019	08/31/2021
3	Project Management	Contractual Services	\$ 110,000	07/01/2019	12/31/2022
4	Construction	Contractual Services	\$2,473,400	07/01/2019	12/31/2022
Total:			\$ 2,750,000		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Location Map



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

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement, and 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 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 addressee responsibilities as provided in 2 CFR 200.505-512.
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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity 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 proprietary audit for such fiscal year in accordance with Section 215.97, FS; Rule Chapter 69F5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and forprofit 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 one, the recipient shall ensure that the audit complies with the requirements of Section 215.97, 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 forprofit 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 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 ent
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/fsa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website <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 by 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 32399-0000

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 32399-1500

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 ~~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 32399-0000

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 in accordance with 40 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.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart-A Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and 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 Agreement and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

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

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

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

Federal Program A	First Compliance requirement: (what services of purposes resources must be used for)	
	Second Compliance requirement: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: (what services of purposes resources must be used for)	
	Second Compliance requirement: (eligibility requirement for recipients of the resource)	
	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	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,500,000	149935
Amendment 1	Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,250,000	149935
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,750,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, that the different requirements pertain to different amount for the 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 Financial Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://apps.fldfs.com/fsaa/searchCatalog.htm>] and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement) [http://apps.fldfs.com/fsaa/state_project_compliance.htm]. 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.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

JANUARY 11, 2021

KING'S BAY WATER MAIN EXTENSION

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.

The property location and lengths of water main are shown below.



Mr. Steve Dobbs, as the engineer for the property owner, has provided a scope of work and fee schedule for the water main extension. Attached is a preliminary cost estimate to construct a water main to the subject property.

If the OUA Board is agreeable, Staff is requesting authorization to accept the engineering proposal and to engage surveying services for this project. Once this field work is completed, staff will bring back to the OUA Board estimates for any extra water main upgrades or extensions.

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

Exhibit A: Scope



ADDRESS

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

EXHIBIT A: SCOPE #	DATE	
1378	12/15/2020	

ACTIVITY	QTY	RATE	AMOUNT
Addendum This addendum amends and is hereby incorporated into the existing contract / scope which was entered into by and between Okeechobee Utility Authority (CLIENT) and Steven L. Dobbs Engineering, LLC. (ENGINEERING) with the contract dated 7/24/2014 (date).	1	0.00	0.00
Engineering Services Based on final site plan, ENGINEER will prepare design and construction plans to include the potable water facilities. It is assumed that connection for potable water are available within 100' of the project boundary. For the purpose of this proposal it is anticipated that this site will not need to be platted. The preparation of easement documents is not included in this proposal.	1	3,000.00	3,000.00
Permitting Services ENGINEER will prepare the necessary permit plans and calculations for the below checked permits. ENGINEER will begin the permit application process upon completion of the construction plans; however permitting coordination with regulatory agencies begins during the design phase. ENGINEER will include normal Development Team and Agency coordination and one (1) permit response to the various governmental agencies after the initial submittal. Offsite roadway and drainage and utility improvements are not anticipated or included with this proposal.	0	0.00	0.00
FDOT Utility Permit ENGINEER shall prepare for client's signature an application for a Florida Department of Transportation Utility Permit	1	2,000.00	2,000.00
Permitting Services:FDEP (Water) ENGINEER shall prepare for client's signature an application for a Florida Department of Environmental Protection Water Main Extension General Permit.	1	2,000.00	2,000.00
Construction Services ENGINEER shall schedule and attend the pre-construction	1	2,000.00	2,000.00

ACTIVITY	QTY	RATE	AMOUNT
meeting with Client's Contractor and appropriate regulatory agencies. ENGINEER shall perform a final inspection of the work upon notification by Client that the work is completed. Upon satisfactory completion of the work, and when requested by Client, ENGINEER shall submit a final certification to FDEP. 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.			
OUA Water Line from the east side of Kings Bay to approximately 1,500 lf to the southeast	TOTAL		\$9,000.00

Accepted By

Accepted Date

Steven L. Dobbs Engineering, LLC
441 Buildings
ROW Improvements

Description	Qty	Units	UNIT /Price	Total
General Conditions	1	LS	\$10,000.00	\$10,000.00
Asphalt	235.00	SY	\$50.00	\$11,750.00
MOT	1.00	EA	\$5,000.00	\$5,000.00
Sod	500	SF	\$0.25	\$125.00
18" Culvert	0	LF	\$65.00	\$0.00
6" C900 Water Main	940	LF	\$72.00	\$67,680.00
OUA Connection and Meter Fees	1	LS	\$2,500.00	\$2,500.00
Fire Hydrant	1	EA	\$5,000.00	\$5,000.00
MES	0	EA	\$800.00	\$0.00
Total				\$102,055.00

* - General Conditions includes As-built survey, compaction testing, and Engineering permitting and Certification

OUA Portion

12" C900 Water Main	600	LF	\$90.00	\$54,000.00
6" - 12" upgrade	940	LF	\$15.00	\$14,100.00
Fire Hydrant	2	EA	\$5,000.00	\$10,000.00
Total				\$78,100.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

JANUARY 11, 2021

WATER PLANT VEHICLE PURCHASE

The OUA FY21 Budget has allocated \$26,365 for the purchase of a 4x2 truck for use at the water treatment plant. OUA staff had been prepared to bring quotes to the OUA Board for review and discussion at this meeting.

