

**OKEECHOBEE UTILITY AUTHORITY**

**MEETING AGENDA**

**October 20, 2022**

**8:30 A.M.**

1. Call the Meeting to Order

- Pledge of Allegiance
- Determination of Voting Members

2. Agenda Additions or Deletions

3. Meeting Minutes from September 15, 2022

**4. Consent Agenda**

5. Finance Report

6. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements (Construction Phase)

7. Invoice from Eckler Engineering, Inc. – SWTP pH Evaluation

8. Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting

9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B and C)

10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)

11. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements

12. Invoice from Felix Associates Inc. – SWSA Master Pump Station Project

13. Invoice from GO Underground Utilities, LLC – SWSA Master Force Main

14. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Systems Improvements

15. Invoice from Thorn Run Partners

16. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

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17. Advanced Metering Infrastructure

18. Interim Finance – USDA Loan

19. Vendor Payment Agreement Between the OUA and LIHWAP

20. FDEP Final Ranking

21. AC Pipe Removal

22. 66 Acre Property Sale

23. Seacoast Bank Building Purchase

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

**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 1**

**OCTOBER 20, 2022**

Call Meeting to Order

Pledge of Allegiance  
Determine Voting Members

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

**FUTURE MEETING OF OUA BOARD**

**November 17, 2022 – 8:30 A.M.**

**December 15, 2022 – 8:30 A.M.**

**FUTURE HOLIDAYS FOR OUA STAFF**

**Thursday – November 24, 2022 – Thanksgiving Day**

**Saturday – December 24, 2022 – Christmas Eve**

**Sunday – December 25, 2022 – Christmas Day**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 2

OCTOBER 20, 2022

**AGENDA ADDITIONS OR DELETIONS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 3

OCTOBER 20, 2022

**MEETING MINUTES**

Attached are copies of the minutes of the meetings held on September 15, 2022.

**Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from September 15, 2022 as presented.**

**OKEECHOBEE UTILITY AUTHORITY  
MEETING MINUTES**

Thursday, September 13, 2022 8:30 A.M.  
Okeechobee Utility Authority  
100 SW 5<sup>th</sup> Avenue  
Okeechobee, Florida

**Chairperson Creasman called the meeting to order at 8:31A.M.**

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

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

**Board Members:**

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

**Alternates:**

Jeff Fadley  
Harry Moldenhauer

**Absent:**

Glenn Sneider

**OUA Members:**

John Hayford	Tom Conely
Lauriston Hamilton	Michelle Willoughby
Jamie Mullis	

**Chairperson Creasman addressed Agenda Item No. 2 ‘Agenda Additions or Deletions’**  
Melanie discusses an error in Agenda Item #19. In the agenda item indicates that the Notice of Award to Go Underground Utilities, LLC reflects the engineer’s estimate instead of the low bod amount.

**Chairperson Creasman addressed Agenda Item No. 3 ‘Proposed FY23 Budget & Resolution 22-08’ Motion by Steven Nelson to open the Public Hearing 8:35 A.M. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

Executive Director Hayford reads resolution by title only.

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

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

**Motion by Steven Nelson to close the Public Hearing at 8:38 A.M. Second by Tommy Clay. Vote unanimous (5-0), motion carried.**

**Motion by Steven Nelson to adopt Resolution 22-08 as presented. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 4 ‘Meeting Minutes from August 18, 2022. Motion by Tabitha Trent to accept the Meeting Minutes from August 18, 2022 as presented. Second by Tommy Clay. Vote unanimous (5-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 5 ‘Employee Recognition’ Chairperson Creasman recognized Kristy Arnold for her 15 years of service to the OUA.**

**Chairperson Creasman addressed Agenda Item No. 6 ‘Consent Agenda’ Motion by Steven Nelson to approve the Consent Agenda as presented:**

**Consent Agenda Item No. 7 ‘Finance Report for the period ending August 31, 2022’**

**Consent Agenda Item No. 8 ‘Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvement in the amount of \$2,684.58’**

**Consent Agenda Item No. 9 ‘Invoice from Eckler Engineering, Inc. – SWTP pH Evaluation in the amount of \$300.00’**

**Consent Agenda Item No. 10 ‘Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting in the amount of \$9,925.00’**

**Consent Agenda Item No. 11 ‘Invoice from Sumner Engineering & Consulting, Inc. – SWSA Project (Part B and C) in the amount of \$7,843.75’**

**Consent Agenda Item No. 12 ‘Invoice from Sumner Engineering & Consulting, Inc. – SWSA Project (Part E) in the amount of \$14,286.96’**

**Consent Agenda Item No. 13 ‘Invoice from Sumner Engineering & Consulting, Inc. – Tortoise Survey and Summary Memo in the amount of \$2,700.00’**

**Consent Agenda Item No. 14 ‘Invoice from Sumner Engineering & Consulting, Inc. – OUA Consumptive Use Permit in the amount of \$2,380.00’**

**Consent Agenda Item No. 15 ‘Invoice from Go Underground Utilities, LLC- SWSA Master Force Main in the amount of \$69,986.50’**

**Consent Agenda Item No. 16 ‘Invoice from Holtz Consulting Engineers, Inc. – Conners Gables Watermain Extension in the amount of \$1,789.50’**

**Consent Agenda Item No. 17 ‘Invoice from Thorn Run Partners in the amount of \$3,500.00’**

**Consent Agenda Item No. 18 ‘Invoice from MacVicar in the amount of \$250.00’**

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

**Chairperson Creasman addressed Agenda Item No. 19 ‘Orange Loop Gravity Sewer Project’ Executive Director Hayford discusses that Orange Loop Gravity Sewer Project was placed out for bid and four bids were received. The apparent low bid of \$215,684.00 was submitted by Go Underground Utilities, LLC. Executive Director Hayford discusses that the engineer recommended Go Underground Utilities, LLC. Motion by Tommy Clay to approve and authorize the execution and issuance of the Notice of Award to Go Underground Utilities, LLC in the amount of \$215,684.00. Second by Steve Nelson. Vote unanimous (5-0), motion carried.**

Executive Director Hayford discusses that OUA staff will issue the Notice of Award to Go Underground Utilities, LLC. The contractor still must submit necessary documents as required before the Notice to Proceed can be issued. Executive Director Hayford discusses that staff is asking for the

board to approve the Notice to Proceed at this meeting rather waiting an additional thirty days to bring this back for board approval as to not delay the start of construction. **Motion by Tommy Clay to approve the issuance of the Notice to Proceed to Go Underground Utilities, LCC provided they submit the required project documents. Second by Steven Nelson. Vote unanimous (5-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 20 ‘NW 5<sup>th</sup> Street Gravity Sewer Project’** Executive Director Hayford discusses that this a gravity sewer project on NW 5th Street will serve the new jail expansion project. Executive Director Hayford discusses that four bids were received with an apparent low bid of \$ 91,954.00 being submitted by B & B Site Development. The engineer has reviewed the bid package, checked references and is recommending the Notice of Award be issued to B & B Site Development. **Motion by Tabitha Trent to issue the Notice of Award to B & B Site Development. Second by Tommy Clay. Vote unanimous (5-0), motion carried.**

Executive Director Hayford discusses that OUA staff will issue the Notice of Award to B & B Site Development. The contractor must submit necessary documents as required before the Notice to Proceed can be issued. Executive Director Hayford discusses that staff is asking for the board to approve the Notice to Proceed at this meeting rather than waiting to bring this back for board approval. **Motion by Tommy Clay to approve the issuance of the Notice to Processed to B & B Site Development provided they submit the required project documents. Second by Melanie Anderson. Vote unanimous (5-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 21 ‘SWSA Master Force Main Gopher Tortoise’** Executive Director Hayford discusses that the SWSA Master Force Main Project has been moving forward quickly. The contractor sent crews in to start clearing of the site at which time they found tortoise burrows. The burrows were not noticed during any of the preliminary site work. All construction has been stopped in the vicinity of the located burrows. Executive Director Hayford discusses that all construction had cease for a 28-day period. Executive Director Hayford discusses that the OUA has engaged a biologist to assist with FWC permitting issues. At the conclusion of the 28-day period of no activity, OUA staff will submit a permit for activity and await GFC allowances for the work. At a minimum, all burrows within the immediate construction zone that will be impacted by the work will need to be temporarily relocated. Those near the construction zone will need to be protected from construction activity.

**Chairperson Creasman addressed Agenda Item No. 22 ‘Treasure Island Engineering RFP’** Executive Director Hayford discusses that OUA staff advertised a request for proposals for engineering services on August 10, 2022, in the local newspaper. Additional direct notices were sent several engineering firms. The notice was also placed on Demand Star, an internet placement board for RFP’s and construction projects. The advertisement stated that the RFP’s were due to the OUA 3PM on September 6, 2022. The OUA received two proposals. Executive Director Hayford discusses that the OUA review committee comprised of John Creasman, Jamie Mullis and John Hayford, met to discuss the proposals received and to provide a committee ranking. The committee reviewed proposals from Kimley Horn and Eckler Engineering team (Eckler, Sumner and JEA). The committee ranking was 2 to 1 in favor of Kimley Horn. However, both proposals were very good and each team had strong points. Chairperson Creasman discusses that we can accept the recommendation of the review committee or we can request presentations from the firms that submitted proposals. Executive Director Hayford discusses that Doug Hammond from Eckler Engineering and Tom Jenson from Kimley Horn were present to answer any questions from the



board. The board addressed each engineering firm with questions concerning their proposals. There was discussion between board and staff concerning personal preferences on ranking completed by the review committee, **motion by Melanie Anderson to accept the review committee's recommendation. Second by Steven Nelson. Vote as follows:**

<b>Melanie Anderson</b>	<b>Yes</b>
<b>John Creasman</b>	<b>Yes</b>
<b>Tommy Clay</b>	<b>No</b>
<b>Steven Nelson</b>	<b>Yes</b>
<b>Tabitha Trent</b>	<b>Yes</b>

**Motion passes by super majority (4-1), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 23 'Multiple Construction Project Updates'** Executive Director Hayford discusses that project update letters were added to the construction files for DEP review. Informational purposes only.

**Chairperson Creasman addressed Agenda Item No. 24 'Public Comments'** Mr. Genova expresses his appreciation to the board for the decision on the Orange Loop Sewer expansion project.

**Chairperson Creasman addressed Agenda Item No. 25 'Items from the Attorney'** Attorney Conley discusses the request by PRP Construction to utilize vacant property for the Pine Ridge Utility Improvement Projects. Attorney Conely discusses that he prepared a License Agreement for the use of vacant property in Pine Ridge Park for use by Hinterland Group, Inc.

**Chairperson Creasman addressed Agenda Item No. 26 'Items from the Executive Director'** Executive Director Hayford gave an update on current projects. Executive Director Hayford discusses that staff are still evaluating the Seacoast Bank building and an appraisal has been requested. OUA staff have not not heard any further information from HCA regarding the surgical center property.

**Chairperson Creasman addressed Agenda Item No. 27 'Items from the Board'** Board Members discuss personnel and rate of pay for staff members. Board members recognize the affect of the economy on the community however the Board feels that the OUA needs to evaluate the compensation of its employees. Board members suggest a workshop or committee to further evaluate employee compensation. Executive Director Hayford to provide pay scales to the board for further discussion at next scheduled meeting.

**There being no other business, meeting adjourned at 10:11A.M.**

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

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Chairperson

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Executive Director (Secretary)

# **OKEEHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 4**

**OCTOBER 20, 2022**

### **CONSENT AGENDA**

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:
  5. Finance Report
  6. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements (Construction Phase)
  7. Invoice from Eckler Engineering, Inc. – SWTP pH Evaluation
  8. Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting
  9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B and C)
  10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
  11. Invoice from Sumner Engineering & Consulting, Inc. - Okee-Tantie Utility System Improvements
  12. Invoice from Felix Associates Inc. – SWSA Master pump Station Project
  13. Invoice from GO Underground Utilities, LLC – SWSA Master Force Main
  14. Invoice from Hinterland Group, Inc. – Pine Ridge Park Utility Systems Improvements
  15. Invoice from Thorn Run Partners
  16. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 5

OCTOBER 20, 2022

**CONSENT AGENDA**

**FINANCE REPORT**

Attached for your review is a copy of the Finance Report for the period ending September 30, 2022.

# **Okeechobee Utility Authority**

## **Finance Report**

### **Fiscal Year 2022**

**As of                      The Period Ending                      September 30, 2022**

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

At the end of FY22, actual YTD operating revenues were \$11,726,328 compared to \$11,195,277 for the same period last year, which represents an increase of \$531,051 or 4.7% on year to year result. The cumulative increase of \$531,051 was achieved from a 3% rate adjustment approved and implemented at the beginning of FY22, plus a weighted average increase of 4.95% in water and wastewater (gallons) billed, compared to previous year (FY21). Although YTD operating expenses are higher than the previous year's amount by \$559,325, management was effective in controlling cost during the inflationary period, which resulted in cumulative expenditure for the year being \$1,009,960 lower than the approved operational budget. Restricted revenues of \$246,424, is lower than previous year's amount due to a reduction in new connection and interest income. However, with a number of projects being planned for the coming year, an increase in restricted revenue is anticipated in the coming year.

**OKEECHOBEE UTILITY AUTHORITY  
FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Cumulative YTD Operating Budget Variance	Restricted Revenues				
	Actual YTD FY21	Actual YTD FY22	Budget YTD FY22	% Variance (FY 22 vs FY 21)	Actual YTD FY21	Actual YTD FY22	Budget YTD FY22	% Variance (FY 22 vs FY 21)		Actual YTD FY 21	Actual YTD FY 22	Budget YTD FY22	% Variance (FY 22 vs FY 21)	Cumulative YTD Restricted Budget Variance
Oct-21	897,718	952,107	933,685	6.1%	487,324	304,448	665,215	-37.5%	379,189	31,412	16,943	10,239	-46.1%	6,704
Nov-21	1,897,055	1,932,264	1,867,370	1.9%	924,651	856,789	1,330,431	-7.3%	538,536	53,629	37,265	20,478	-30.5%	16,787
Dec-22	2,801,055	2,839,735	2,801,055	1.4%	1,654,365	1,578,441	1,995,646	-4.6%	455,885	124,562	57,320	30,716	-54.0%	26,604
Jan-22	3,676,602	3,889,449	3,728,020	5.8%	2,158,028	2,064,469	2,660,861	-4.3%	757,821	176,235	73,453	47,675	-58.3%	25,778
Feb-22	4,641,896	4,938,079	4,660,025	6.4%	2,633,720	2,643,709	3,326,076	0.4%	960,421	194,229	118,145	59,594	-39.2%	58,551
Mar-22	5,582,966	5,966,092	5,592,030	6.9%	3,195,556	3,283,129	3,991,292	2.7%	1,082,225	209,176	135,895	71,513	-35.0%	64,382
Apr-22	6,516,992	6,941,548	6,524,035	6.5%	3,670,008	3,813,513	4,656,507	3.9%	1,260,507	271,990	157,452	83,432	-42.1%	74,020
May-22	7,474,716	7,925,413	7,456,040	6.0%	4,184,275	4,488,689	5,321,722	7.3%	1,302,406	286,433	176,138	95,351	-38.5%	80,787
Jun-22	8,487,171	8,871,212	8,388,045	4.5%	4,697,893	5,190,666	5,986,937	10.5%	1,279,438	303,973	187,286	107,270	-38.4%	80,016
Jul-22	9,335,726	9,763,216	9,320,050	4.6%	5,358,620	5,687,029	6,652,153	6.1%	1,408,290	315,284	208,693	119,188	-33.8%	89,505
Aug-22	10,311,448	10,814,835	10,252,055	4.9%	5,883,098	6,259,069	7,317,368	6.4%	1,621,079	328,129	227,947	131,107	-30.5%	96,840
Sep-22	11,195,277	11,726,328	11,184,060	4.7%	6,413,298	6,972,623	7,982,583	8.7%	1,552,228	339,040	246,424	143,026	-27.3%	103,398
		531,051				1,009,960								

Respectfully,

  
Lauriston Hamilton

**Okeechobee Utility Authority**  
**FY 2022 Finance Report for Sept. 30, 2022**  
**The Period Ending**

**OPERATING REVENUE FUND**

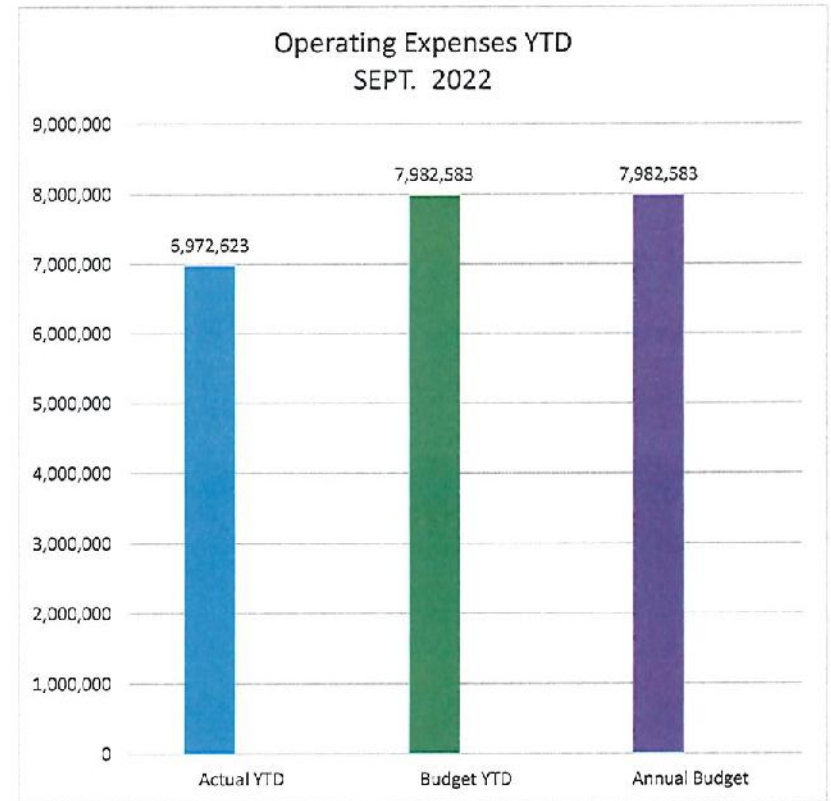
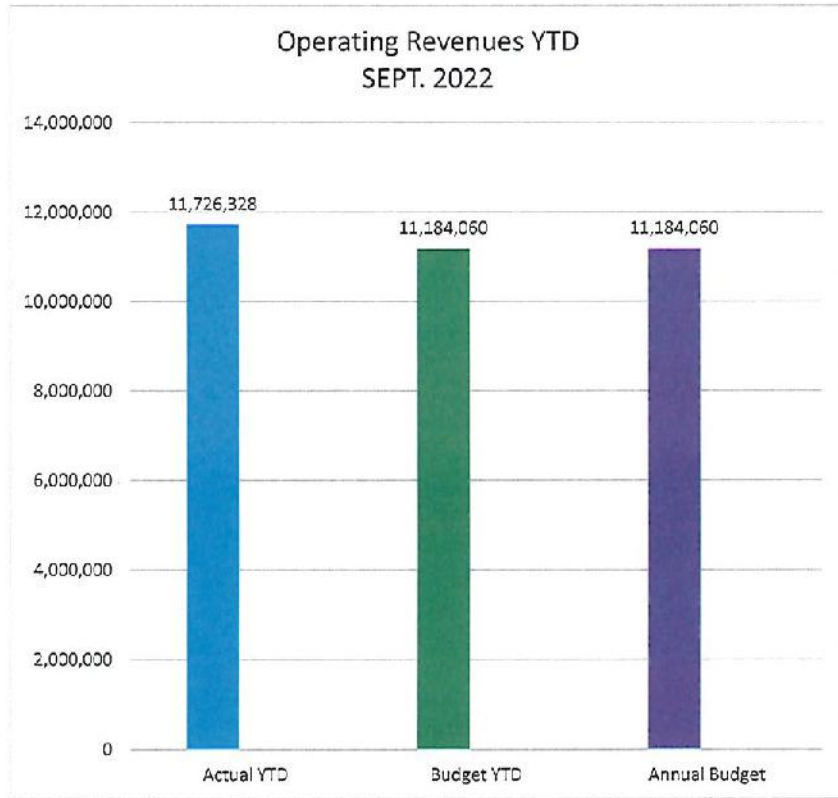
	Actual YTD	Budget YTD	\$ Variance	% Variance
<b>OPERATING REVENUE:</b>				
Water	\$ 6,987,908	\$ 6,683,443	\$ 304,465	4.6%
Sewer	\$ 4,268,075	4,141,713	126,362	3.1%
Other Operating Revenue (see detail on page 16)	\$ 470,345	358,904	111,441	31.1%
Total Operating Revenue Received	<u>\$ 11,726,328</u>	<u>\$ 11,184,060</u>	<u>\$ 542,268</u>	<u>4.8%</u>
<b>OPERATING EXPENSES:</b>				
Water	\$ 1,578,207	\$ 1,692,085	\$ 113,878	6.7%
Wastewater	\$ 1,107,288	1,139,100	31,812	2.8%
Meter Readers	\$ 250,350	277,541	27,191	9.8%
Maintenance	\$ 2,213,032	2,449,593	236,561	9.7%
Administration Operating	\$ 1,217,332	1,356,584	139,252	10.3%
General & Admin.	\$ 606,415	917,680	311,265	33.9%
Contingency Expense	\$ -	150,000	150,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 6,972,623</u>	<u>\$ 7,982,583</u>	<u>\$ 1,009,960</u>	<u>12.7%</u>
<b>Net Operating Income</b>	<u>\$ 4,753,705</u>	<u>\$ 3,201,477</u>	<u>\$ 1,552,228</u>	<u>48.5%</u>