Near the end of December, the OUA received notice from several Chevrolet dealers that General Motors was establishing January 1st as the cutoff date for new orders on several lines, two of which were Silverado & Sierra trucks. Staff review of the Florida Sheriff's Association bid listed Silverado as a low base bid (without any requested additional options).

Silverado 1500	\$ 21,328.00
F-150	\$ 22,650.00
Tradesman 1500	\$ 21,799.00

If the OUA waited until the meeting of January 11, 2021, purchases of GM products would not be accepted per the earlier notices.

Staff obtained quotes from FSA, previous suppliers and local suppliers. The quotes were to include the FSA base bid requirements as well as additional options: limited slip differential, third key, spray on bed liner, deep window tint, heavy duty alternator and trailer tow package at a minimum.

Gilbert Chevrolet	\$ 24,697.00
Alan Jay	\$ 23,025.00
Duval Fleet	\$ 22,953.00
Gilbert Ford	\$ 24,349.00
Alan Jay	\$ 25,304.00
Duval Fleet	\$ 24,323.00

Attempts were made to contact all OUA Board members, to share with them the FY21 Budget, GM news, the FSA bids as well as the quotes received by staff. Five of the seven Board members were reached on 12/31 with another Board member contacted on 1/1. Alan Jay Chevrolet was a consistent choice.

At the meeting today, staff is requesting a discussion and a confirmation of the decision to order a vehicle from Alan Jay Fleet Sales in the amount of \$23,025.00.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 29318-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/31/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/31/2020

REQUESTING AGENCY **OKEECHOBEE UTILITY AUTHORITY**

CONTACT PERSON **JOHN HAYFORD**

EMAIL Jhayford@ouaf.com

PHONE **863-763-9460**

MOBILE **863-634-9791**

FAX **863-763-9063**

FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA20-VEL28.0			www.flsheriffs.org	
MODEL		CC10753 1WT	SPECIFICATION #	124
2021 CHEVY SILVERADO 1500 DOUBLE CAB 2WD 6.5' BED WORK TRUCK 147"WB			PAGE #	124
CUSTOMER ID			BASE DISTRICT PRICE	\$21,328.00
BED LENGTH		6		
** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.				
FACTORY OPTIONS		DESCRIPTION		
GAZ H2G		EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.		
LV3 MYC		4.3L ECOTEC V6 WITH 6-SPD AUTO TRANS		
G80		LOCKING REAR DIFFERENTIAL		
5H1		2 ADDITIONAL KEYS FACTORY CUT DEALER PROGRAMMED		
ZLQ		WT Fleet Convenience Package CC20953 Incl FSA (With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)) includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass(Not available with (PCV) WT Convenience Package.		
VK3		FRONT LICENSE PLATE BRACKET FACTORY ORDERED		
ALT		STD ALTERNATOR 170 amps		
BT		BLUE TOOTH (STD)		
BUC		FACTORY BACK UP CAMERA(STD).		
Z82		Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance		
		FACTORY OPTIONS		
		\$762.00		
CONTRACT OPTIONS		DESCRIPTION		
HD SOB SH		HD Scorpion spray on bed liner (short bed) under rail.		
DTF 4 TRK		Deep tint film installed on four doors and back glass for extended/crew cab pickups.		
WSTP		Windshield strip		
NO-TEMP		TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		
		CONTRACT OPTIONS		
		\$935.00		

TRADE IN	TOTAL COST	\$23,025.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S)	\$23,025.00
	QTY	1

Estimated Annual payments for 60 months paid in advance: \$5,156.65

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

CHRIS WILSON

FLEET SALES MANAGER

chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Gilbert Chevrolet



OrderWORKBENCH

Configure a New Vehicle: View Summary

Order ID# [ZHKRG9] was successfully submitted as of 11:20 AM , 12/31/2020

GM Business Associate Information

Charge-to BAC: 114722

Charge-to BFC: 1

Order-Through BAC:

Ship-to BAC: 114722

Ship-to BFC: 1

Contact Name: Kevin Hatfield

DAN:

Phone#: 863-763-3154

Stock No:

Model Information

Model Year: 2021

Distrib. Entity: FLT Fleet

Order Type: FNR-Fleet Commercial

Division: CHEVROLET

Allocation Group: CLDDBL

TRUCK

Model: CC10753 - 1500 Silverado: SWB, 2WD, Double Cab Pickup

Customer Information

Business Name :

Okeechobee Utility Authority

100 SW 5th Ave

Okeechobee

FL

34974

Phone:

Email :

Fleet Information

Primary FAN: 909274

End User FAN:

PO Number: 083178

LineX / Tint / Strip Upon Arrival
INCLUDED

* \$24,697 w/ ZLQ + Tow Pkg *

\$24,347 w/o Tow Pkg



Duval Chevrolet
5203 Waterside Drive
Jacksonville, FL 32210

Quote #412A
12/31/2020

Salesperson:	Mike Dungey
Phone:	(904) 588-5015
Email:	mike.dungey@duvalfleet.com

Contact:	John Hayford
Phone:	(863) 634-9791
Email:	jhayford@ouafl.com

Billing Address	
Okeechobee Utility Authority	
Terms:	

Shipping Address	
Okeechobee Utility Authority	
Contract:	FSA20-VEL28.0

\$/hr	124-CC10753	SILVERADO 1500 DOUBLE CAB 1WT	\$21,437.00		
Labor	Code	Item	Qty	Unit Price	Total Price
✓	124-1WT	Work Truck Preferred Equipment Group includes standard equipment	1		\$0.00
	124-LV3	Engine, 4.3L EcoTec3 V6 with Active Fuel Management, (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (STD) *GROSS*	1		\$0.00
	124-MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	1		\$0.00
	124-GAZ	Summit White	1		\$0.00
	124-H2G	Jet Black, Vinyl seat trim	1		\$0.00
✓	124-ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (K34) cruise control and (DLF) power mirrors (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.	1		\$0.00
✓	124-IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	1		\$0.00
	124-G80	Auto-locking rear differential (Included with (Z71) Z71 Off-Road Package.)	1	\$394.00	\$394.00
	124-5H1	Key equipment, two additional keys for single key system. Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete.)	1	\$44.00	\$44.00

Quote

Date	Quote #
12/31/2020	412A

124-CGN	Chevytec spray-on bedliner, Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	1	\$544.00	\$544.00
124-TINT 4D	TINT ALL WINDOWS. FOR CREW OR SUPERCAB CONFIGURATIONS INCL WINDSHIELD STRIP	1	\$385.00	\$385.00
124-KW5	Alternator, 220 amps (Included with (VYU) Snow Plow Prep Package, (5W4) Special Services Package, (PEF) Work Truck 2.7L Fleet Package or (L3B) 2.7L Turbo engine. Free flow requires (L82) 5.3L EcoTec3 V8 engine.)	1	\$149.00	\$149.00

We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor Total:	
Unit Total:	\$22,953.00
Quantity:	1
Grand Total:	\$22,953.00



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	29319-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/31/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/31/2020

REQUESTING AGENCY **OKEECHOBEE UTILITY AUTHORITY**

CONTACT PERSON **JOHN HAYFORD**

EMAIL Jhayford@ouafi.com

PHONE **863-763-9460**

MOBILE **863-634-9791**

FAX **863-763-9063**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	X1C 100A	MSRP	\$33,025.00
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2021 FORD F-150 SUPER CAB 2WD XL 6.5' BED 145" WB

CUSTOMER ID	NJPA PRICE	\$22,624.00
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BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

YZ AS	EXTERIOR COLOR OXFORD WHITE WITH BLACK W/ MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
85A	XL Power Equipment Group (Requires valid FIN code.) -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$1,165.00
XL9	3:55 REAR AXLE RATIO WITH ELECTRONIC LOCKING REAR DIFFERENTIAL	\$465.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00
ALT	STD ALTERNATOR 200 amps	\$0.00
NO HITCH	CUSTOMER DID NOT REQUEST A TRAILER HITCH	\$0.00

FACTORY OPTIONS **\$1,630.00**

CONTRACT OPTIONS

DESCRIPTION

3KR	Additional key and remote, cut and programmed	\$215.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$540.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	\$255.00
WSTP	Windshield strip	\$40.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00

CONTRACT OPTIONS **\$1,050.00**

TRADE IN

TOTAL COST **\$25,304.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 **\$25,304.00**

Estimated Annual payments for 60 months paid in advance: \$5,667.06

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

CHRIS WILSON

FLEET SALES MANAGER

chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Duval Ford
5203 Waterside Drive
Jacksonville, FL 32210