**RESTRICTED REVENUE FUNDS**

<b>RESTRICTED REVENUE FUNDS RECEIVED:</b>				
Fire Hydrant Fund Fee	\$ 94,612	\$ 87,240	\$ 7,372	8.5%
Water CC Fees (infill)	\$ 61,716	10,425	51,291	492.0%
WW CC Fees (infill)	\$ 60,606	9,720	50,886	523.5%
Operating Account Interest	\$ 16,688	19,619	(2,931)	0.0%
Payroll Account Interest	\$ 413	542	(129)	0.0%
Restricted Interest Income	\$ 12,388	15,480	(3,092)	-20.0%
<b>TOTAL RESTRICTED REVENUE (1) (2)</b>	<u>\$ 246,424</u>	<u>\$ 143,026</u>	<u>\$ 103,398</u>	<u>72.3%</u>
<b>NON-OPERATING EXPENSES:</b>				
Debt service interest expense	\$356,391	\$356,854	463	0.1%
Non-cash depreciation & amortization	\$2,676,142	\$2,712,600	36,458	1.3%
<b>NET REVENUE BEFORE ITEMS BELOW</b>	<u>\$ 1,967,596</u>	<u>\$ 275,049</u>	<u>\$ 1,618,704</u>	<u>588.5%</u>

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

	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$2,256,504	\$15,123,867	
(2) Contributed capital of:	\$32,358	\$20,145	
(3) Debt service principal payments of:	\$2,073,096	\$2,073,096	
(4) Net Construction in Progress (CIP) Expenditures of:	\$3,009,378	\$11,548,847	





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

<b>WATER UTILITY REVENUE:</b>				<b>Monthly \$ Difference From 4 Year Weighted Average of</b>	<b>% Current YTD Budget</b>	<b>4 Yr Weighted Average %</b>
<b>Period</b>	<b>YTD</b>	<b>\$</b>	<b>6,353,369</b>	<b>\$6,683,443</b>	<b>Water Revenue</b>	
Oct.	\$ 574,183	574,183	\$ 70,168	8.59%	7.97%	
Nov.	\$ 588,819	1,163,002	\$ 69,267	17.40%	15.85%	
Dec.	\$ 537,151	1,700,153	\$ 23,738	25.44%	23.85%	
Jan.	\$ 622,267	2,322,420	\$ 99,324	34.75%	32.49%	
Feb.	\$ 612,161	2,934,581	\$ 74,069	43.91%	40.99%	
Mar.	\$ 600,017	3,534,598	\$ 63,445	52.89%	49.40%	
Apr.	\$ 586,768	4,121,366	\$ 28,323	61.67%	58.50%	
May	\$ 603,689	4,725,055	\$ 70,592	70.70%	66.77%	
Jun.	\$ 551,077	5,276,132	\$ (13,656)	78.94%	75.30%	
Jul.	\$ 532,089	5,808,221	\$ 21,193	86.90%	83.66%	
Aug.	\$ 631,958	6,440,179	\$ 96,928	96.36%	91.81%	
Sep.	\$ 547,729	6,987,908	\$ 31,149	104.56%	100.00%	

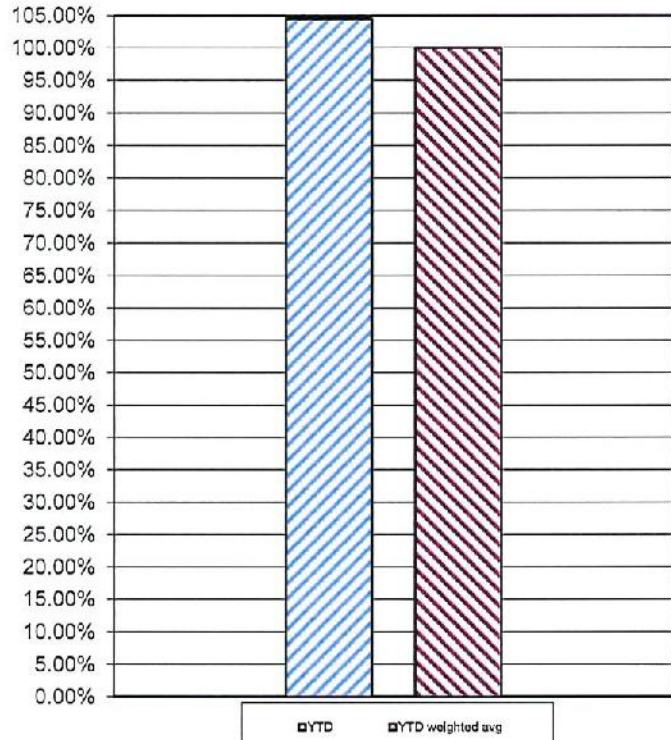
<b>SEWER UTILITY REVENUE:</b>				<b>Monthly \$ Difference From 4 Year Weighted Average of</b>	<b>% Current YTD To Budgeted Sewer Revenue</b>	
<b>Period</b>	<b>YTD</b>	<b>\$</b>	<b>3,918,848</b>	<b>\$4,141,713</b>		
Oct.	\$ 345,403	345,403	\$ 27,060	8.34%	8.17%	
Nov.	\$ 358,045	703,448	\$ 30,170	16.98%	16.15%	
Dec.	\$ 334,864	1,038,312	\$ 9,856	25.07%	24.43%	
Jan.	\$ 388,267	1,426,579	\$ 66,339	34.44%	33.12%	
Feb.	\$ 391,433	1,818,012	\$ 49,403	43.90%	41.82%	
Mar.	\$ 383,868	2,201,880	\$ 54,916	53.16%	50.30%	
Apr.	\$ 352,765	2,554,645	\$ 6,352	61.68%	59.36%	
May	\$ 346,444	2,901,089	\$ 30,054	70.05%	67.28%	
Jun.	\$ 335,415	3,236,504	\$ (3,465)	78.14%	75.59%	
Jul.	\$ 319,350	3,555,854	\$ 7,928	85.85%	83.89%	
Aug.	\$ 381,820	3,937,674	\$ 58,869	95.07%	91.83%	
Sep.	\$ 330,401	\$ 4,268,075	\$ 11,746	103.05%	100.00%	

## WATER AND SEWER REVENUE COMPARISON

### YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE

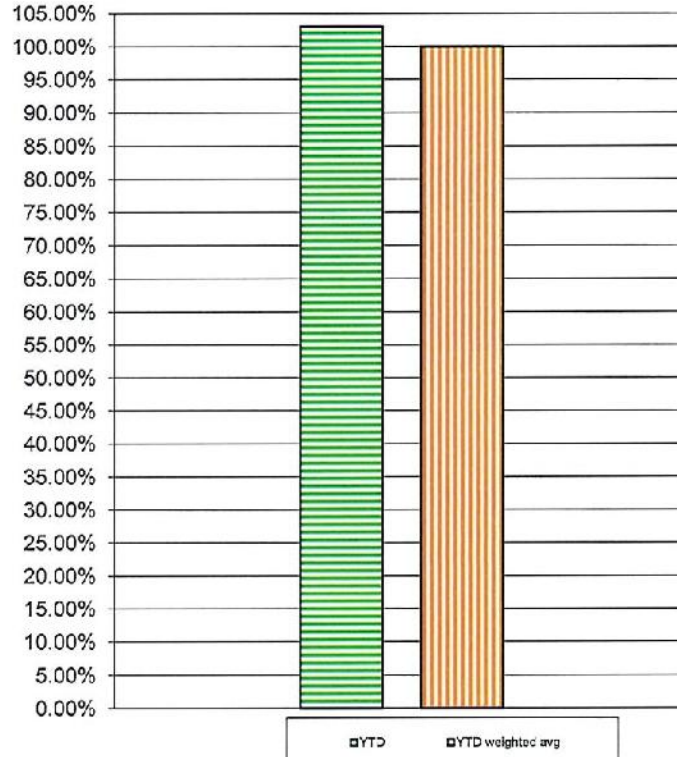
**WATER REVENUE COMAPRISON**  
YTD vs 4 YR WEIGHTED AVERAGE YTD  
Sept. 2022 FY-22

104.56%      100.00%

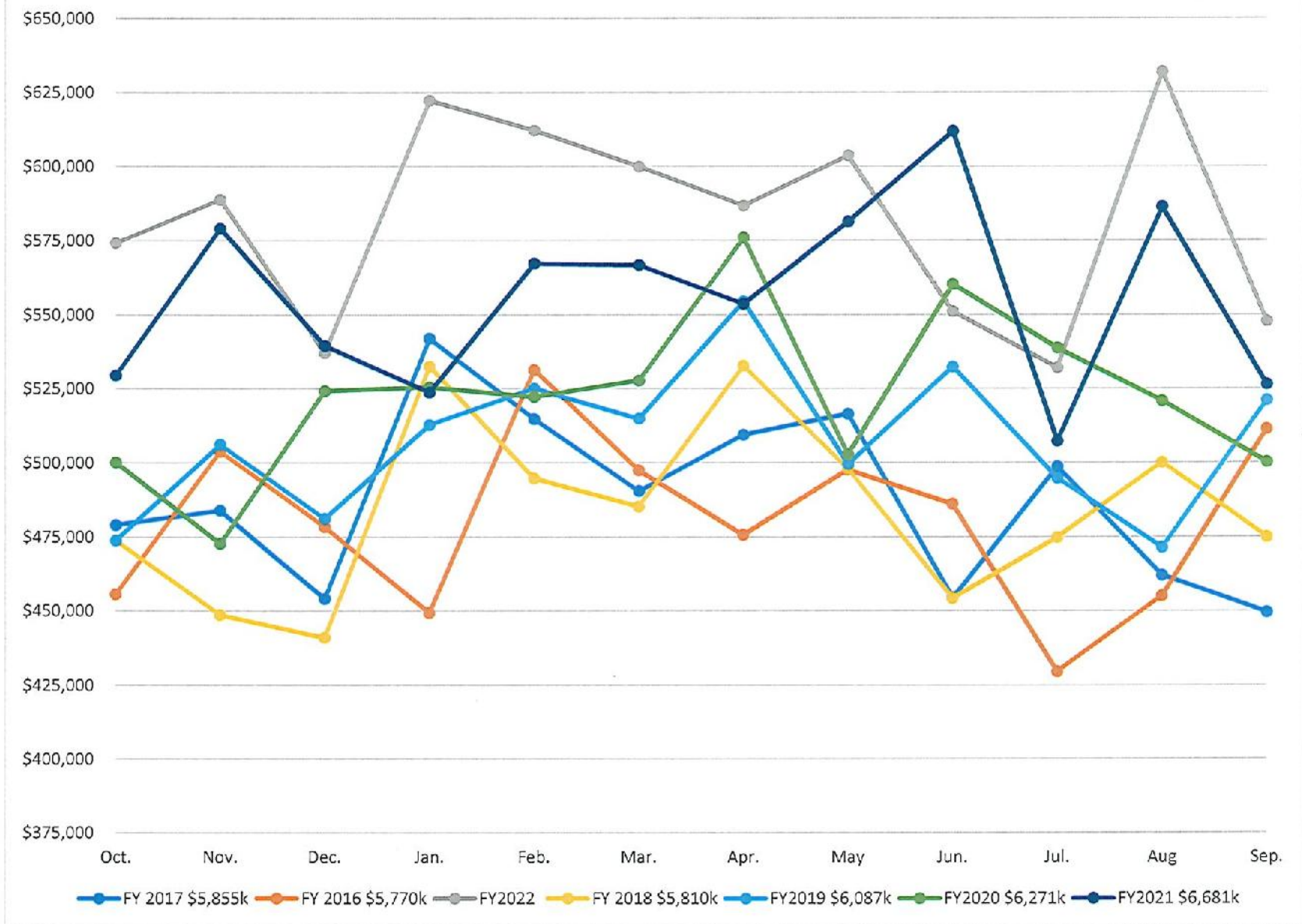


**SEWER REVENUE COMAPRISON**  
YTD vs 4 YR WEIGHTED AVERAGE YTD  
Sept. 2022 FY-22

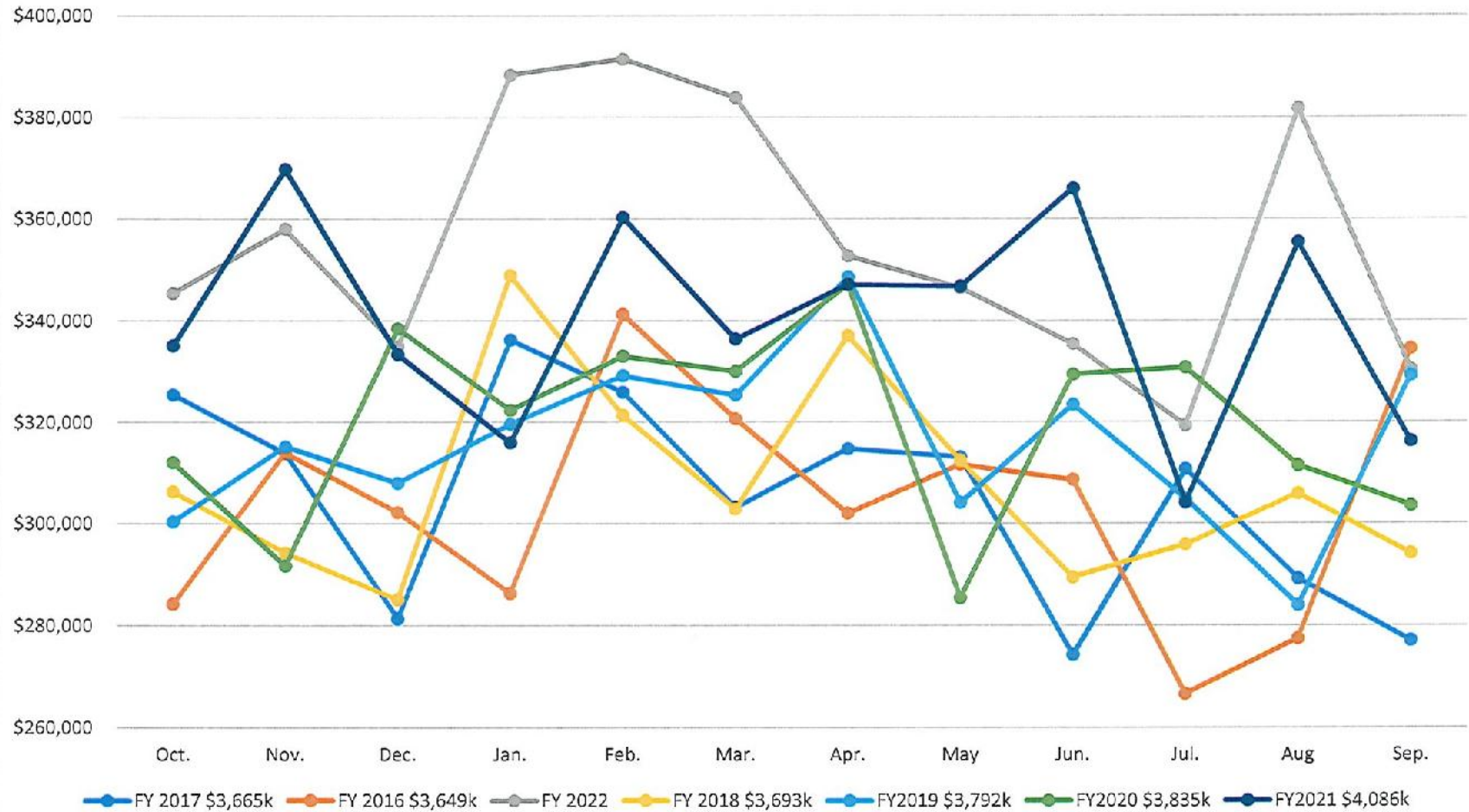
103.05%      100.00%



Actual Water Revenue Comparison



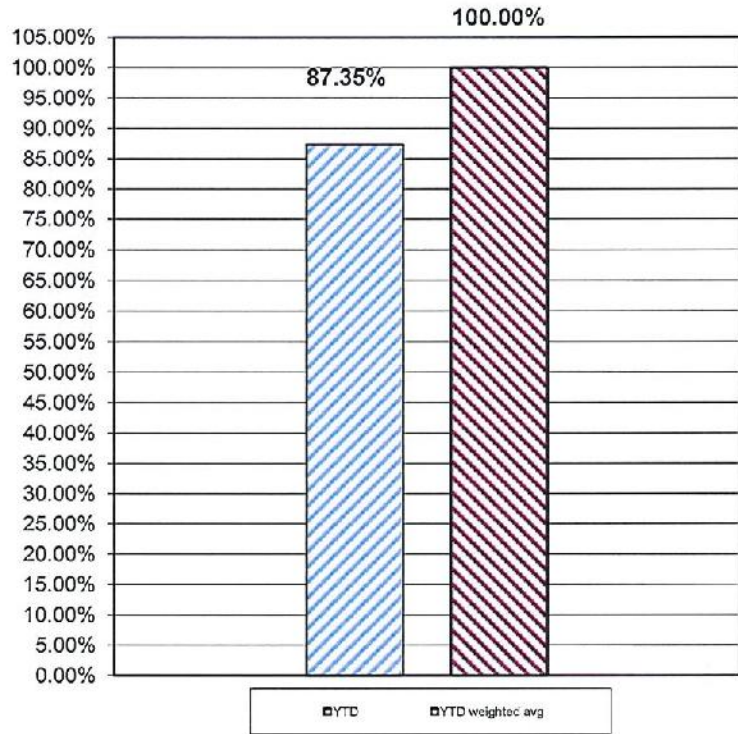
Actual Wastewater Revenue Comparison



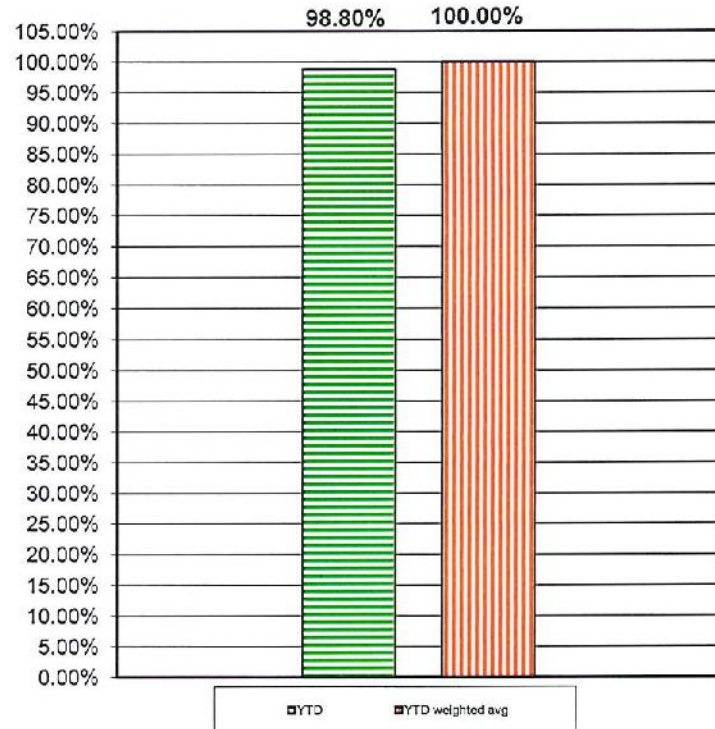
**Current FY-22 Operating & Non-Operating Expenses,  
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
			From 4 Year Weighted Avg of	Operating Exp.	Average
Period	YTD	\$	\$		
		\$ 6,484,908	\$7,982,583		
Oct.	\$ 304,448	\$ 304,448	\$ (137,422)	3.81%	6.78%
Nov.	\$ 552,341	\$ 856,789	\$ 85,300	10.73%	14.34%
Dec.	\$ 721,652	\$ 1,578,441	\$ 108,757	19.77%	22.82%
Jan.	\$ 486,028	\$ 2,064,469	\$ (85,873)	25.86%	31.94%
Feb.	\$ 579,240	\$ 2,643,709	\$ 70,467	33.12%	40.05%
Mar.	\$ 639,420	\$ 3,283,129	\$ 65,798	41.13%	50.00%
Apr.	\$ 530,384	\$ 3,813,513	\$ 20,634	47.77%	57.12%
May	\$ 675,176	\$ 4,488,689	\$ 159,053	56.23%	66.16%
Jun.	\$ 701,977	\$ 5,190,666	\$ 183,042	65.02%	73.46%
Jul.	\$ 496,363	\$ 5,687,029	\$ (119,457)	71.24%	82.17%
Aug.	\$ 572,040	\$ 6,259,069	\$ (2,076)	78.41%	92.02%
Sep.	\$ 713,554	\$ 6,972,623	\$ 139,493	87.35%	100.00%
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	
			From 4 Year Weighted Avg of	Non-Oper. Exp.	
		\$ 3,151,769	\$3,069,454		
Oct.	\$ 251,996	\$ 251,996	\$ (4,911)	8.21%	8.20%
Nov.	\$ 251,996	\$ 503,992	\$ (2,594)	16.42%	16.40%
Dec.	\$ 251,996	\$ 755,988	\$ (3,793)	24.63%	24.70%
Jan.	\$ 251,997	\$ 1,007,985	\$ (3,770)	32.84%	32.99%
Feb.	\$ 251,996	\$ 1,259,981	\$ (4,080)	41.05%	41.20%
Mar.	\$ 251,996	\$ 1,511,977	\$ (5,018)	49.26%	49.42%
Apr.	\$ 252,430	\$ 1,764,407	\$ (1,094)	57.48%	57.60%
May	\$ 252,431	\$ 2,016,838	\$ (489)	65.71%	65.74%
Jun.	\$ 252,430	\$ 2,269,268	\$ (2,940)	73.93%	74.08%
Jul.	\$ 252,431	\$ 2,521,699	\$ (2,714)	82.15%	82.41%
Aug.	\$ 252,430	\$ 2,774,129	\$ 723	90.38%	90.72%
Sep.	\$ 258,404	\$ 3,032,533	\$ (88,557)	98.80%	100.00%

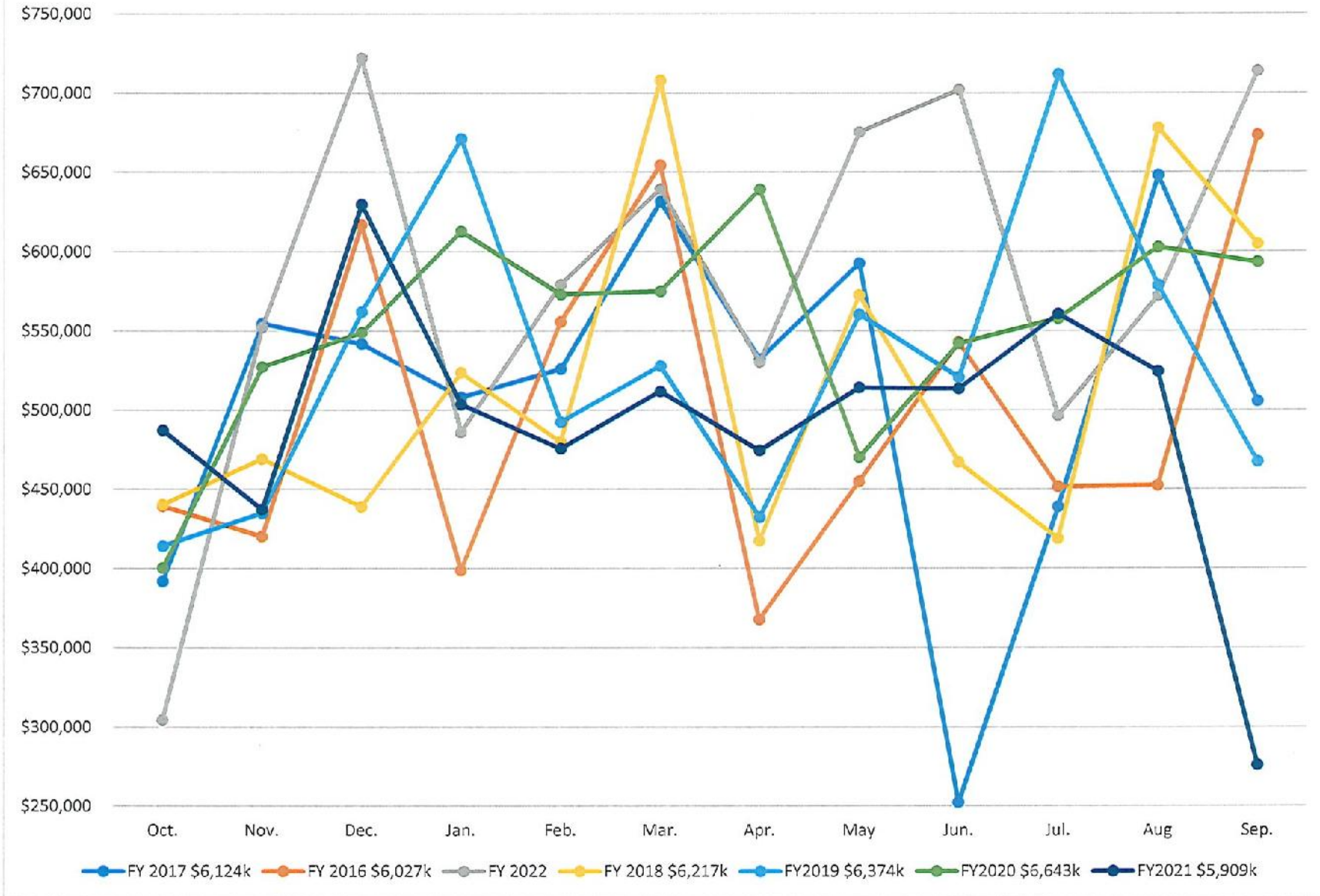
**OPERATING EXPENSES COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
 Sept. 2022 FY-22



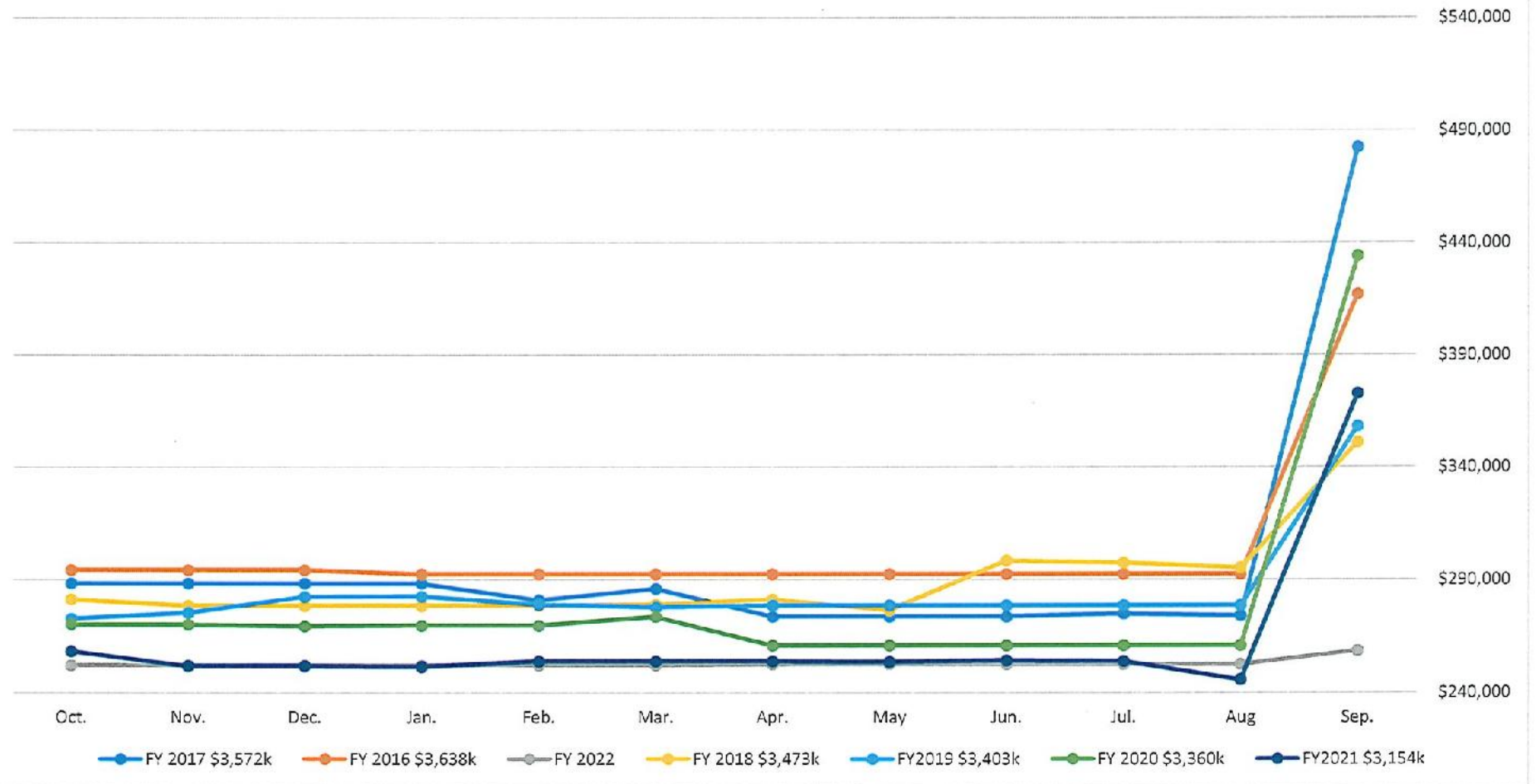
**NON-OPERATING EXPENSES COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
 Sept. 2022 FY-22



### Actual Operating Expense Comparison



### Actual Non Operating Exense Comparison





	A	X	Z	AA	AC
88					
89	<b>Okeechobee Utility Authority</b>	<b>Audit</b>		<b>OUA prepared</b>	<b>OUA prepared</b>
90	<b>Statement of Cash Flows</b>				
91	<b>Basis of Accounting</b>	<b>Accrual Basis for Revenues</b>		<b>Accrual Basis for Revenues</b>	<b>Accrual Basis for Revenues</b>
92		<b>Accrual Basis for Expenses</b>		<b>Accrual Basis for Expenses</b>	<b>Cash Basis for Expenses</b>
93					
94		<b>Sept 30, 2020</b>		<b>Sept 30, 2021</b>	<b>Sept 30, 2022</b>
95		<b>12 Months</b>		<b>12 Months</b>	<b>12 Months</b>
96					
97	<b>Cash Flows from Operations</b>				
98	Operating Income	1,053,235		2,594,121	2,070,111
99	Depreciation & Amortization	2,746,474		2,630,852	2,676,142
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(416,787)		(447,864)	1,292,989
101	Increase (decrease) in cash from changes in accounts payable	(394,791)		15,521	(413,040)
102	Increase (decrease) in cash from changes in other assets	372,929		(1,438,669)	(44,283)
103	Increase (decrease) in cash from changes in other liabilities	(388,909)		1,091,556	124,226
104	<b>Cash provided (used) by operations</b>	<b>2,972,151</b>		<b>4,445,517</b>	<b>5,706,145</b>
105					
106	<b>Cash Flows from Nonoperating Revenues/Expenses</b>				
107	Fire Hydrant fees	84,401		85,215	94,612
108	Capital connection fees	97,282		230,218	122,322
109	Interest revenue	157,694		47,914	29,490
110	Debt issuance costs	(55,500)		0	0
111	Interest expense	(613,093)		(523,113)	(356,391)
112	<b>Cash provided (used) by nonoperating activities</b>	<b>(329,216)</b>		<b>(159,766)</b>	<b>(109,967)</b>
113					
114	<b>Cash Flows from Capital and Financing Activities</b>				
115	Purchase of equipment, computer hardware, & technology equipment	(342,552)		(477,118)	(92,489)
116	Construction in progress	(4,913,908)		(2,488,124)	(2,939,814)
117	Acquisition of land, easements and related costs	(252,195)		(34,500)	(129,038)
118	Sale of land and or equipment	8,610		29,501	0
119	Gain (Loss) on sale of land and equipment	2,310		37,022	7,452
120	Bond principal payments	(1,287,391)		(2,028,142)	(2,073,096)
121	Grant revenue & FEMA reimbursement	1,154,965		1,497,834	2,256,504
122	Capital contributions from developers	224,430		78,020	32,358
123	<b>Cash provided (used) by capital / financing activities</b>	<b>(5,405,731)</b>		<b>(3,385,507)</b>	<b>(2,938,122)</b>
124					
125	<b>Net increase (decrease) in cash and investments</b>	<b>(2,762,796)</b>		<b>900,244</b>	<b>2,658,056</b>
126	<b>This unaudited cash flow statement is subject to adjustments.</b>				
127	<b>The unaudited balance sheet on pages 13 &amp; 14 is subject to adjustments.</b>				

**OKEECHOBEE UTILITY AUTHORITY**  
**Statement of Net Assets**  
**September 30, 2022**

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	3,191,731.55
Unrestricted assets:			
Investments			0.00
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			8,361,277.55
Investments			0.00
Interest receivable			0.00
Receivables:			
Accounts receivable			2,335,230.17
less allowance for uncollectible accounts			-179,497.04
Inventories			577,489.64
Prepaid Expenses			42,769.97
<b>Total current assets</b>			<b>14,329,001.84</b>

NONCURRENT ASSETS

Capital assets:

Land			2,906,860.90
Utility plants, buildings and equipment			106,626,356.03
			109,533,216.93
Less accumulated depreciation			-51,559,476.12
			57,973,740.81
Construction in progress			5,879,672.89
<b>Total capital assets</b>			<b>63,853,413.70</b>

Other Assets:

Net Pension Asset			1,904,107.00
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Deferred Charges:

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

<b>Total noncurrent assets</b>			<b>66,449,590.70</b>
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<b>TOTAL ASSETS</b>		<b>\$</b>	<b>80,778,592.54</b>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	252,148.91
Accrued expenses		147,532.80
Due to other governments		33,125.99
Bonds payable (current)		0.06
Accrued compensated absences (current)		253,984.00
Payable from restricted assets		
Accrued interest		3,226.46
Customer Deposits		724,248.08
Total current liabilities		<u>1,414,266.30</u>

NONCURRENT LIABILITIES

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

TOTAL LIABILITIES

20,448,013.50

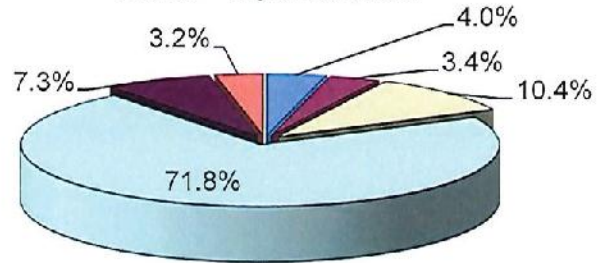
NET POSITION

Invested in capital assets, net of related debt		44,731,657.00
Restricted for capital projects		2,361,411.00
Restricted for debt service		481,018.00
Restricted for Rate Stabilization		1,339,359.00
Restricted for Pension Benefits		1,904,107.00
Unrestricted		5,334,728.88
YTD Surplus of Revenue over Expenses		4,178,298.16
Total net position		<u>60,330,579.04</u>

TOTAL LIABILITIES AND NET POSITION

\$ 80,778,592.54

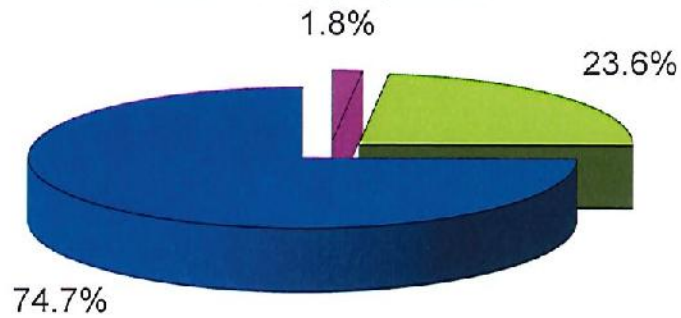
**Assets - September, 2022**



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

Cash	3,191,732	4.0%
AR, Inventory & Prepaid	2,775,993	3.4%
Restricted Cash	8,361,278	10.4%
Fixed Assets	57,973,741	71.8%
Construction in Progress	5,879,673	7.3%
Other Assets (Deferred Charges)	2,596,177	3.2%
<b>Total Assets</b>	<b>80,778,593</b>	

**Liabilities & Equity September, 2022**



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

Current Liabilities	1,414,266	1.8%
Noncurrent Liabilities	19,033,747	23.6%
Equity - Net Assets	60,330,579	74.7%
<b>Total Liab &amp; Equity</b>	<b>80,778,593</b>	

Okeechobee Utility Authority  
 Detail of Sept. 30, 2022 Other Operating Revenue  
 Data Per General Ledger Account Balances For Finance Report

Accounts included in Other Operating Revenue:	Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Install Fees-Water	\$ 28,651	\$ 6,625	\$ 22,026
Private Fire Protection	\$ 86,918	81,189	5,729
Turn on/off Fees	\$ 58,066	63,551	(5,485)
Other Revenue-Water A	\$ 14,778	16,705	(1,927)
Install Fees-Sewer	\$ 6,987	6,360	627
Kings Bay Sewer Maint. Fees	\$ 19,557	10,840	8,717
Other Revenue-Sewer B	\$ 1,845	2,447	(602)
Penalties & Late Charges	\$ 124,648	128,863	(4,215)
Gain/Loss Sale of Assets C	\$ 7,452	0	7,452
Ag Land Lease	\$ 3,515	0	3,515
Merchant & Misc. Revenue D	\$ 117,928	42,324	75,604
Totals	<u>\$ 470,345</u>	<u>\$ 358,904</u>	<u>\$ 111,441</u>

- A Other Revenue-Water includes:
  - Water service inspection fees
  - Backflow prevention fees
  - After hours charges
  - Meter relocation charges
  - Bench test charges
- B Other Revenue-Sewer includes:
  - Wastewater service line inspection fees
- C Gain/Loss on Sale of Assets
- D Miscellaneous Revenue includes:
  - Administration charges
  - Charges for damage and repair to system:
    - Parts and labor used
    - Equipment charges

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 6

OCTOBER 20, 2022

**CONSENT AGENDA**

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

Please find attached invoice in the amount of \$2,342.00 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$103,900.00
Jun-22	1	Jun-22		\$1,406.50	\$102,493.50
Jul-22	2	Jul-22		\$690.00	\$101,803.50
Aug-22	3	Aug-22		\$5,629.17	\$96,174.33
Sep-22	4	Sep-22		\$2,684.58	\$93,489.75
Oct-22	5		\$2,342.00		\$91,147.75

**Staff recommends approval of this invoice in the amount of \$2,342.00 to Eckler Engineering, Inc.**

**Invoice**



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

September 30, 2022  
No: 235-006.03  
Invoice No: 22288

Project: Pine Ridge Park Utility System Improvements - SDC

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

**Professional Services from August 26, 2022 to September 30, 2022**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Administration				
Hammann, Jenifer	9/23/2022	1.00	77.00	77.00
Administrative Services 8/26/2022 to 9/25/2022				
Engineer 5				
Dickinson, Chase	8/26/2022	.50	144.00	72.00
Correspondence with HG on generator submittal, internal discussion				
Dickinson, Chase	8/30/2022	.50	144.00	72.00
Vacuum pit shop drawing review				
Dickinson, Chase	8/31/2022	.50	144.00	72.00
Finalize drawing clarifications				
Dickinson, Chase	9/1/2022	.75	144.00	108.00
Correspondence with Ring Power and Contractor on generator, internal discussion, vac pit shop drawing				
Dickinson, Chase	9/6/2022	.50	144.00	72.00
Monthly progress report				
Dickinson, Chase	9/8/2022	2.50	144.00	360.00
Meeting with OUA, correspondence with HG, Progress Meeting No. 1, meeting minutes				
Dickinson, Chase	9/12/2022	.75	144.00	108.00
Prepare and send meeting minutes, prep next meeting, internal review of generator issue, correspondence with contractor				
Dickinson, Chase	9/13/2022	.50	144.00	72.00
Correspondence with OUA and Contractor on outstanding items; internal review of project status				
Dickinson, Chase	9/15/2022	.50	144.00	72.00
Shop drawing review				