Quote #413A
12/31/2020

Salesperson:	Mike Dungey
Phone:	(904) 588-5015
Email:	mike.dungey@duvalfleet.com

Contact:	John Hayford
Phone:	(863) 634-9791
Email:	jhayford@ouafl.com

Billing Address	
Okeechobee Utility Authority 100 SW 5th Avenue FI 34974	
Terms:	

Shipping Address	
Okeechobee Utility Authority 100 SW 5th Avenue FI 34974	
Contract:	FSA20-VEL28.0

\$/hr	138-X1C	F-150 XL SUPER CAB	\$22,734.00		
Labor	Code	Item	Qty	Unit Price	Total Price
	138-X1C-BASE	Manufacturer standard equipment and specifications, and if not included manufacturer installed power windows, power door locks, automatic transmission, keyless entry	1		\$0.00
	138-99B	3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (NA 163.7" WB)	1		\$0.00
	138-A	Vinyl 40/20/40 Front-Seat (refer to Color and Trim Availability page for seat color selection.)	1		\$0.00
	138-YZ	EXTERIOR COLOR - OXFORD WHITE	1		\$0.00
	138-XL3	Axle Upgrade. Electronic Locking (XL3)	1	\$469.00	\$469.00
	138-3K PATS	Programmed Fleet key with remote lock feature	1	\$141.00	\$141.00
	138-96W	Bedliner – Tough Bed® / TOFF spray-in	1	\$594.00	\$594.00
	138-TINT 2	Tint All Windows 4 Door Including Windshield Strip	1	\$385.00	\$385.00

We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor Total:	
Unit Total:	\$24,323.00
Quantity:	1
Grand Total:	\$24,323.00

Water Treatment Plant

FSA SPECIFICATION #124 - 1/2 TON DOUBLE CAB TRUCK (4X2, Short Wheel Base)

FSA BID PRICING

CHEVROLET

Silverado 1500, Double Cab 2WD SWB

Order Code	Description	Cost
CC10753	Base Price	23,420
GAZ	White	
G80	Limited Slip Differential	
5H1	Third Key	300
HD SOB	Spray on Bedliner	500
DTF 4 TRK	All Windows Deep Tint	129 ↓
WSTP	Windshield Strip Tint	
KW5	Heavy Duty Alternator, 220 AMP	

FSA TOTAL

24349

2021 Supercab 4x2

12/31/2020

IMS2 screen capture

CNGP530

VEHICLE ORDER CONFIRMATION

12/31/20 10:44:12

==>

Dealer: F24503

Page: 1 of 1

Order No: 0001 Priority: B4 Ord FIN: QE893 Order Type: 5B Price Level: 130
Ord PEP: 100A Cust/Flt Name: OUA PO Number:

RETAIL

RETAIL

X1C F150 4X2 S/C \$33025
145" WHEELBASE
YZ OXFORD WHITE
A VINYL 40/20/40 NC
S MED DARK SLATE
100A EQUIP GRP
.XL SERIES
.17"SILVER STEEL
99B 3.3L V6 PFDI
44G ELEC 10-SPDAUTO
.245/70R-17 A/S
XL9 3.55 ELEC LOCK 470
6250# GVWR
FRT LICENSE BKT NC
425 50 STATE EMISS NC

794 PRICE CONCESSN
REMARKS TRAILER
FLEX FUEL
SP FLT ACCT CR
FUEL CHARGE
DEST AND DELIV 1695
TOTAL BASE AND OPTIONS 35190
TOTAL 35190
THIS IS NOT AN INVOICE
*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

\$24,349

QC05049

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

JANUARY 11, 2021

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

JANUARY 11, 2021

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

JANUARY 11, 2021

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Design of the pump station & force main is at 90%
- Engineering Agreement for Project 2 was moved to February 2021 Board package
- USDA application is under review by USDA

Oak Lake Estates Wastewater Project

- Project is out for bid at this time
- The engineer of record submitted construction services proposal
- Bids will be received in January 20, 2021

Water Service - Cemetery Road WWTF

- Taking bids for a well and treatment system

Board Room Improvements

- The work is scheduled for January 13-14

RFP for SW 5th Ave Wastewater System Improvements

- Awaiting a submittal from the selected engineer

Surface Water Treatment Plant – 3 MG Storage Tank

- This project reached Substantial Completion on October 30, 2020
- The OUA placed the tank and high service pumps into full operation on October 30th
- Anticipation completion of the project by February 15, 2021

FDEP Grants

- All Grant contracts are under review by FDEP
- An extension for LPQ0017 has been granted
- Modified LPQ0017 (Pine Ridge Park) is addressed in this Board package

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

JANUARY 11, 2021

ITEMS FROM THE BOARD