Project	235-006.03	Pine Ridge Park Utility System -SDC			Invoice	22288
	Dickinson, Chase	9/19/2022	.50	144.00	72.00	
	Correspondence with Contractor on staging area and shop drawings					
	Dickinson, Chase	9/20/2022	.75	144.00	108.00	
	Shop drawing review					
	Dickinson, Chase	9/22/2022	.50	144.00	72.00	
	Shop drawing review					
<b>Engineer 8</b>						
	Hammann, Douglas	8/26/2022	1.00	201.00	201.00	
	Review Cat Submittal Issue					
	Hammann, Douglas	9/7/2022	1.00	201.00	201.00	
	pre-progress meeting discussion and preparation					
	Hammann, Douglas	9/8/2022	2.00	201.00	402.00	
	Pre meeting and progress meeting No. 1					
	Hammann, Douglas	9/13/2022	1.00	201.00	201.00	
	Review status of Hinterland response.					
	Totals		14.75		2,342.00	
	<b>Total Labor</b>					<b>2,342.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	2,342.00	10,410.25	12,752.25
Limit			103,900.00
Remaining			91,147.75
		<b>Total this Invoice</b>	<b>\$2,342.00</b>



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 7

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICE FROM ECKLER ENGINEERING, INC. – SWTP PH EVALUATION**

Please find attached invoice in the amount of \$1,025.00 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$17,500.00
Jul-22	1	Jul-22		\$939.00	\$16,561.00
Aug-22	2	Aug-22		\$654.00	\$15,907.00
Sep-22	3	Sep-22		\$300.00	\$15,607.00
Oct-22	4		\$1,025.00		\$14,582.00

**Staff recommends approval of this invoice in the amount of \$1,025.00 to Eckler Engineering, Inc.**

**Invoice**



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

September 30, 2022  
 No: 235-008.00  
 Invoice No: 22289

Project: SWTP pH Evaluation

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

**Professional Services from August 26, 2022 to September 30, 2022**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
<b>Engineer 6</b>					
Facey, Bryant	8/29/2022	.50	150.00	75.00	
project status, correspondence					
Facey, Bryant	8/30/2022	1.00	150.00	150.00	
project status, data review					
Facey, Bryant	9/6/2022	1.00	150.00	150.00	
project status, correspondence					
Facey, Bryant	9/7/2022	.50	150.00	75.00	
project status, correspondence					
Facey, Bryant	9/13/2022	1.00	150.00	150.00	
Facey, Bryant	9/14/2022	.50	150.00	75.00	
<b>Engineer 7</b>					
Rubio, Oscar	8/29/2022	.50	175.00	87.50	
Correspondence with Bryant, phone & email to Kevin Rogers.					
Rubio, Oscar	8/31/2022	1.00	175.00	175.00	
Correspondence with Kevin Rogers and Bryant re: pH test data & feed rates					
Rubio, Oscar	9/7/2022	.50	175.00	87.50	
Correspondence with Bryant and Kevin Rogers (OUA)					
<b>Totals</b>		<b>6.50</b>		<b>1,025.00</b>	
<b>Total Labor</b>					<b>1,025.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	1,025.00	1,893.00	2,918.00	
Limit			17,500.00	
Remaining			14,582.00	
			<b>Total this Invoice</b>	<b>\$1,025.00</b>



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 8

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SW 5<sup>TH</sup> AVENUE  
LPSS DESIGN & PERMITTING**

Please find attached the invoice in the amount of \$29,775.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$198,500.00
Apr-22	1	Apr-22		\$27,790.00	\$170,710.00
May-22	2	May-22		\$33,745.00	\$136,965.00
Jun-22	3	Jun-22		\$25,805.00	\$111,160.00
Jul-22	4	Jul-22		\$11,910.00	\$99,250.00
Aug-22	5	Aug-22		\$29,775.00	\$69,475.00
Sep-22	6	Sep-22		\$9,925.00	\$59,550.00
Oct-22	7		\$29,775.00		\$29,775.00

**Staff recommends approval of this invoice in the amount of \$29,775.00 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

October 5, 2022

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

Invoice No. 1512  
SW 5<sup>th</sup> Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)  
**OUA Purchase Order No. 11129**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	85%	\$168,725.00	\$138,950.00	<b>\$29,775.00</b>
				<b>TOTAL:</b>	<b>\$29,775.00</b>

Total Purchase Order Amount: \$198,500.00  
Total Billed to Date: \$168,725.00  
**Total Billed this Invoice: \$ 29,775.00**

For services rendered September 4 – October 1, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 9

OCTOBER 20, 2022

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$6,609.13 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$724,136.00
Apr-20	1	Apr-20		\$48,503.60	\$675,632.40
May-20	2	May-20		\$38,802.88	\$636,829.52
Jun-20	3	Jun-20		\$33,952.52	\$602,877.00
Aug-20	4	Aug-20		\$87,306.48	\$515,570.52
Sep-20	5	Sep-20		\$43,653.24	\$471,917.28
Nov-20	6	Nov-20		\$77,605.76	\$394,311.52
Jan-21	7	Jan-21		\$38,802.88	\$355,508.64
Feb-21	8	Feb-21		\$38,802.88	\$316,705.76
Apr-21	9	Apr-21		\$43,653.24	\$273,052.52
Jul-21	9	Jul-21		\$19,401.44	\$253,651.08
Oct-21	10	Oct-21		\$7,275.54	\$246,375.54
Dec-21	11	Dec-21		\$10,592.40	\$235,783.14
Jan-22	12	Jan-22		\$13,491.60	\$222,291.54
Mar-22	13	Mar-22		\$27,996.69	\$194,294.85
Mar-22	Change Order		\$36,220.00		\$230,514.85
Apr-22	14	Apr-22		\$18,959.03	\$211,555.82
May-22	15	May-22		\$14,778.68	\$196,777.14
Jun-22	16	Jun-22		\$20,965.08	\$175,812.06
Jul-22	17	Jul-22		\$12,173.00	\$163,639.06
Aug-22	18	Aug-22		\$3,756.38	\$159,882.68
Sep-22	19	Sep-22		\$7,843.75	\$152,038.93
Oct-22	20		\$6,609.13		\$145,429.80

**Staff recommends approval of this invoice in the amount of 6,609.13 to Sumner Engineering & Consulting, Inc.**

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

Project 1 (Parts B & C)

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



## Invoice

BILL TO

October 5, 2022

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

Invoice No. 1510

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

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

**OUA Purchase Order No. 10264**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
<b>B1 – Design and Permitting</b>	<b>\$505,036</b>	97%	\$489,884.92	\$489,884.92	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$485,036</i>				
• <i>Change Order</i>	<i>\$20,000</i>				
<b>B2 – Bidding Services</b>	<b>\$43,380</b>	76%	\$32,968.80	\$32,968.80	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$27,160</i>				
• <i>Change Order</i>	<i>\$16,220</i>				
<b>C – Construction Services</b>	<b>\$211,940</b>	T&M	\$92,072.48	\$85,463.35	<b>\$6,609.13</b>
				<b>TOTAL:</b>	<b>\$6,609.13</b>

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$614,926.20

**Total Billed this Invoice: \$ 6,609.13**

For services rendered through September 4 – October 1, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 10

OCTOBER 20, 2022

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$9,524.64 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,141,783.00
Jun-21	1	Jun-21		\$19,783.98	\$1,121,999.02
Jul-21	2	Jul-21		\$28,576.86	\$1,093,422.16
Aug-21	3	Aug-21		\$17,585.76	\$1,075,836.40
Sep-21	4	Sep-21		\$61,550.16	\$1,014,286.24
Oct-21	5	Oct-21		\$68,144.82	\$946,141.42
Dec-21	6	Dec-21		\$15,387.54	\$930,753.88
Jan-22	7	Jan-22		\$84,990.00	\$845,763.88
Feb-22	8	Feb-22		\$57,147.84	\$788,616.04
Mar-22	9	Mar-22		\$33,336.24	\$755,279.80
Apr-22	10	Apr-22		\$42,860.88	\$712,418.92
May-22	11	May-22		\$85,721.76	\$626,697.16
Jun-22	12	Jun-22		\$47,623.20	\$579,073.96
Jul-22	13	Jul-22		\$38,098.56	\$540,975.40
Aug-22	14	Aug-22		\$28,573.92	\$512,401.48
Sep-22	15	Sep-22		\$14,286.96	\$498,114.52
Oct-22	16		\$9,524.64		\$488,589.88

**Staff recommends approval of this invoice in the amount of 9,524.64 to Sumner Engineering & Consulting, Inc.**

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

Project 2 Collection System

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





## Invoice

BILL TO

October 5, 2022

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

Invoice No. 1511

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

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

**OUA Purchase Order No. 10829**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Preliminary Design and Permitting	\$219,822	100%	\$219,822.00	\$219,822.00	\$0.00
E2 – Final Design and Permitting	\$476,232	91%	\$433,371.12	\$423,846.48	\$9,524.64
E3 – Bidding and Negotiation Phase	\$34,778	0%	\$0.00	\$0.00	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	0%	\$0.00	\$0.00	\$0.00
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$242,667	0%	\$0.00	\$0.00	\$0.00
				<b>TOTAL:</b>	<b>\$9,524.64</b>

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

Total Billed to Date: \$ 653,193.12

**Total Billed this Invoice: \$ 9,524.64**

For services rendered September 4 – October 1, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 11

AUGUST 18, 2022

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$7,996.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$686,079.00
Apr-22	1	Apr-22		\$29,835.00	\$656,244.00
May-22	2	May-22		\$3,817.50	\$652,426.50
Jun-22	3	Jun-22		\$94,920.00	\$557,506.50
Jul-22	4	Jul-22		\$11,398.50	\$546,108.00
Aug-22	5	Aug-22		\$9,440.00	\$536,668.00
Oct-22	6		\$7,996.00		\$528,672.00

**Staff recommends approval of this invoice in the amount of \$7,996.00 to Sumner Engineering & Consulting, Inc.**



## Invoice

BILL TO

October 5, 2022

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

Invoice No. 1513  
Okee-Tantie Utility System Improvements (SEC Proj. No. 21-11)  
**OUA Purchase Order No. 11130**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A1 – Preliminary Modeling and Technical Memo	\$36,100.00	100%	\$36,100.00	\$30,685.00	<b>\$5,415.00</b>
A2 – Route Survey and Preliminary (10%) Design	\$129,050.00	94%	\$121,307.00	\$118,726.00	<b>\$2,581.00</b>
A3 – Pre-Application Meetings and Summary Memo	\$5,850.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
B1 – Design and Permitting	\$319,944.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
B2 – Bidding Services	\$13,765.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
C1 – Construction Administration	\$181,370.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
				<b>TOTAL:</b>	<b>\$7,996.00</b>

Total Purchase Order Amount: \$686,079.00  
Total Billed to Date: \$157,407.00  
**Total Billed this Invoice: \$ 7,996.00**

For services rendered July 31 – October 1, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 12

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICES FROM FELIX ASSOCIATES, INC. – SWSA MASTER PUMP STATION**

Please find attached invoice in the amount of \$98,142.11 submitted by Felix Associates Inc. Staff is aware of the work currently being done by Felix Associates Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,894,600.00
May-22	1	May-22		\$54,150.00	\$1,840,450.00
Oct-22	2		\$98,142.11		\$1,742,307.89

**Staff recommends approval of these invoices in the amount of \$98,142.11 to Felix Associates, Inc.**



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

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

October 6, 2022

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

**RE: SWSA Master Pump Station Project**  
**Felix Associates, Inc. – Pay Application No. 2**

Mr. Hayford:

Please find attached Pay Application No. 2 for the above-referenced project, recommended for payment in the amount of \$98,142.11, which covers work confirmed to have been completed and stored materials for the period from April 30 to September 30, 2022, less the required 5% retainage.

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

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

Jeffrey M. Sumner, PE  
President

cc: Bill Lynch (via email)

**CONTRACTOR APPLICATION FOR PAYMENT**

DOCUMENT G702

PAGE ONE OF FOUR PAGES

**CONTRACTOR:**

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

**PROJECT:**

OUA Master Pump Station  
Project Number 19775-001-02

**ENGINEER:**

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

**ARCHITECT / OWNER:**

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

APPLICATION NO: **2**  
PROJECT NO: **269**  
APPLICATION DATE: **09/30/22**  
PERIOD FROM: **09/01/22**  
PERIOD TO: **09/30/22**  
CONTRACT DATE: **01/14/22**

Distribution to:  
 OWNER  
 CONTRACTOR  
 ENGINEER  
 OTHER

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

- 1. ORIGINAL CONTRACT SUM \$ 1,894,600.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,894,600.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 160,307.48
- 5. RETAINAGE:
  - a. 5 % of Completed Work \$ 4,350.00  
(Column D + E on G703)
  - b. 5 % of Stored Material \$ 3,665.37  
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 8,015.37
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 152,292.11
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702) \$ 54,150.00
- 8. **CURRENT PAYMENT DUE** \$ 98,142.11
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,742,307.89

CONTRACTOR: Felix Associates of Florida, Inc.

By: D. P. Poley Date: 10/6/2022

**OWNERSHIP (OR AGENT):**

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

**OWNER'S PROJECT MANAGEMENT:**

Approved for Owner App: \_\_\_\_\_  
Approved for Payment: \_\_\_\_\_  
Initials Date

**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 98,142.11

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

ENGINEER: Jeffrey M Sumner, PE, Sumner Engineering & Consulting, Inc.

By: [Signature] Date: 10/06/22

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

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

REQUISITION #		2		Project Name: OUA Master Pump Station			PERIOD ENDING 9/30/2022						
Line Item	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		RETAINAGE	% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED		
<b>1</b>	<b>MOBILIZATION / DEMOBILIZATION</b>				<b>\$ 90,000.00</b>								
1.1	Pre-Construction Video	1	LS	\$ 1,000.00	\$ 1,000.00	1.0	\$ 1,000.00	\$ -	1	\$ 1,000.00	\$ 50.00	100.0%	
1.2	Bond & Insurance	1	LS	\$ 36,000.00	\$ 36,000.00	1.0	\$ 36,000.00	\$ -	1	\$ 36,000.00	\$ 1,800.00	100.0%	
1.2	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
1.3	Locate Existing Utilities	1	LS	\$ 750.00	\$ 750.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
1.4	Dewatering / NPDES Permit	1	LS	\$ 750.00	\$ 750.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
1.5	Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>2</b>	<b>ENVIRONMENTAL PROTECTION</b>				<b>\$ 10,000.00</b>								
2.1	Construction Entrance	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
2.2	Silt Fence	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>3</b>	<b>MAINTENANCE OF TRAFFIC</b>				<b>\$ 600.00</b>								
3.1	MOT DEVICES	1	LS	\$ 600.00	\$ 600.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>4</b>	<b>CONCRETE</b>				<b>\$ 287,900.00</b>								
4.1	Well Point System / Dewatering	1	LS	\$ 31,000.00	\$ 31,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.2	Excavate / Shore for Wetwell	1	LS	\$ 21,900.00	\$ 21,900.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.3	Precast Concrete Structures Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1	\$ 10,000.00	\$ 500.00	0.0%
4.4	Set Wetwell	1	LS	\$ 79,000.00	\$ 79,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.5	Wetwell Watertightness Test	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.6	Backfill Wetwell	1	LS	\$ 17,000.00	\$ 17,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.7	Prep Grade for Flatwork	1	LS	\$ 6,000.00	\$ 6,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.8	Pour Concrete Flatwork	1	LS	\$ 16,000.00	\$ 16,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
4.9	Prefab Electrical Building Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1	\$ 10,000.00	\$ 500.00	100.0%
4.10	Set Prefab Electrical Building	1	LS	\$ 92,000.00	\$ 92,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>5</b>	<b>PIPE AND FITTINGS</b>				<b>\$ 183,000.00</b>								
5.1	8" FM	1	LS	\$ 21,000.00	\$ 21,000.00		\$ -	0.9112528	\$ 19,136.31	1	\$ 19,136.31	\$ 956.82	91.1%
5.2	FM Testing	1	LS	\$ 1,600.00	\$ 1,600.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.3	Gravity Sewer Piping & Manholes	1	LS	\$ 63,300.00	\$ 63,300.00		\$ -	0.1002728	\$ 6,347.27	0	\$ 6,347.27	\$ 317.36	10.0%
5.4	8" Force Main Drop Assembly	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.5	GS Testing and Inspection	1	LS	\$ 8,300.00	\$ 8,300.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.6	2" Water Main	1	LS	\$ 9,000.00	\$ 9,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.7	8" Discharge Piping	1	LS	\$ 28,000.00	\$ 28,000.00		\$ -	0.5984553	\$ 16,756.75	1	\$ 16,756.75	\$ 837.84	59.8%
5.8	12" Drop Bowl Assembly	1	LS	\$ 6,000.00	\$ 6,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.9	8" Above Ground Piping	1	LS	\$ 30,000.00	\$ 30,000.00		\$ -	0.5756873	\$ 17,270.62	1	\$ 17,270.62	\$ 863.53	57.6%
5.10	Lift Station Start-Up	1	LS	\$ 1,800.00	\$ 1,800.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.11	Paint Exterior Piping	1	LS	\$ 2,500.00	\$ 2,500.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
5.12	6" Odor Control Piping	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>6</b>	<b>EQUIPMENT</b>				<b>\$ 442,000.00</b>								
6.1	Odor Control Submittal	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	1	\$ 10,000.00	\$ 500.00	100.0%	
6.2	Odor Control Installation	1	LS	\$ 210,000.00	\$ 210,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
6.3	Odor Control Start-up	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
6.4	Lift Station Pump Submittal Package	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	1	\$ 10,000.00	\$ 500.00	100.0%	
6.5	Lift Station Pump Package Installation	1	LS	\$ 210,000.00	\$ 210,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>7</b>	<b>ELECTRICAL AND I&amp;C</b>				<b>\$ 550,000.00</b>								
7.1	Generator Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1	\$ 10,000.00	\$ 500.00	100.0%
7.2	Set Generator	1	LS	\$ 118,000.00	\$ 118,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
7.3	Generator Start-up	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
7.4	Electrical	1	LS	\$ 360,000.00	\$ 360,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
7.5	Lighting Protection	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
7.6	SCADA & RTU	1	LS	\$ 45,000.00	\$ 45,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>8</b>	<b>SITE WORK</b>				<b>\$ 164,000.00</b>								
8.1	Clearing and Grubbing	1	LS	\$ 22,000.00	\$ 22,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.2	Embankment & Rough Grade	1	LS	\$ 18,000.00	\$ 18,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.3	Excavation - Swale	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.4	Grade for Asphalt Base Rock	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.5	18" Base Rock	1	LS	\$ 18,000.00	\$ 18,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.6	2" SP-1.25 Asphalt	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.7	Fine Grade for Sod	1	LS	\$ 11,000.00	\$ 11,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.8	Landscaping	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.9	Chain Link Fencing	1	LS	\$ 42,000.00	\$ 42,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
8.10	Bollards	1	LS	\$ 18,000.00	\$ 18,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>9</b>	<b>VALVES</b>				<b>\$ 16,000.00</b>								
9.1	Flanged Valves	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	0.936627	\$ 9,366.27	1	\$ 9,366.27	\$ 468.31	93.7%
9.2	8" MJ Gate Valve	1	LS	\$ 4,000.00	\$ 6,000.00		\$ -	0.7383783	\$ 4,430.27	1	\$ 4,430.27	\$ 221.51	73.8%
<b>10</b>	<b>RECORD DRAWINGS</b>				<b>\$ 11,000.00</b>								
10.1	Record Drawings Surveying	1	LS	\$ 11,000.00	\$ 11,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>11</b>	<b>INDEMNIFICATION</b>				<b>\$ 100.00</b>								
11.1	Indemnification	1	LS	\$ 100.00	\$ 100.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>12</b>	<b>SAFETY COMPLIANCE</b>				<b>\$ 36,000.00</b>								
12.1	Slide Rail Delivery & Install	1	LS	\$ 32,000.00	\$ 32,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
12.2	Trench Box Delivery & Install	1	LS	\$ 1,000.00	\$ 4,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	
<b>13</b>	<b>TESTING ALLOWANCE</b>				<b>\$ 4,000.00</b>								
13.1	Testing Allowance	1	LS	\$ 4,000.00	\$ 4,000.00		\$ -	\$ -	-	\$ -	\$ -	0.0%	

REQUISITION # 2

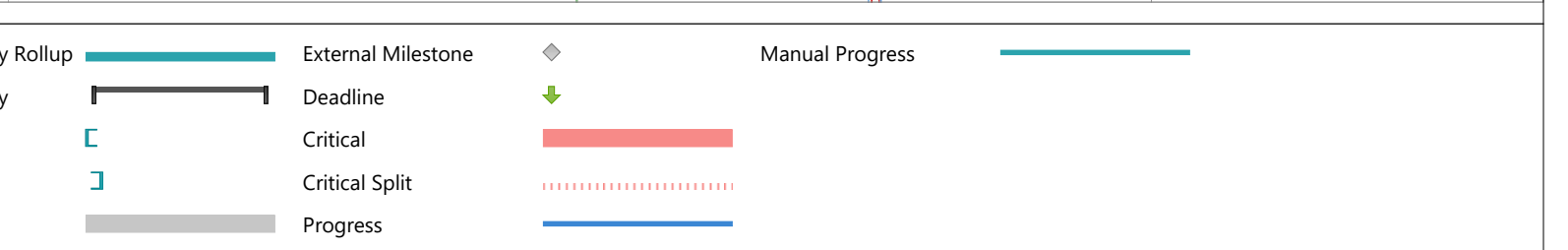
Project Name: OUA Master Pump Station

PERIOD ENDING 9/30/2022

Line Item	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		RETAINAGE	% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED		
14	<b>OWNER'S ALLOWANCE</b>				<b>\$ 100,000.00</b>								
14.1	Owner's Allowance	1	LS	\$ 100,000.00	\$ 100,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
		1	LS	\$ -	\$ -		\$ -		\$ -	-	\$ -	\$ -	0.0%
		1	LS	\$ -	\$ -		\$ -		\$ -	-	\$ -	\$ -	0.0%
		1	LS	\$ -	\$ -		\$ -		\$ -	-	\$ -	\$ -	0.0%
					<b>\$ 1,894,600.00</b>		<b>\$ 57,000.00</b>		<b>\$ 103,307.48</b>		<b>\$ 160,307.48</b>	<b>\$ 8,015.37</b>	<b>8.5%</b>
<b>ORIGINAL CONTRACT TOTALS</b>					<b>\$ 1,894,600.00</b>		<b>\$ 57,000.00</b>		<b>\$ 103,307.48</b>		<b>\$ 160,307.48</b>	<b>\$ 8,015.37</b>	
<b>CHANGE ORDER TOTAL</b>												<b>\$ -</b>	
1,894,600.00					<b>\$ 1,894,600.00</b>		<b>\$ 57,000.00</b>		<b>\$ 103,307.48</b>		<b>\$ 160,307.48</b>	<b>\$ 8,015.37</b>	<b>8.5%</b>



ID	Task Name	Duration	Start	Finish	Predecessors	Total Slack	Successors	2021		Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			
								Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
1	<b>GENERAL CONDITIONS</b>	<b>374 days</b>	<b>Sun 2/20/22</b>	<b>Fri 8/4/23</b>		<b>0 days</b>																															
2	<b>Notice To Proceed (2-20-22)</b>	1 day	Sun 2/20/22	Sun 2/20/22		18 days	3,7,10,11																														
3	Concrete Structures Submittal	20 days	Mon 2/21/22	Fri 3/18/22	2	18 days	4																														
4	RFI #3 Hatch and Pipe Placement on Wetwell Lid	7 days	Wed 4/6/22	Thu 4/14/22	3	6 days	5																														
5	Concrete Structures Resubmittal	15 days	Mon 4/25/22	Fri 5/13/22	4	0 days	6																														
6	Concrete Structures Procurement	113 days	Mon 5/16/22	Mon 10/24/22	5	0 days	22,24																														
7	Precast Electrical Building Submittal	26 days	Mon 2/21/22	Mon 3/28/22	2	52 days	8																														
8	Precast Electrical Building Resubmittal	20 days	Tue 4/5/22	Mon 5/2/22	7	47 days	9																														
9	Precast Electrical Building Procurement	150 days	Tue 5/3/22	Mon 12/5/22	8	47 days	36,40																														
10	Submersible Pumps Submittal	20 days	Tue 3/29/22	Mon 4/25/22	2	58 days	11																														
11	Submersible Pumps Procurement	111 days	Tue 4/26/22	Fri 9/30/22	10	58 days	34																														
12	Control Panel Submittal	20 days	Tue 3/29/22	Mon 4/25/22	2	129 days	13																														
13	Control Panel Procurement	90 days	Tue 4/26/22	Wed 8/31/22	12	129 days	41																														
14	Odor Control Equipment Submittal	90 days	Thu 3/24/22	Fri 7/29/22	2	57 days	15																														
15	Odor Control Equipment Procurement	90 days	Mon 8/1/22	Wed 12/7/22	14	57 days	38																														
16	Diesel Generator Submittal	20 days	Tue 3/29/22	Mon 4/25/22	2	93 days	17																														
17	Diesel Generator Procurement	101 days	Tue 4/26/22	Fri 9/16/22	16	93 days	35,39																														
18	<b>CONSTRUCTION</b>	<b>206 days</b>	<b>Mon 10/17/22</b>	<b>Fri 8/4/23</b>		<b>0 days</b>																															
19	Mobilization	1 day	Mon 10/17/22	Mon 10/17/22		1 day	20																														
20	Site Clearing & Erosion Control	4 days	Tue 10/18/22	Fri 10/21/22	19	1 day	21																														
21	Set Well Point Dewatering System	3 days	Mon 10/24/22	Wed 10/26/22	20	1 day	23																														
22	Concrete Structures Delivery & Protective Coatings	3 days	Tue 10/25/22	Thu 10/27/22	6	0 days	23,24																														
23	Excavate and Set Shoring System	5 days	Fri 10/28/22	Thu 11/3/22	22,21	0 days	24																														
24	Set Wetwell	2 days	Fri 11/4/22	Mon 11/7/22	6,22,23	0 days	25																														
25	Wetwell Watertightness Test	3 days	Tue 11/8/22	Thu 11/10/22	24	0 days	26																														
26	Backfill Wetwell	4 days	Fri 11/11/22	Wed 11/16/22	25	0 days	31,28,29																														
27	Gravity Sewer Piping & Manholes	12 days	Thu 11/17/22	Tue 12/6/22	26	0 days	28																														
28	Gravity Sewer Test	3 days	Wed 12/7/22	Fri 12/9/22	26,27	0 days	31,29																														
29	8" Force Main to MH3	3 days	Mon 12/12/22	Wed 12/14/22	28	0 days	31,30																														
30	Force Main Flush & Test	2 days	Thu 12/15/22	Fri 12/16/22	29	0 days	31																														
31	Install 2" Water Main	3 days	Mon 12/19/22	Wed 12/21/22	26,28,29	0 days	32																														
32	Underground Odor Control Piping	2 days	Thu 12/22/22	Mon 12/26/22	31	0 days	35,34																														
33	Electrical Rough-in & Grounding	10 days	Wed 1/18/23	Tue 1/31/23	34	0 days	35																														
34	Lift Station Pumps, Supports & Piping	15 days	Tue 12/27/22	Tue 1/17/23	11,32	0 days	33																														
35	Concrete Slab and Equipment Pads	8 days	Wed 2/1/23	Fri 2/10/23	17,33,34	0 days	36,39,40																														
36	Discharge Piping, Valves, Flow Meter	10 days	Mon 2/13/23	Fri 2/24/23	35,9	0 days	37,38,39																														
37	Discharge Piping Flush & Test	2 days	Mon 2/27/23	Tue 2/28/23	36	0 days	38																														



Project: OUA Master Pump Stat  
Date: 9-20-22

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 13

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICE FROM GO UNDERGROUND UTILITIES, LLC – SWSA MASTER FORCE MAIN**

Please find attached invoice in the amount of \$66,690.75 submitted by Go Underground Utilities, LLC. Staff is aware of the work currently being done by Go Underground Utilities, LLC. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,241,740.00
Jun-22	1	Jun-22		\$271,225.00	\$970,515.00
Jul-22	2	Jul-22		\$405,602.50	\$564,912.50
Aug-22	3	Aug-22		\$39,662.50	\$525,250.00
Sep-22	4	Sep-22		\$69,986.50	\$455,263.50
Oct-22	5		\$66,960.75		\$388,302.75

**Staff recommends approval of this invoice in the amount of \$66,960.75 to Go Underground Utilities, LLC.**



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

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

October 5, 2022

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

**RE: SWSA Master Force Main Project**  
**Go Underground Utilities, LLC – Pay Application No. 5**

Mr. Hayford:

Please find attached Pay Application No. 4 for the above-referenced project, recommended for payment in the amount of \$66,960.75, which covers work confirmed to have been completed for the period from August 26 – September 30, 2022, less the required 5% retainage and previous payments.

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

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

Jeffrey M. Sumner, PE  
President

**Contractor's Application for Payment No.**

5

Application Period: 09/01/2022 - 09/30/2022	Application Date: 9/30/2022
To (Owner): Okeechobee Utility Authority	From (Contractor): GO Underground Utilities, LLC
Project: SWSA Master Force Main	Via (Engineer): Sumner Engineering
Contract: SWSA Master Force Main	
Owner's Contract No.: 19-04	Contractor's Project No.: 19-04
	Engineer's Project No.: 19-04

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ \$1,241,740.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ \$1,241,740.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$898,355.00
			5. RETAINAGE:	
			a. X 5% Work Completed.....	\$ \$44,917.75
			b. X 5% Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$44,917.75
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$853,437.25
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$786,476.50
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$66,960.75
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$388,302.75
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

**Contractor's Certification**

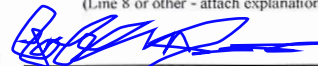
The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered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



Contractor Signature

By: \_\_\_\_\_ Date: 8/25/2022

Payment of: \$ **66,960.75**  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  **10/05/22**  
**Jeffrey M Sumner, PE** (Date)  
**Sumner Engineering & Consulting, Inc.**

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

is approved by: \_\_\_\_\_ (Date)  
 (Owner)

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





TASK	START	END	Oct				Nov				
			Oct 2	Oct 9	Oct 16	Oct 23	Oct 30	Nov 6	Nov 13	Nov 20	Nov
1 Install Pipe	07/07/22	11/01/22	Install Pipe								
2 Pressure Test	10/17/22	11/08/22			Pressure Test						
3 RR Stuff Pipe	10/24/22	10/28/22			RR Stuff Pipe						
4 Restoration	07/18/22	11/21/22	Restoration								
5 Final Tie In	11/15/22	11/22/22							Final Tie In		
6 Close Out	11/21/22	11/25/22								Close Out	



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 14

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICE FROM HINTERLAND GROUP, LLC – PINE RIDGE PARK UTILITY SYSTEMS  
IMPROVEMENT**

Please find attached invoice in the amount of \$110,913.06 submitted by Hinterland Group, Inc. Staff is aware of the work currently being done by Hinterland Group, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$4,430,874.95
Oct-22	1		\$110,913.06		\$4,319,961.89

**Staff recommends approval of this invoice in the amount of \$110,913.06 to Hinterland Group, Inc.**

October 12, 2022  
235-006.03

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

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

Dear Mr. Hayford:

Reference: Application and Certificate for Payment No. 1  
Pine Ridge Park Utility System Improvements

Enclosed is Payment Application and Certificate No. 1 for the above referenced project from Hinterland Group. **We recommend funding the requested hard cost amount of \$110,913.06 as payment for work completed from the Notice to Proceed (June 21, 2022) through September 30, 2022.** The work for which payment is being requested includes:

1. Partial payment for mobilization.
2. Full payment for indemnification, bonds, and insurance.

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, Hinterland Group 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,



Chase Dickinson, P.E.

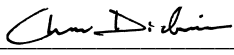
Encl.

**PAYMENT APPLICATION AND CERTIFICATE  
SIGNATURE PAGE**

APPLICATION NUMBER 1

DATE	<u>September 27, 2022</u>	PROJECT NUMBER	<u>235-006.03</u>
PERIOD FROM	<u>June 21, 2022</u>	TO	<u>September 30, 2022</u>
PROJECT NAME	<u>Pine Ridge Park Utility Improvements</u>		
CONTRACTOR	<u>Hinterland Group, Inc.</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>10-12-2022</u>
Owner _____	Date _____
_____	Date _____

**ACKNOWLEDGMENT OF PAYMENT**

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

Contractor Hinterland Group, Inc.

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

By Mr. Chase Rogers

Title: Project Manager

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

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

**PAYMENT APPLICATION AND CERTIFICATE**

Date: Sept. 27, 2022

Project No: 235-006.03

Application No: 1

Period From June 21, 2022

To Sept. 30, 2022

Project: Pine Ridge Park Utility Improvements

To Owner: Okeechobee Utility Authority

From Contractor: Hinterland Group, Inc.

Thru Engineer: Eckler Engineering, Inc.

1.	Original Contract Sum.....	\$ <u>5,143,000.00</u>
2.	Approved Contract Modifications.....	\$ <u>(712,125.05)</u>
3.	Contract Modifications Approved This Period (List Contract Modification Numbers _____ And attach copies of Contract Modifications).....	\$ <u>0.00</u>
4.	Revised Contract Amount (Sum of Lines 1 & 2).....	\$ <u>4,430,874.95</u>
5.	Total Value of Work completed to Date.....	\$ <u>116,750.59</u>
6.	Less Amount Retained ( <u>10</u> % ).....	\$ <u>5,837.53</u>
7.	Subtotal (Line 5 - Line 6).....	\$ <u>110,913.06</u>
8.	Less Previous Certificates for Payment..... (Line 7 from previous application)	\$ <u>0.00</u>
9.	Current Payment Due (Line 7 - Line 8).....	\$ <u>110,913.06</u>
10.	Balance to Finish Plus Retainage (Line 4 - Line 7).....	\$ <u>4,319,961.89</u>
11.	Percent Project Complete ( <u>3</u> % )	

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies:

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

HINTERLAND GROUP INC.  
  
 Contractor

10/13/22  
 Date

Payment of the amount in Line 9 is recommended.

Chou D. D. D.  
 Project Representative

10/13/2022  
 Date

**ECKLER ENGINEERING, INC.**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER: **OKEECHOBEE UTILITY AUTHORITY**

PROJECT: **PINE RIDGE PARK UTILITY IMPROVEMENTS**

APPLICATION NO: **1**

APPLICATION DATE: **September 27, 2022**

PERIOD TO: **September 30, 2022**

FROM CONTRACTOR:

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

CONTRACT NO.: **235-006.03**

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

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	<u>5,143,000.00</u>
2. Net change by Change Orders	\$	<u>(712,125.05)</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>4,430,874.95</u>
4. TOTAL COMPLETED & STORED TO DATE:	\$	<u>116,750.59</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>4,155.00</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>1,682.53</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>5,837.53</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$110,913.06</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>110,913.06</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>4,319,961.89</u>
(Line 3 less Line 6)		

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

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

CONTRACTOR: HINTERLAND GROUP, INC.

By: [Signature] Date: 10/11/22  
Chase Rogers, Project Manager

State of: Florida County of: Palm Beach

Subscribed and sworn to before me this 12th day of October, 2022

Notary Public: [Signature]  
My Commission expires: 8/9/2026



**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED . . . . \$ 110,913.06

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

ENGINEER/ARCHITECT:

By: [Signature] Date: 10-12-2022

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

**SCHEDULE OF VALUES**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

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

APPLICATION NO: 1  
 APPLICATION DATE: 9/27/2022  
 PERIOD TO: 9/30/2022  
 PROJECT NO: 235-006.03  
 CONTRACT NO: 22-0039-00

A ITEM NO.	FDOT PAY ITEM NO.	B DESCRIPTION OF WORK ITEM	C QTY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE TOTAL	G WORK COMPLETED FROM PREVIOUS APPL		H WORK COMPLETED THIS PERIOD		I QTY TO DATE	J MATERIALS PRESENTLY STORED (NOT IN G OR H)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	% (K + F)	L BALANCE TO FINISH (F - K)	M TOTAL RETAINAGE
							QTY	AMOUNT (G - H)	QTY	AMOUNT						
<b>GENERAL</b>																
1		Mobilization	1	LS	\$ 316,000.00	\$316,000.00		\$0.00	0.10	\$31,600.00	0.1	\$0.00	\$31,600.00	10%	\$284,400.00	\$ 3,160.00
2		Indemnification	1	LS	\$ 51,500.00	\$51,500.00		\$0.00	1.00	\$51,500.00	1	\$0.00	\$51,500.00	100%	\$0.00	\$ 5,150.00
3		As-Built Record Drawings	1	LS	\$ 34,200.00	\$34,200.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$34,200.00	\$ -
4		Maintenance of Traffic	1	LS	\$ 34,200.00	\$34,200.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$34,200.00	\$ -
5		Existing Utility Location/Identification	1	LS	\$ 10,260.00	\$10,260.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$10,260.00	\$ -
6		NPDES General Construction Permit Compliance	1	LS	\$ 10,260.00	\$10,260.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$10,260.00	\$ -
<b>SANITARY SYSTEM</b>																
7a		Furnish and install SDR 21 PVC vacuum main, complete - 4 inch	8100.00	LF	\$46.46	\$376,326.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$376,326.00	\$ -
7b		Furnish and install SDR 21 PVC vacuum main, complete - 6 inch	1900.00	LF	\$57.35	\$108,965.00		\$0.00	\$0.00	\$0.00	0	\$22,431.00	\$22,431.00	21%	\$86,534.00	\$ 2,243.10
7c		Furnish and install SDR 21 PVC vacuum main, complete - 8 inch	600.00	LF	\$79.80	\$47,880.00		\$0.00	\$0.00	\$0.00	0	\$11,219.59	\$11,219.59	23%	\$36,660.41	\$ 1,121.96
8a		Furnish and install division valves and boxes, complete - 4-inch	12.00	EA	\$ 2,115.00	\$25,380.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$25,380.00	\$ -
8b		Furnish and install division valves and boxes, complete - 6-inch	5.00	EA	\$ 2,360.00	\$11,800.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$11,800.00	\$ -
8c		Furnish and install division valves and boxes, complete - 8-inch	1.00	EA	\$ 3,741.00	\$3,741.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$3,741.00	\$ -
9a		Furnish and install vacuum collection pit assemblies, complete - Type "A" Adjacent to main	34	EA	\$ 8,800.00	\$ 299,200.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$299,200.00	\$ -
9b		Furnish and install vacuum collection pit assemblies, complete - Type "A" Across from main	7	EA	\$ 9,575.00	\$ 67,025.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$67,025.00	\$ -
9c		Furnish and install vacuum collection pit assemblies, complete - Type "B" Adjacent to main	11	EA	\$ 10,035.00	\$ 110,385.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$110,385.00	\$ -
9d		Furnish and install vacuum collection pit assemblies, complete - Type "B" Across from main	3	EA	\$ 10,260.00	\$ 30,780.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$30,780.00	\$ -
10		Furnish and install vacuum pump station with equipment, complete	1	LS	\$ 1,755,140.00	\$1,755,140.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$1,755,140.00	\$ -
11		Abandon septic tanks, complete	111	EA	\$ 1,370.00	\$152,070.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$152,070.00	\$ -
12		Abandon manholes, complete	7	EA	\$ 1,940.00	\$13,580.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$13,580.00	\$ -
13		Furnish and Install Sanitary Service Connections (RW to Customer Tie-In), complete	111	EA	\$ 3,085.00	\$342,435.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$342,435.00	\$ -
14		Grout and Abandon Sanitary Sewer Pipe, complete	450	LF	\$ 15.50	\$6,975.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$6,975.00	\$ -
<b>WATER SYSTEM</b>																
15a		Furnish and install C900 DR 18 PVC water main, complete - 6-inch	1,350	LF	\$ 37.40	\$50,490.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$50,490.00	\$ -
15b		Furnish and install C900 DR 18 PVC water main, complete - 8-inch	1,370	LF	\$ 50.10	\$68,637.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$68,637.00	\$ -
16a		Furnish and install SDR 11 HDPE water main, complete - 2-inch	3,460	LF	\$ 19.70	\$68,162.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$68,162.00	\$ -
17a		Furnish and install gate valves and boxes, complete	12	EA	\$ 2,540.00	\$30,480.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$30,480.00	\$ -
17b		Furnish and install gate valves and boxes, complete	5	EA	\$ 3,340.00	\$16,700.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$16,700.00	\$ -
18a		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Main	13	EA	\$ 1,150.00	\$14,950.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$14,950.00	\$ -
18b		Furnish, install, and remove sample points, complete, inclusive of bacteriological testing, complete - On Fire Hydrant	4	EA	\$ 1,150.00	\$4,600.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$4,600.00	\$ -
19		Furnish and install fire hydrant assemblies, complete	5	EA	\$ 9,300.00	\$46,500.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$46,500.00	\$ -
20a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,000.00	\$4,000.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$4,000.00	\$ -
20b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,800.00	\$7,200.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$7,200.00	\$ -
20c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,600.00	\$38,400.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$38,400.00	\$ -
20d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,730.00	\$65,520.00		\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0%	\$65,520.00	\$ -

**SCHEDULE OF VALUES**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

CONTRACT: 235-006.03

APPLICATION NO: 1

Contractor's signed certification is attached.

PROJECT TITLE: PINE RIDGE PARK UTILITY IMPROVEMENTS

APPLICATION DATE: 9/27/2022

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

PERIOD TO: 9/30/2022

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

PROJECT NO: 235-006.03

CONTRACT NO: 22-0039-00

A ITEM NO	B FOOT PAY ITEM NO	C DESCRIPTION OF WORK ITEM	D QTY	E UNIT	F UNIT PRICE	G SCHEDULED VALUE TOTAL	H WORK COMPLETED FROM PREVIOUS APPL		I WORK COMPLETED THIS PERIOD		J QTY TO DATE	K MATERIALS PRESENTLY STORED (NOT IN G OR H)	L TOTAL COMPLETED AND STORED TO DATE (G+H+J)	M % (K + J)	N BALANCE TO FINISH (F - K)	O TOTAL RETAINAGE
							QTY	AMOUNT (G + H)	QTY	AMOUNT						
21		Furnish and Install Water Service Connections (RAW to Customer Tie-In), complete	131	EA	\$ 1,480.00	\$191,260.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$191,260.00	\$ -
22		Disconnect wells, complete	104	EA	\$ 185.00	\$19,240.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$19,240.00	\$ -
23		Furnish and install ductile iron compact fittings with reaction blocking or thrust restraints, complete	1.5	TN	\$ 18,200.00	\$27,300.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$27,300.00	\$ -
24		Grout and Abandon Water Main Pipe, complete	310	LF	\$ 15.50	\$4,805.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$4,805.00	\$ -
<b>RESTORATION</b>																
25		Furnish and place sod, complete	11,000	LF	\$ 2.85	\$31,350.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$31,350.00	\$ -
26		Asphaltic Driveways, complete	330	SY	\$ 57.00	\$18,810.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$18,810.00	\$ -
27		Concrete Driveways, complete	1,840	SY	\$ 74.10	\$136,344.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$136,344.00	\$ -
28		Gravel Driveways, complete	1,200	SY	\$ 22.80	\$27,360.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$27,360.00	\$ -
29		Asphalt Road Patch, complete	1,850	LF	\$ 25.30	\$46,805.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$46,805.00	\$ -
30		Headwall Replacement, complete	7	EA	\$ 855.00	\$5,985.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$5,985.00	\$ -
31		Pavement Markings/Restoration Allowance	1	LS	\$ 10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$10,000.00	\$ -
32		Miscellaneous Work Allowance	1	LS	\$ 400,000.00	\$400,000.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$400,000.00	\$ -
<b>BID ALTERNATE ITEMS</b>								\$0.00		\$0.00						
1A		Furnish and install 2-inch HDPE water main via directional drill, inclusive of all fittings, transition pieces, appurtenances, set up, mobilization, and demobilization	3,460	LF	\$ 17.20	\$59,512.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$59,512.00	\$ -
2A-a		Furnish and install single water service with angle stop and meter box (adjacent), complete	4	EA	\$ 1,120.00	\$4,480.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$4,480.00	\$ -
2A-b		Furnish and install single water service with angle stop and meter box (opposite), complete	4	EA	\$ 1,915.00	\$7,660.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$7,660.00	\$ -
2A-c		Furnish and install double water service with two (2) angle stops and meter boxes (adjacent), complete	24	EA	\$ 1,710.00	\$41,040.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$41,040.00	\$ -
2A-d		Furnish and install double water service with two (2) angle stops and meter boxes (opposite), complete	24	EA	\$ 2,845.00	\$68,280.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$68,280.00	\$ -
3A		Deductive Alternate for providing an Alternate Generator System/ Manufacturer meeting the requirements of specifications Section 16204T.	1	LS	\$ -	\$0.00		\$0.00		\$0.00	0	\$0.00	\$0.00		\$0.00	\$ -
<b>Change Orders</b>										\$0.00						
CO#1 -1		Removal of all septic tank abandonments. This affects Bid Item No. 11	1.00	LS	-\$152,070.00	-\$152,070.00		\$0.00		\$0.00	0	\$0.00	\$0.00		-\$152,070.00	\$ -
CO#1 -2		Removal of all sanitary sewer connections form RAW to customer tie-in. This affects Bid Item No.13.	1.00	LS	-\$342,435.00	-\$342,435.00		\$0.00		\$0.00	0	\$0.00	\$0.00		-\$342,435.00	\$ -
CO#1 -3		Removal of all water service connections form RW to customer tie-in. This affects Bid Item No. 21	1.00	LS	-\$191,260.00	-\$191,260.00		\$0.00		\$0.00	0	\$0.00	\$0.00		-\$191,260.00	\$ -
CO#1 -4		Removal of all well disconnections. This affects Bid Item No. 22.	1.00	LS	-\$19,240.00	-\$19,240.00		\$0.00		\$0.00	0	\$0.00	\$0.00		-\$19,240.00	\$ -
CO#1 -5		Reduction of Bid Items No. 1 through 6 as a result of work being removed in items 1 through 5 above.	1.00	LS	-\$7,120.05	-\$7,120.05		\$0.00		\$0.00	0	\$0.00	\$0.00		-\$7,120.05	\$ -
<b>TOTAL</b>						<b>\$4,430,874.95</b>		<b>\$0.00</b>		<b>\$83,100.00</b>	<b>-</b>	<b>\$33,650.59</b>	<b>\$116,750.59</b>		<b>\$4,314,124.36</b>	<b>\$ 11,675.06</b>

# Stored Materials Summary

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 9/27/2022  
 PERIOD TO: 9/30/2022  
 PROJECT NO.: 235-006.03  
 CONTRACT NO.: 22-0039-00

A		B	C	D	E
Item No.	Supplier Invoice No.	Description of Materials or Equipment Stored	Amount Previously Stored (\$)	Amount Stored this Month (\$)	Amount Completed and Stored to Date (C + D)
7b	68004	6" PVC Pipe SDR-21	\$ -	\$ 22,431.00	
7c	68004	8" PVC Pipe SDR-21	\$ -	\$ 11,219.59	
<b>Totals</b>			\$ -	\$ 33,650.59	\$ -





**HINTERLAND GROUP, INC.**

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

SEACOAST NATIONAL BANK  
WEST PALM BEACH

63-515  
670

22099

DATE  
June 17, 2022

AMOUNT  
\$\*\*\*\*\*41,038.00

Pay: \*\*\*\*\*Forty-one thousand thirty-eight dollars and no cents

**PAY**  
TO THE  
ORDER  
OF

South Shore Insurance Inc  
955 SE Central Parkway  
Stuart, FL 34994

AUTHORIZED SIGNATURE

⑈022099⑈ ⑆067005158⑆ 0002007508⑈

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

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

22099

DATE	INVOICE NO.	INVOICE AMOUNT	RETAINAGE	DEDUCTION	BALANCE		
6/13/22	1014	41038.00	.00	.00	41038.00		
CHECK DATE	6/17/22	22099	TOTAL	41038.00	.00	.00	41038.00

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

22099

DATE	INVOICE NO.	INVOICE AMOUNT	RETAINAGE	DEDUCTION	BALANCE		
6/13/22	1014	41038.00	.00	.00	41038.00		
CHECK DATE	6/17/22	22099	TOTAL	41038.00	.00	.00	41038.00

# INVOICE

South Shore Insurance, Inc.  
955 SE Central Parkway  
Stuart, FL 34994

jennie@southshore-  
insurance.com  
(772)426-9973



## Hinterland Group Inc

**Bill to**  
Hinterland Group Inc

**Ship to**  
Hinterland Group Inc

**Invoice details**  
Invoice no. : 1014  
Invoice date : 6/13/22  
Terms : Due on receipt  
Due date : 6/13/22

Product or service	Amount
1. <b>Bonds</b> 21BCSIE4100 21BCSIM4294 21BCSIU2277 21BCSIU2278 21BCSIU2279 21BCSIU2280 21BCSIU2281 21BCSIU2282 21BCSIU2283	\$41,038.00

**Total** **\$41,038.00**

Please make your check payable to:  
SOUTH SHORE INSURANCE INC  
955 SE CENTRAL PARKWAY  
STUART FL 34994

**POSTED**  
*into A/P paid 6/13/22*

Date Bond Issued	Bond Number	Name of Oblige	Contract Number & Project Description	Type of Bond	Bond Amount	Premium Amount
12/10/2019	21BCSIE4100	Palm Beach County	R-2020-0316	Bond Closed early credit	18-0271-01	-917.00
11/24/2020	21BCSIM4294	City of West Palm Beach	ITB No 19-20-114 Contract No 24235001	Increase Bond Rider	20-0085-00	1,211.00
4/14/2022	21BCSIU2277	Town of Jupiter	Island Way Well Site Development Improvements Rebid ITB W2011B2-0-2022/BMG	PP Bond	22-0040-00	4,670.00
4/20/2022	21BCSIU2278	Village of Palm Springs	Gulfstream Road Stormwater Improvements ITB 2022B-004	PP BOND	21-0363-00	4,461.00
4/20/2022	21BCSIU2279	Charlotte County	Cape Horn Blvd CIPP Lining - 2020000497 RFP 20-0173-46	PP Bond	20-0173-46	1,087.00
4/20/2022	21BCSIU2280	Charlotte County	Vellum Cir Cipp Lining - 2020000497 RFP 20-0173-47	PP Bond	20-0173-47	817.00
5/9/2022	21BCSIU2281	Polk County	CIPP Bid #20-577 CIPP installation bid #6	PP Bond	20-0085-06	1,493.00
5/25/2022	21BCSIU2282	St Lucie County	Bid No. 22-041 Vero Beach Potable Water System Interconnect Project	PP Bond	22-0037-00	1,925.00
5/25/2022	21BCSIU2283	Okeechobee Utility Authority	Pine Ridge Park Utility System Improvements 235-006.01	PP Bond	GL 1-00-1095	26,291.00
						<b>\$41,038.00</b>

22-0037-00

01-1000 03



Stronger Together

Riviera Beach FL #75  
3635 Fiscal Ct  
Riviera Beach, FL 33404-1724  
W: (561)844-8088

Ordered	Order#	PO#	Invoiced	Invoices#
08/03/2022	122086572-001	#22003900-006	09/20/2022	122086572-001

Printed	Requested for	Ship Via	Customer Contact	Sales Associate
09/23/2022	09/20/2022 Any time	UPS	Christian Cancio	Kimberly Savage

INV68004



Justin - (863) 610-2369

Special Instructions:  
Contact Christian 24 hours before delivery  
561-324-4991

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Open	Net Price	Ext. Price
2	6PVC200GJ	PVC Pipe 6 in. x 20 ft. SDR-21 (CL 200) Gasket Joint (Sold per ft.) <i>Item Note: Green Gasket</i>	2,020	2,020	0	10.378 / FT	20963.56
3	8PVC200GJ	PVC Pipe 8 in. x 20 ft. SDR-21 (CL 200) Gasket Joint (Sold per ft.) <i>Item Note: Green Gasket</i>	600	600	0	17.476 / FT	10485.60

Please remit payment to:  
SiteOne Landscape Supply, LLC  
24110 Network Place  
Chicago, IL 60673-1241

Terms: NET 60 DAYS  
Pay by 11/19/2022

Subtotal:	\$31449.16
Sales Tax:	\$2201.44
Freight:	\$0.00
Total:	\$33650.60
Total Payment:	\$0.00
Amount Due:	\$33650.60

CUSTOMER SIGNATURE: SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.  
Note: Returns subject to 25% restock charge.



**CUSTOMER OBSESSED** | ANDRES ALVAREZ | Area Business Manager  
-- | AAlvarez@SiteOne.com

# Sales Invoice

### Sold To:

Hinterland Group Inc. (#1675512)  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404-5003  
W: (561)329-8904

### Ship To:

J/Pine Ridge Pk Utility System  
Improvement (#1675512-3000)  
314 NE 30th Ave  
684/636 NE 30th Ave Okeechobee, FL 34972  
W: (561)329-8904

For Chemical Emergency Spill, Leak, Fire,  
Exposure, or Accident Emergency Response  
Assistance, call: CHEMTREC  
Day or Night- 1 (800) 424-9300

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 15

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICE FROM THORN RUN PARTNERS**

Please see attached the Thorn Run Partners monthly invoice.

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

# THORN RUN PARTNERS



# INVOICE

Date 10/1/2022  
Invoice No. 1547

### Bill To

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

PO NUMBER	10938
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	October 2022

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

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

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 16

OCTOBER 20, 2022

**CONSENT AGENDA**

**INVOICE FROM MACVICAR CONSULTING, INC.**

Please see attached the Macvicar Consulting Inc. invoice.

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



MACVICAR CONSULTING, INC.  
4524 Gun Club Road Suite 201

# Invoice

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

DATE	INVOICE #
10/3/2022	202210016

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

DESCRIPTION	AMOUNT
Support for the month of September 2022	250.00
<b>Total</b>	<b>\$250.00</b>



# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 17**

**OCTOBER 20, 2022**

### **ADVANCED METERING INFRASTRUCTURE**

The OUA currently has funding from both the South Florida Water Management District (\$100,000 grant) and the State of Florida FDEP State Revolving Fund (\$1,861,048 loan & \$457,796 grant) for a total of \$2,418,844.

On October 4, 2022, the OUA received four sealed bids for the AMI project. Ms. Christine Miranda, P.E. of Holtz Consulting Engineers, Inc., conducted the bid opening. Ms. Miranda has prepared the attached bid recommendation for OUA Board review and will be present to discuss the bid, financing and project impacts.

In essence, the apparent low bid was disqualified due to errors in bidding. The next lowest bid by Vanguard Utility Service, Inc. was reviewed and accepted as the lowest, most responsive bid (\$3,662,820.50). Vanguard will be present at the meeting today to do a short presentation on their services, bid package and installation moving forward.

As noted above, the OUA has in place \$2,418,844, in consideration of the lowest accepted bid (\$3,662,820.50), there is a difference of \$1,243,976.50 to be funded from additional resources.

To meet this unfunded allocation, OUA staff will review several different options. The OUA/HCE team will contact the FDEP SRF staff to discuss additional funding opportunities. In previous discussions, OUA would be able to get additional loan money and possibly grant monies to complete the project. Currently, there is nothing contractually supporting this issue, but FDEP is optimistic. Additionally, OUA staff will reach out to SFWMD to investigate any additional funding opportunities. Thirdly, the OUA /HCE team will reach out to Vanguard/Master Meter team to see if there are funding reduction options in this project. At the very least, they should be able to develop a plan to meet the existing funding with an additional phase of work to complete the project once additional funding has been acquired.

After the presentations and OUA Board discussions, staff is requesting direction.



October 12, 2022

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

**Subject: Okeechobee Utility Authority Advanced Metering Infrastructure System Project  
Recommendation of Vanguard Utility Service, Inc.**

Dear Mr. Hayford,

On October 4, 2022, at 10:00 a.m. bids were opened for the referenced project. There were (4) four bids accepted for the project as follows:

Bidder	Total Bid Amount	Acknowledged Addenda?	Included Original Bid Security?
Consolidated Pipe and Supply Company, Inc.	\$2,649,869.51 <sup>1</sup>	Y	Y
Vanguard Utility Service, Inc.	\$3,662,820.50	Y	Y
Core and Main, LP	\$4,186,731.00	Y	Y
National Metering Services, Inc.	\$4,674,156.48 <sup>2</sup>	Y	Y

<sup>1</sup> Bid form was not complete. No unit price was provided for the first two items. Additionally, computed total bid amount, \$2,649,869.51 did not match listed amount provided by bidder, \$2,787,857.51.

<sup>2</sup> Computed total bid amount, \$4,674,156.48 did not match listed amount provided by bidder, \$4,333,156.64

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was Consolidated Pipe and Supply Company, Inc. with a Total Bid Amount of \$2,649,869.51. Their bid was reviewed and did not provide responses under Bid Form, Questionnaire Sheet, Items 2a., 3, 5, 6, 7, 8 and 9.d, which notes on the bid form that it must be filled out or the Bid may be considered non-responsive. Additionally, no unit price was provided for two of the line items on the Bid Schedule A. We therefore consider the bid submitted by Consolidated Pipe and Supply Company, Inc. to be non-responsive.

Vanguard Utility Service, Inc. was the second low bidder with a bid in the amount of \$3,662,820.50. Their bid was reviewed and included the required bid bond in the amount of five percent of their bid from an acceptable surety company according to the US Department of Treasury. The other forms and information required to be submitted with their bid appear to be in order. We therefore consider the bid submitted by Vanguard Utility Service, Inc. to be responsive.



HOLTZ CONSULTING ENGINEERS, INC

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Based upon reference checks, Vanguard Utility Service, Inc. has successfully completed other Advanced Metering Infrastructure (AMI) Projects throughout the Southeastern United States and has also successfully completed products in conjunction with Empire Pipe/Master Meter, who will be supplying the equipment for this project. Vanguard Utility Service and Empire Pipe/Master Meter are currently implementing an AMI system in neighboring Sun 'n Lake of Sebring Improvement District. Vanguard Utility Service, Inc. is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider Vanguard Utility Service, Inc. to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. considers Vanguard Utility Service, Inc. to be the low responsive and responsible bidder and recommends that they be awarded the contract for the Advanced Metering Infrastructure System Project in the Total Bid Amount of \$3,662,820.50.

Sincerely,  
HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Christine Miranda', is written over a light blue horizontal line.

Christine Miranda, PE  
Principal Engineer

## ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM PROJECT

### Bid Tabulation

October 4, 2022

				Consolidated Pipe and Supply Company, Inc.		Vanguard Utility Service, Inc.		Core and Main, LP		National Metering Services, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMobilIZATION (INC. GC'S, MOT, AND SAFETY)	1	LS		\$0.00	\$125,000.00	\$125,000.00	\$25,000.00	\$25,000.00	\$246,000.00	\$246,000.00
2	MAINTENANCE OF TRAFFIC	1	LS		\$0.00	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$95,000.00	\$95,000.00
3	FURNISH AND INSTALL REGISTER KITS, NEW METERS WITH REGISTERS, ALL REQUIRED METER ACCESSORIES, BASE STATIONS (INCLUDING INSTALLATION OF TOWER BASE STATION AND ANTENNA WITH CONFIGURATION), FCC LICENSE APPLICATION FEES, STANDARD REPEATERS, EXTERNAL ANTENNAS, CABLE ASSEMBLIES, REPEATER INSTALLATIONS AND ANY REQUIRED POLES OR TOWERS, AND ALL REQUIRED ELECTRICAL WORK FOR A COMPLETE AMI INSTALLATION.	1	LS	\$2,422,402.01	\$2,422,402.01	\$3,478,134.50	\$3,478,134.50	\$4,057,855.00	\$4,057,855.00	\$4,260,488.32	\$4,260,488.32
4	SOFTWARE	1	LS	\$16,717.50	\$16,717.50	\$10,937.00	\$10,937.00	\$29,876.00	\$29,876.00	\$24,989.44	\$24,989.44
5	BILLING SYSTEM INTEGRATION	1	LS	\$6,250.00	\$6,250.00	\$6,118.00	\$6,118.00	\$0.00	\$0.00	\$6,852.00	\$6,852.00
6	SOFTWARE SYSTEM AND TRAINING (3 DAYS ON SITE)	1	LS	\$129,500.00	\$129,500.00	\$6,353.00	\$6,353.00	\$0.00	\$0.00	\$7,115.36	\$7,115.36
7	CUSTOMER ENGAGEMENT PORTAL	1	LS	\$50,000.00	\$50,000.00	\$7,778.00	\$7,778.00	\$24,000.00	\$24,000.00	\$8,711.36	\$8,711.36
8	PROJECT CONTINGENCY	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
<b>Total Bid Amount</b>				\$2,649,869.51		\$3,662,820.50		\$4,186,731.00		\$4,674,156.48	

Errors: Consolidated Pipe and Supply Did Not Provide a Unit Price for Items 1 & 2, and their total bid amount did not match, what was provided, \$2,787,857.51. National Metering Services, Inc. had an incorrect amount. Listed amount was \$4,333,156.64

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 18

OCTOBER 20, 2022

**INTERIM FINANCE – USADA LOAN**

On September 03, 2021, the United State Department of Agriculture (USDA) issued a letter to Okeechobee Utility Authority (OUA), establishing the conditions under which USDA would finance the Southwest WW Service Area Septic System to Sewer Wastewater Project to a total value of \$11,055,091 allocated as follows:

Loan	\$7,508,000
Grant	\$ 883,000
FL DEP Grant	<u>\$2,664,091</u>
Total Financing	\$11,055,091

To meet the requirements of USDA, the letter outlined a number of deliverables the OUA is expected to satisfy at various stages of the process in order to gain USDA approval.

Stage 1 of the approval process, identified under Section 3; list the “Requirements Prior to Advertising for Bid” (pages 6 – 11 of the attached letter) which must be satisfied by the OUA before receiving approval from USDA to proceed to the bidding process.

Having satisfied USDA deliverables for Section 3 (Requirements Prior to Advertising for Bids), the USDA has forwarded our application to their State Review department for review and approval. However, during a recent telephone conversation with the West Palm Office of USDA, OUA was asked to provide updated terms and conditions to a previously supplied offer letter from South State Bank, the project’s interim finance provider for the construction loan.

On Wednesday October 12, 2022, OUA received South State Bank updated offer letter (see attached), which will be scrutinized before forwarding same to USDA. Areas to be examined include the interest rates quoted in option 1 & 2, along with the determination of the most beneficiary option to OUA.

The OUA staff welcomes any advice from members of the Board regarding the terms and conditions of the interim finance proposal.

**The above is solely provided for information purpose and no further decision is required by the Board at this time.**



United States Department of Agriculture

Rural Development

September 3, 2021

Royal Palm Beach  
Area Office

420 S State Road 7,  
Suite 166  
Royal Palm Beach, FL  
33414

Voice 561.792.2727x5  
Fax 855.475.4827

Mr. John Creasman, Chairman  
Okeechobee Utility Authority  
100 SW 5<sup>th</sup> Avenue  
Okeechobee, FL 34974

**SUBJECT:** Recipient Name: Okeechobee Utility Authority  
Project Name: Southwest WW Service Area Septic System to Sewer  
Wastewater Application  
CFDA NUMBER - 10.760

Loan:	\$7,508,000.00
Grant:	\$ 883,000.00
FL DEP Grant	\$2,664,091.00

Dear Chairman Creasman:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III – Requirements Prior to Advertising for Bids must be met within 120 days of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please review, complete and return the following forms referenced under items 1, 2, and 4 within 10 days:

1. Form RD 1942-46, "Letter of Intent to Meet Conditions"
2. Form RD 1940-1, "Request for Obligation of Funds"
3. Draft RUS Bulletin 1780-12, "Water and Waste System Grant Agreement"

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

4. All forms identified on enclosed List of Full Application items.

The loan/grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, the Form 1940-1 will be provided to you for your signature. After you sign and return the form to the Agency, the request will be processed, and loan/grant funds will be approved and obligated.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at [www.rd.usda.gov](http://www.rd.usda.gov).

The conditions are as follows:

**SECTION I - PROJECT DETAIL**

1. **Project Description** – Funds will be used to construct a sewer collection system to serve the high priority area identified as the Southwest Section Wastewater Service Area (SWSA).

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

2. **Project Funding** – The Agency is offering the following funding for your project:

Agency Loan -	\$7,508,000.00
Agency Grant -	<u>\$ 883,000.00</u>

This offer is based upon the following additional funding being obtained.

FL DEP Grant -	\$2,664,091.00
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TOTAL PROJECT COST -	\$11,055,091.00
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Funding is offered based on the amounts stated above. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for

construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<b><u>Project Costs:</u></b>	<b><u>Total Budgeted:</u></b>
Construction	\$ 8,671,818.00
Contingency	867,360.00
Engineering Fees	730,832.00
Includes:	
Preliminary Engineering Report	
Environmental Report	
Design	
Construction Administration	
Resident Project Representation (Inspection)	410,951.00
Additional Services: <i>Field Geotech Testing Lab</i>	150,000.00
Interest - Interim	168,000.00
Legal Fees - Local Attorney	9,000.00
Legal Fees - Bond Counsel	47,130.00
<hr/>	
<b>TOTAL</b>	<b>\$11,055,091.00</b>

Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget or scope.

## **SECTION II – LOAN AND GRANT TERMS**

**Repayment** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Interest-only payments will be due the first 2 year(s) on an annual basis. Payments for the remaining 38 years will be equal annual amortized installments, beginning one (1) year after final interest-only installment. For planning purposes, use a 1.375% interest rate and an amortization factor of 33.97, which provides for an annual payment of **\$255,047.00**. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided.



**Security** – The loan will be secured by a Revenue bond with parity lien position in the amount of **\$7,508,000**. The bond will be fully registered as to both principal and interest in the name of the United States of America, Acting through the United States Department of Agriculture.

The bond must specify that, in the event of default, each lender will be affected on a proportionate basis.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," and RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)." A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

6. **Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

7. **Construction Completion Timeframe** - All projects must be completed and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

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

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be executed and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.]

9. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$2,125.39 per month; this amount should be deposited monthly until a total of \$255,047.00 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.
- b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$62,666.00 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

### **SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

**10. Environmental Requirements** – At the conclusion of the proposal’s environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report dated May 2021, the following action is required for successful completion of the project and must be adhered to during project design and construction:

**If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.**

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

**11. Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids, and must approve any modifications to this agreement.

**12. Contract Documents, Final Plans, and Specifications**

- a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
- d. **American Iron and Steel Requirements.** Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5, 2017:
- (1) No Federal funds made available for this fiscal year for the rural water, wastewater, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
  - (2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
  - (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—
    - (a) applying the requirement would be inconsistent with the public interest;
    - (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
    - (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
  - (4) Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:
    - (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
    - (b) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American and Iron Steel requirements.
    - (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
    - (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers’, contractors’, and manufacturers’ certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer’s project file and on-site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.

- (e) Where the owner directly procures AIS products, *including* AIS clauses in the procurement contracts and *obtaining* manufacturers' certification letters and *providing* copies to consulting engineers and contractors.

**13. Legal Services** – You have been required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

**14. Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, “Preliminary Title Opinion,” may be used.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

**15. System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances

outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy,” at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

- a. **Parity/Intercreditor Agreement** – Projects with parity liens must have in place a written agreement between the parity lenders. The draft agreement must receive Agency concurrence prior to advertising for bids.
- b. **Other agreements** with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity’s service area, etc.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

**16. Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.

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

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

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

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

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

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

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

20. **Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter from each source.

21. **Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget,” or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

22. **Permits** – The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

23. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

For new systems, see Section V of this letter of conditions. For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

24. **Bid Authorization** - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

#### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

25. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer’s evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are



available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. **Cost Overruns.** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. **Excess Funds.** If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

**26. Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

**27. Final Rights-of-Way** – If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.

**Final Title Work** - Your attorney must furnish a separate final title opinion on all existing real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

**28. Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of

insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.
- d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

29. **Initial Compliance Review** – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

#### **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

Interim financing is being used. Loan closing will occur near the end of construction when interim funds are about to be completely disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing. In addition, the following items are required prior to closing:



## NON-BINDING PROPOSAL

October 12, 2022

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

Dear Board of Directors,

SouthState Bank, N.A. ("the Bank") is pleased to have the opportunity to consider your loan request on behalf of Okeechobee Utility Authority (OUA). This letter is a Non-Binding Proposal.

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

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

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

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

This is a non-Revolving draw facility.

**Maturity Date:** Twenty-Four Months from Closing Date.

**Interest Rate:** **Option 1:** The rate shall be a tax-exempt floating interest rate of WSJ Prime x 0.79. Currently 4.35% as of 9/14/2022, subject to changes in Prime. Interest will be calculated on a 30/360-day count basis.

**Option 2:** The rate shall be a tax-exempt fixed interest rate. The rate may be fixed up to 45 days prior to closing using the following calculation. (Current 2-year Treasury Rate + 160 bp) x 0.79. **Currently 4.66%.**

**Repayment Terms:** Commencing on April 1, 2023, interest payments on the outstanding principal balance will be paid semi-annually on April 1<sup>st</sup> and October 1<sup>st</sup> of each year for the term of the loan.

Principal and Remaining Interest balance will be paid in full via proceeds of USDA loan and all other available sources of funds on or before Twenty-Four Months from Closing Date.

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

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

**Governing Law:** State of Florida

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

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

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

Sincerely,



Jarrod Trefelner  
SVP and Team Lead

October 12, 2022  
Date

**Acceptance:**

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

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

**Contact Information:**

**Jarrod Trefelner | SVP | Commercial Team Lead**

5001 Okeechobee Rd | Fort Pierce, FL 34947

Cell 772.201.4991 | Office 772.293.0636 | Fax 772.257.3739

[JTrefelner@SouthStateBank.com](mailto:JTrefelner@SouthStateBank.com)

# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

OCTOBER 20, 2022

## **VENDOR PAYMENT AGREEMENT BETWEEN THE OUA AND LIHWAP**

During the Summer of 2022, staff was contacted by a State agency, Low-Income Household Water Assistance Program (LIHWAP) concerning their ability to assist low-income households in Okeechobee with their water/sewer bills. Staff met with representatives from LIHWAP in early July 2022. The LIHWAP representatives explained the process of distributing payments to the OUA once a household applies and are approved to receive assistance, LIHWAP will issue a Commitment Letter to the OUA and payment will follow.

On July 18, 2022, the OUA received the first Commitment Letter and the first payment on August 8, 2022. As of today, the OUA has received \$23,750 in Commitment Letters and \$18,100 in actual payments. The payments received usually allow the OUA customer to have a credit on their account for a few months.

A Vendor Payment Agreement has been presented to the OUA by LIHWAP. Staff and legal Counsel have reviewed the agreement and has made one change to the agreement. LIHWAP is in agreement with the change presented by the OUA.

**Staff recommends approval of the Vendor Payment Agreement between the OUA and LIHWAP as presented with the proposed change.**



**ECONOMIC  
OPPORTUNITIES  
COUNCIL**  
Inspiring & Empowering Families

2455 St. Lucie Avenue  
Vero Beach, FL 32960  
772-562-4177  
www.eocofirc.net

**LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM  
VENDOR PAYMENT AGREEMENT**

with

Economic Opportunities Council of Indian River County, Inc.  
Vero Beach, FL 32960  
772-562-4177

&

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

This Low-Income Household Water Assistance Program Vendor Payment Agreement (“Agreement”) is entered into by the water utility provider, VENDOR (“Vendor”), and AGENCY (“Agency”) (each individually a “Party” and collectively the “Parties”).

**WHEREAS**, the parties hereby agree to and enter into this Agreement to receive vendor payments from the Low-Income Household Water Assistance Program (LIHWAP).

**NOW, THEREFORE**, in consideration of the foregoing recital which is incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Vendor and Agency, the parties agree and stipulate as follows:

**1. Purpose**

This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of service, and rate reduction to eligible households for such services. This agreement is a contract between the Agency, and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions, incorporated herein by reference.





## **2. Term of Agreement**

This Agreement will begin on **July 1, 2022** and end on **September 30, 2023**. The Agreement will be reviewed/renewed no later than **September 30, 2023**

## **3. Modifications of Agreement**

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties.

## **4. Termination of Agreement**

This Agreement will terminate effective immediately upon determination by the Agency that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.

Either the Agency or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of a household that has been awarded a LIHWAP benefit.

## **5. Agency Responsibilities**

### ***The Agency will:***

- a. Provide outreach activities in an equitable manner to ensure notification of program is given to the potentially eligible households.
- b. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- c. Based on established criteria, determine household eligibility for LIHWAP based on the State/Territory or Tribal approved Grantee Plan in a timely manner.
- d. Accept referrals for LIHWAP benefits by the Vendor.
- e. Provide authorization for approved services.
- f. Review invoice(s) submitted by the Vendor. The AGENCY may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- g. Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the Vendor with the terms herein.

- h. Payment Set up: Agency will record approved water assistance services per eligible household in the Department of Economic Opportunity's ("Department") approved case manager application according to the LIHWAP field manual distributed to the Agency upon implementation of the program for that fiscal year. Agency will obligate funds according to subrecipient grant award and submit requests for reimbursement to the Department.
- i. Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the Administration for Children and Families. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.

The Agency will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the supplemental terms and conditions:

- i. The amount, cost, and type of water assistance provided for households eligible for assistance under this award;
  - ii. The type of water assistance used by various income groups;
  - iii. The number and income levels of households assisted by this award;
  - iv. The number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
  - v. The impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
  - vi. Administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
- j. Be responsible for planning and prioritizing funds for households in communities throughout their jurisdiction with the exception of households within tribal jurisdictions for which the Office of Community Services (OCS) has reserved a portion of LIHWAP funds.

## 6. Vendor Responsibilities

### *The Vendor shall:*

- a. Provide the AGENCY a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number.
- b. Provide the AGENCY with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- c. Notify the AGENCY immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the AGENCY.
- d. Notify the AGENCY within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.
- e. Notify the AGENCY if the business owner or other key employee is employed by the AGENCY as well as if a member of his/her immediate family is employed by the AGENCY.  
*("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.) [Applies to privately owned Water Companies]*

The AGENCY will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

- f. Not serve as the vendor for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year.) [Applies to privately owned Water Companies]
- g. Not serve as the vendor for a dwelling/property that s/he owns. [Applies to privately owned Water Companies]

### *Financial Information/Billing:*

- h. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under LIHWAP.

- i. Charge LIHWAP households using the Vendor's normal billing process.
- j. Restore water services upon payment [OCS DOES NOT RECOMMEND PAYMENT IF IT WILL NOT RESULT IN WATER RESTORATION]
- k. ~~After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days~~
- l. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- m. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- n. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.
- o. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- p. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active and the household is approved for LIHWAP assistance.
- q. Clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP.
- r. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- s. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the AGENCY, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2023.
- t. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- u. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow AGENCY representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

- v. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- w. Take corrective action in the time frame specified by the AGENCY if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance.
- x. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

***Data Collection:***

The data must be provided within a time frame specified by the AGENCY and must be provided in the format requested by the AGENCY. The data must be provided to the AGENCY (or an authorized agent for the AGENCY) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to the AGENCY.

- y. Provide, at no cost to the AGENCY or the household, the data requested below by or on behalf of the AGENCY, as set forth in the supplemental terms and conditions;
  - Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
  - Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
  - Provide the type of water assistance used by household, i.e., drinking water, wastewater etc.
  - Identify the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
  - Notify the Agency of any household situation that threatens life, health, or safety.

**7. Joint Duties**

Both the Vendor and the Agency agree to meet with designated staff bi-annually to review any

recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

## **8. General Conditions**

- a. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- b. **DISCRIMINATION:** The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state or federal law relating to discrimination.
- c. **CONFIDENTIALITY:** The Vendor and the AGENCY agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and AGENCY's written consent and only in accordance with federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the AGENCY of any breach or suspected breach in the security of such information. The Vendor shall allow the AGENCY to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- d. **SUBCONTRACTS:** The AGENCY reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by the AGENCY, the Vendor shall furnish the AGENCY the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- e. **FRAUD:** The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the AGENCY or knowingly allowing others to do so; intentional failure to notify the AGENCY of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- f. **NON-FRAUD OVERPAYMENTS:** For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the AGENCY.

- g. **BINDING ON HEIRS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- h. **DUE AUTHORIZATION.** The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- i. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

**SUBGRANTEE**

**VENDOR**

**Economic Opportunities Council of  
Indian River County, Inc. (EOCOFIRC)  
2455 St. Lucie Avenue  
Vero Beach, FL 32960**

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

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

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position/Title)

\_\_\_\_\_  
(Position/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

OCTOBER 20, 2022

## FDEP PROJECT RANKING

As per individual emails directed to each OUA Board member, the FDEP asked the OUA to provide a ranking in order of highest priority to lowest priority. This request was emailed to the OUA just after the last Board meeting.

A request was made of each member to rank the projects from high to low. The following is a brief understanding of the projects.

Thursday morning (9/15), I received an e-mail from FDEP stating they have started the review of the proposals submitted through the FDEP Grant Portal. The OUA submitted six proposals:

- Treasure Island Septic to Sewer Infrastructure, requested amount \$3,500,000 with a local match of \$26,933,223
- Pine Ridge Park Septic to Sewer, requested amount \$1,500,000 with a local match of \$2,803,464
- Southwest Wastewater Service Area Septic to Sewer Project, requested amount \$3,500,000 with a local match of \$27,738,143
- Orange Loop Gravity Sewer Project, requested amount \$250,000 with a local match of \$79,774
- Southwest 5th Avenue Septic to Sewer Project, requested amount \$2,500,000 with a local match of \$2,421,463
- Connecting OSTDS to Central Sewer Project, requested amount \$2,500,00 with a local match of \$500,000

Mitch Holmes, FDEP has asked that the OUA to prioritize the proposals. I will be sending to you six different emails, each email providing additional information on each project.

Here is a brief outline of each project.

**Treasure Island Septic to Sewer Infrastructure:** The current estimated cost of this project is approximately \$30,400,000. As of today, the OUA has \$25,520,580 in total from three different sources. With the COVID financial pressures and extreme inflationary pressure, it is unknown what the final project cost will be. Therefore, this request was made to help fill in the final unmet financial need as well as to keep up with these other financial effects.

**Pine Ridge Park Septic to Sewer:** The current estimated wastewater cost of this project is approximately \$4,680,786. As of today, the OUA has \$3,232,600 money available from FDEP appropriations and OUA fund allocated for this project. Therefore, there is an approximate \$1,500,000 shortfall in wastewater funds to cover the project costs as of today.

**Southwest Wastewater Service Area Septic to Sewer Project:** The current estimated cost of this project is approximately \$31,200,000. As of today, the OUA has approximately \$27,740,000



in total between the FDEP and USDA grant/loan funding sources. COVID and inflationary pressure will continue to drive up project costs. A request has been made for \$3,500,000 to complete the funding for this project.

**Orange Loop Gravity Sewer Project:** The current estimated cost of this project is approximately \$253,672. A bid of \$215,684 was awarded for construction. In addition, there will be another \$32,052 spent for engineering construction services. This project has been awarded and is slated for construction.

**Southwest 5th Avenue Septic to Sewer Project:** The current estimated cost of this project is approximately \$3,785,741. As of today, the OUA has allocated funds towards partial engineering fees only.

**Connecting OSTDS to Central Sewer Project:** The current estimated cost of this project is approximately \$3,063,000. For approximately 1,000 connections on the Pine Ridge Park, SWSA, SW 5<sup>th</sup> Avenue and Orange Park projects (not including the TI project). As of today, all connections currently expected to be paid by the lot owner.

In the email I provided my ranking of the projects and as to why I ranked them in that order.

- 1) Pine Ridge – only because it is under construction and no other funding source but OUA
- 2) SW 5<sup>th</sup> Avenue – Due to flooding & potential public health threat, no identified construction funding source at this time
- 3) Orange Loop – small construction project by OUA funding
- 4) Connecting OSTDS – assisting homeowners with their connection of residence to new sewer system
- 5) SWSA – financial strain of COVID/inflation on an existing ongoing construction project
- 6) Treasure Island – final construction dollars needed to complete project several years out

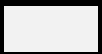
The tabulated final ranking is attached.

This agenda item is provided for discussion and adoption of the ranking.

Please rank the following six projects from 1 to 6, with 1 being the most important project down to 6 being the least important project

### FDEP Poratl Projects - Final OUA Board Ranking

	Anderson	Clay	Creasman	Fadley	Moldenhauer	Nelson	Sneider	Trent	Total	Entries	Average	Final Ranking
Treasure Island Septic to Sewer Infrastructure	6	2	6		6	6	6	6	38	7	5.43	<b>6</b>
Pine Ridge Park Septic to Sewer	1	4	1		1	1	1	1	10	7	1.43	<b>1</b>
Southwest Wastewater Service Area Septic to Sewer Project	5	1	5		5	5	5	5	31	7	4.43	<b>5</b>
Orange Loop Gravity Sewer Project	4	5	3		4	3	3	3	25	7	3.57	<b>3</b>
Southwest 5th Avenue Septic to Sewer Project	2	3	2		2	2	2	2	15	7	2.14	<b>2</b>
Connecting OSTDS to Central Sewer Project	3	6	4		3	4	4	4	28	7	4.00	<b>4</b>

 No response

# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 21

OCTOBER 20, 2022

## **AC PIPE REMOVAL**

Years ago, the OUA placed a new PVC water main in service while taking out of service an older AC pipe along SW 24<sup>th</sup> Avenue. Due to the planned new construction of the wastewater system, this out of service AC pipe will be in the way at several points.

In the recent past, the OUA has gone to the expense of removing the AC piping and properly disposing of it in land fill.

Please find attached a proposal from Holtz Consulting Engineers, Inc. to develop a set of plans for the removal and disposal of this piping system from SW 16<sup>th</sup> Street to SW 28<sup>th</sup> Street along the westside of SW 24<sup>th</sup> Avenue. HCE was the engineer of record for the AC pipe removal along SE 8<sup>th</sup> Avenue.

OUA staff recommend approval of the engineering proposal submitted by Holtz Consulting Engineers, Inc., for the design of plans and bid documents for the removal of AC pipe along SW 24<sup>th</sup> Avenue.

**AGREEMENT**  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
BETWEEN OKEECHOBEE UTILITY AUTHORITY  
AND  
HOLTZ CONSULTING ENGINEERS, INC.  
FOR  
SW 24<sup>TH</sup> AVENUE ASBESTOS CEMENT WATER MAIN REMOVAL

**I. BACKGROUND**

Holtz Consulting Engineers, Inc. (HCE) will provide engineering services for the design, bidding, and services during construction for the removal of an existing abandoned asbestos cement (AC) water main on SE 24th Avenue within the Okeechobee Utility Authority's (OUA) utility service area. Work will include the development of construction plans and specifications for removal of existing previously abandoned asbestos cement water mains. The existing abandoned 6" AC water main is located on the west side of SW 24<sup>th</sup> Avenue from SW 16<sup>th</sup> Street to SW 28<sup>th</sup> Street for an approximate length of 4,000 feet.

**II. GENERAL SCOPE OF WORK**

The OUA has requested comprehensive engineering services from HCE to provide engineering design, bidding, and services during construction related to the SE 24<sup>th</sup> Avenue AC Water Main Removal project. Specific tasks include the following:

1. Task 1 – Engineering Design Services
2. Task 2 – Bidding Services
3. Task 3 – Engineering Services During Construction

A detailed description of each task is described in greater detail below.

**TASK 1: DESIGN SERVICES**

HCE shall develop bidding and contract documents including detailed technical specifications and drawings depicting the work. The standard OUA bidding and contract documents will be utilized by HCE in preparing the documents. It is anticipated that approximately 8 drawings will be developed as follows:

General

- G-1 Cover
- G-2 Legend, Abbreviations and Construction Notes
- G-3 Key Sheet

Civil

- C-1 Water Main Plan View 1

- C-2 Water Main Plan View 2
- C-3 Water Main Plan View 3
- C-4 Water Main Plan View 4

#### Details

- D-1 Civil/Pipe Details 1

HCE shall prepare and submit 90% and final design documents for OUA review. Final bidding documents and technical specifications will be updated and submitted based on OUA's comments on each submittal. HCE will meet with OUA to review OUA's comments.

HCE will develop an estimated construction cost for the project to accompany the final documents.

Engineering plans will be prepared on a 1" = 20' scale on 24" X 36" sheets (1" = 40' on 11" x 17" sheets) depicting the water main improvements. OUA Water Standard Specifications and Details will be incorporated and utilized in the engineering plans and specifications.

HCE shall use survey drawings from OUA as the "base" drawings on which the proposed utility work will be depicted. No additional survey work will be completed in order to prepare the drawings.

### **TASK 2: SERVICES DURING BIDDING**

HCE will perform, as required by OUA, the following services during the bidding phase of the Project:

1. Prepare bid documents including drawings and specifications.
2. Prepare bid advertisement and provide bid documents to bidders.
3. Conduct a pre-bid meeting and issue meeting minutes to all plan holders.
4. Respond to bidder's questions and issue addenda as necessary to clarify the bid documents.
5. Attend the bid opening and prepare the bid tabulation form.
6. Evaluate the bids including contacting contractor references and prepare a recommendation of award to the lowest responsive, responsible bidder.

### **TASK 3: ENGINEERING SERVICES DURING CONSTRUCTION**

HCE will provide the following services:

- HCE shall conduct a pre-construction meeting and prepare a meeting agenda and prepare and distribute minutes.
- HCE shall review and process shop drawings and other submittals (assume submittals for concrete, asphalt, and base rock materials for restoration of driveways and roadways).

- HCE shall provide general construction and contract administration and correspondence.
- HCE will provide periodic site visits during critical stages of the construction process (estimated at an average of 4 hours per week for 4 weeks of actual construction by a construction inspector).
- HCE shall review contractor's pay requests (2 applications for payment estimated).
- HCE shall provide interpretations of drawings, technical specifications, and Contract Documents and respond to requests for information (RFIs) as required (1 RFI estimated).
- HCE shall prepare work change directives and change orders if required (one change orders estimated).
- HCE shall attend a substantial completion walkthrough, prepare a punchlist of incomplete or deficient items, and monitor the completion of the punchlist.

### **III. OUA RESPONSIBILITIES AND ASSUMPTIONS**

The OUA will provide specific data and activities for the project. Such data and activities shall include as a minimum the following information as available:

1. Provide record drawings as available of the existing water distribution and wastewater collection system in the project area.
2. Marking of existing OUA-owned utilities.
3. Prompt review of all deliverables.
4. Participation of key personnel at progress meetings.
5. Provide supplemental construction observation services as needed.
6. No permitting is included as part of this scope.
7. As no new installations of water or sewer infrastructure will be constructed, final record drawings are not included.

### **IV. DELIVERABLES**

The following deliverables will be provided to OUA:

1. 90-percent, and final plans and technical specifications will be transmitted electronically.
2. Copies of all shop drawings, submittals, RFI's correspondence, record drawings, O&M manuals, etc. submitted by the Contractor.
3. One digital copy of all final construction plans and specifications in PDF, Microsoft Word and AutoCAD Version 2011 on DVD.

### **V. TIME OF COMPLETION**

HCE shall complete the project as outlined below in the project schedule.

- Task 1 – Engineering Design Services
  - 90% plans and specifications– Six weeks from Notice to Proceed.
  - 100% plans and specifications – Two weeks from receipt of comments from OUA staff on the 90% submittal.
- Task 2 – Bidding Services – 2 months from advertisement.
- Task 3 – Engineering Services During Construction – Two months from contractor’s Notice to Proceed

**VI. SCHEDULE OF FEES**

Proposed labor costs for engineering services (Lump Sum) are tabulated below and detailed in Attachment B.

<b>TASK</b>	<b>ENGINEERING FEE</b>
Task 1 –Design Services	\$12,925
Task 2 – Bidding Services	\$2,570
Task 3 – Engineering Services During Construction	\$8,880
<b>TOTAL LUMP SUM</b>	<b>\$24,375</b>

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

HOLTZ CONSULTING ENGINEERS, INC.

By:  Date: 10/12/22  
 Christine Miranda, PE, Vice President

OKEECHOBEE UTILITY AUTHORITY

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

ATTACHMENT B  
SW 24TH AVENUE ASBESTOS CEMENT WATER MAIN REMOVAL

		Principal	Associate Engineer	Project Engineer	Senior Designer	Construction Inspector	Admin Support	Subconsultant	Item Cost (Note Subconsultant fee is marked up 10%)	Task Cost
Task	Rate	\$190	\$180	\$120	\$110	\$95	\$70	--		
Task	Item	Hours					Fees			
1. Design	90% General Drawings		1		2				\$400.00	\$12,925.00
	90% Civil Drawings	1	4	12	36				\$6,310.00	
	90% Detail Drawings		0.5		1				\$200.00	
	90% Specifications		4	8					\$1,680.00	
	100% General Drawings		1		2				\$400.00	
	100% Civil Drawings	1	2	6	18				\$3,250.00	
	100% Detail Drawings				0.5				\$55.00	
	100% Specifications		1	2					\$420.00	
	100% Cost Estimate		0.5	1					\$210.00	
2. Bidding/Procurement Services	Prepare, Attend Pre-Bid Meeting and Agenda		2	4			2		\$980.00	\$2,570.00
	Issue Addenda		1	3			1		\$610.00	
	Prepare Bid Tab and Recommendation of Award		1	2					\$420.00	
	Assist with Contract Execution, NTP		1	2			2		\$560.00	
3. Engineering Services During Construction	Pre-Construction Meeting Agenda, Attend and Minutes	2	2	4		4			\$1,600.00	\$8,880.00
	Coordinate with Owner/Administer Construction Contract	1	3	4		4	1		\$1,660.00	
	Review Submittals (Assume 3)		0.5	1.5		3	1		\$625.00	
	Respond to RFIs (Assume 1)		1			1			\$275.00	
	Review Pay Requests (Assume 2)		0.5			2			\$280.00	
	Review CO Issues and Issue COs (Assume 1)		2			2			\$550.00	
	General Inspections Const. (4 hrs/week for 4 weeks)					16			\$1,520.00	
	Substantial Completion Inspection and Issue Punchlist		2	2		4			\$980.00	
	Monitor Punchlist Through Final Completion		2			2			\$550.00	
Contract Closeout Activities		2	4					\$840.00		
		5	34	55.5	59.5	38	7	\$0.00		
<b>Total Engineering Fee</b>									<b>\$24,375.00</b>	



# OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

OCTOBER 20, 2022

## 66 ACRE PROPERTY SALE

Please find attached a depiction of the possible split of the 66 acre parcel and the front 5 acre parcel.

The attached drawings depict the two “parent” tracts in current configuration.

Parent Parcel 1: current 65-acre parcel. Additionally, the top 1-acre parcel on the westside will be rejoined to the 65-acre parcel bringing the total acreage to 66 acres.

Parent Parcel 2: current 5-acre parcel containing the Ferrell house.

Proposed Parcel A: Proposed to become a 48 acre (with added 1 acre parcel) that will be sold to the highest bidder if approved by the OUA Board. One change prior to listing that still needs to happen is to take out 1 to 1 ½ acre parcel for the Okee-Tantie intermediate pump station.

Proposed Parcel B: Proposed to remain as OUA property.

Proposed Parcel C: Proposed SR 78 frontage (2.7 acres) for sale

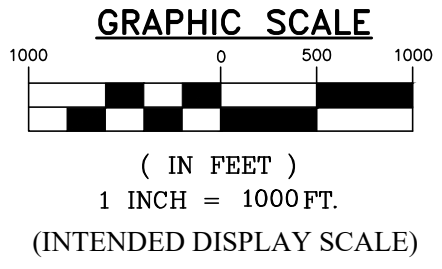
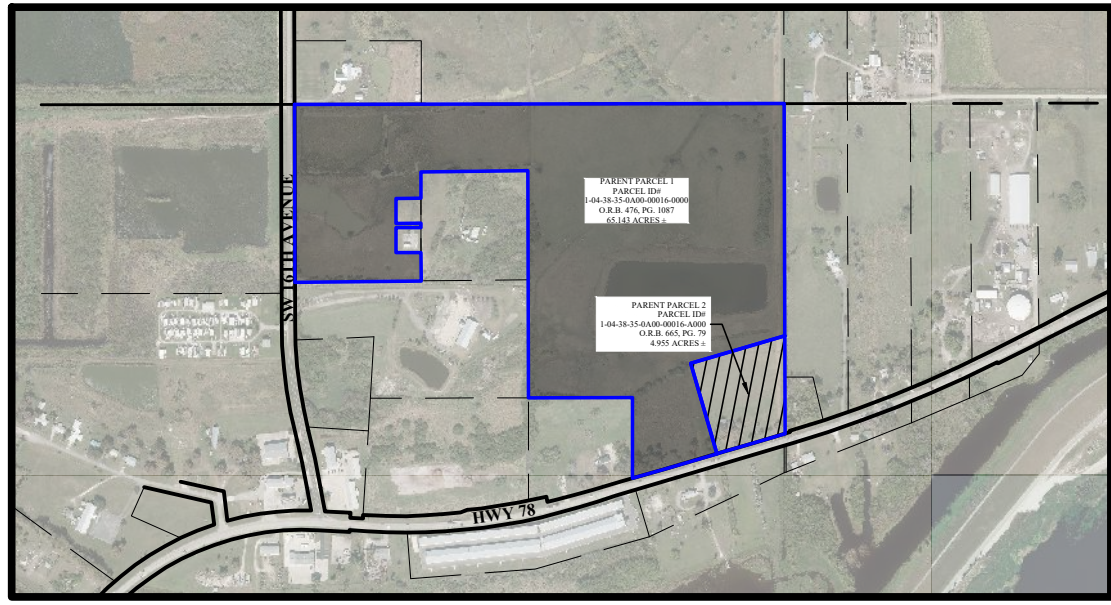
Proposed Parcel D: Proposed SR 78 frontage (4.1 acres) for sale

OUA staff request direction on:

- Are these proposed parcels acceptable for sale; and
- How will the parcels be sold? Two options exist, auction or listing with a real estate agent.

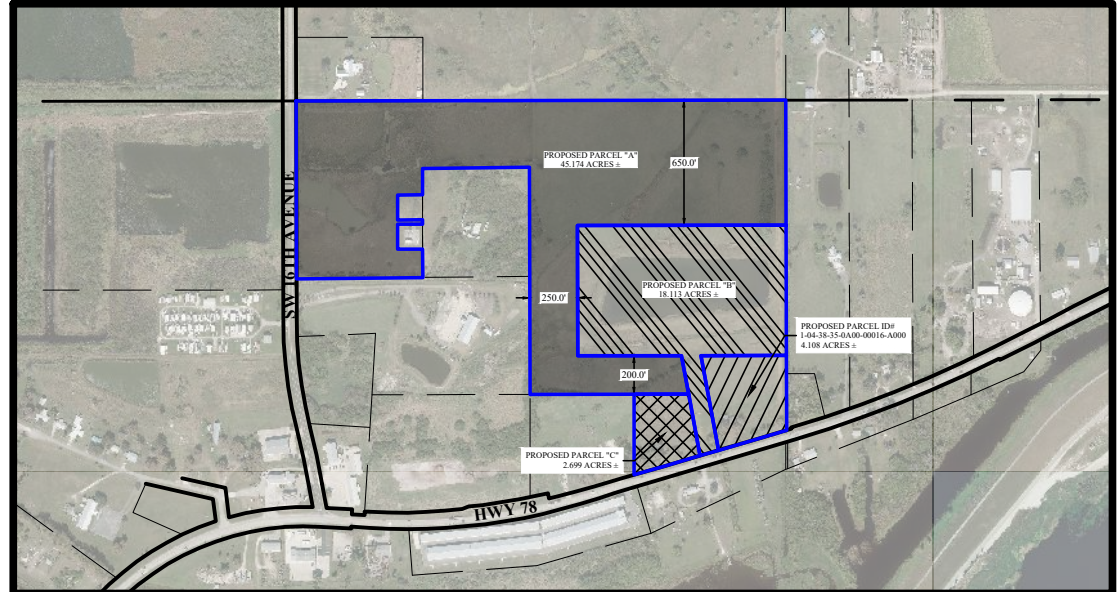
**SKETCH AND LEGAL DESCRIPTION  
(THIS IS NOT A SURVEY)  
O.U.A. PROPERTY REDISTRIBUTION**

**COVER  
EXISTING PARCELS**



- LEGEND:**
- P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - O.R.B. = OFFICIAL RECORDS BOOK
  - PG. = PAGE
  - R/W = RIGHT OF WAY
  - (C) = CALCULATED
  - (D) = DEED
  - S = SECTION OR SOUTH
  - T = TOWNSHIP
  - R = RANGE
  - F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

**PROPOSED REDISTRIBUTION & PARCEL SPLITS**



**SURVEYOR'S NOTES:**

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF THE SIGNING SURVEYOR.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
3. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

RICHARD E. BARNES III  
PROFESSIONAL SURVEYOR AND MAPPER NO. 7074  
STATE OF FLORIDA

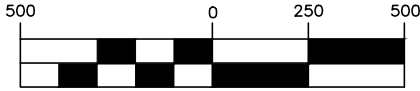
**BSM & ASSOCIATES**  
LAND SURVEYING SERVICES  
80 SE 31st Lane, Okeechobee, FL 34974  
ricky.barnes@bsmsurvey.com  
863.484.8324 LB 8155

<b>SKETCH AND LEGAL DESCRIPTION (THIS IS NOT A SURVEY) O.U.A. PROPERTY REDISTRIBUTION OKEECHOBEE COUNTY, FLORIDA</b>	SCALE: 1" = 1000'	PROJECT NO: 22-319	REVISION:
	DATE: 7/25/22	CAD FILE: 22-319	SHEET: 1 OF 13

**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION

**PARENT PARCEL 1 SKETCH**

**GRAPHIC SCALE**



( IN FEET )

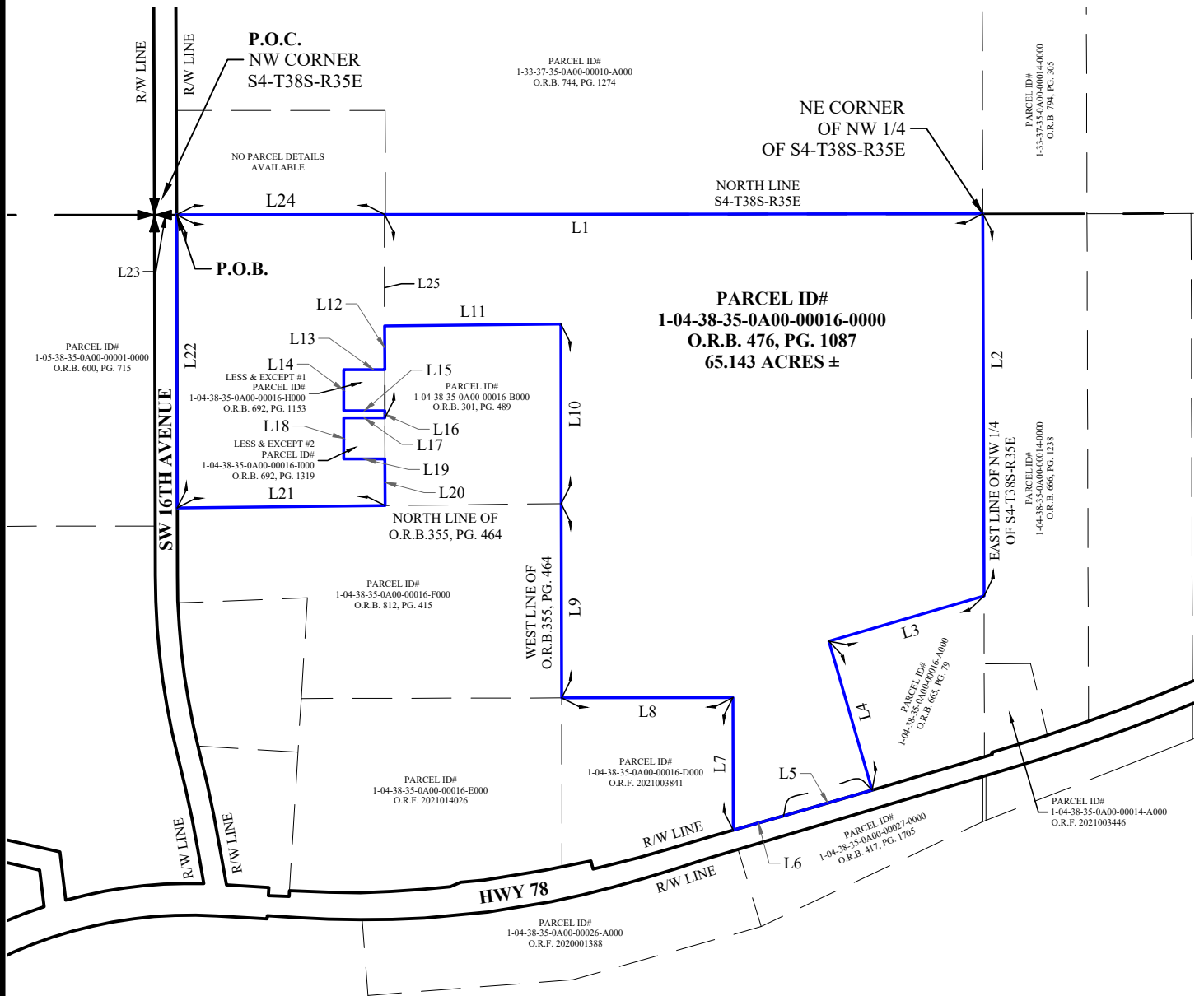
1 INCH = 500 FT.

(INTENDED DISPLAY SCALE)



LINE TABLE				
LINE #	(C) BEARING	(C) DISTANCE	(D) BEARING	(D) DISTANCE
L1	N89°55'20"E	2549.59'	N89°54'49"E	2549.59'
L2	S0°10'02"E	1208.81'	S0°10'09"E	1208.81'
L3	S73°46'12"W	511.19'	S73°46'05"W	511.19'
L4	S16°13'52"E	490.49'	S16°13'59"E	495.84'
L5	S73°46'02"W	292.02'	S73°20'07"W	461.92'
L6	S74°09'59"W	164.77'	—	—
L7	N0°07'55"W	418.96'	N00°07'22"W	417.98'
L8	S89°52'05"W	542.00'	S89°52'38"W	542.00'
L9	N0°07'55"W	614.40'	N00°07'22"W	614.08'
L10	N0°07'14"W	567.95'	N00°06'54"E	567.95'
L11	S89°24'01"W	556.93'	S89°37'44"W	556.93'
L12	S0°07'14"E	137.95'	S00°06'54"W	567.95'
L13	S89°52'46"W	130.00'	—	—

LINE TABLE				
LINE #	(C) BEARING	(C) DISTANCE	(D) BEARING	(D) DISTANCE
L14	S0°07'14"E	130.00'	—	—
L15	N89°52'46"E	130.00'	—	—
L16	S0°07'14"E	22.39'	—	—
L17	S89°52'46"W	130.00'	—	—
L18	S0°07'14"E	130.00'	—	—
L19	N89°52'46"E	130.00'	—	—
L20	S0°07'14"E	147.72'	—	—
L21	S89°23'20"W	657.31'	S89°23'55"W	652.82'
L22	N0°07'14"W	926.58'	N00°07'22"W	927.01'
L23	N89°55'20"E	70.00'	N89°54'49"E	70.00'
L24	N89°55'20"E	657.28'	N89°54'49"E	659.17'
L25	S0°07'14"E	642.74'	N89°54'49"E	362.15'/290.34'



**BSM & ASSOCIATES**  
 LAND SURVEYING SERVICES  
 80 SE 31st Lane, Okeechobee, FL 34974  
 ricky.barnes@bsmsurvey.com  
 863.484.8324 LB 8155

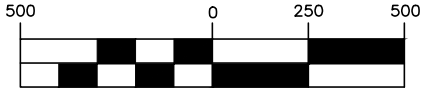
**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION  
 OKEECHOBEE COUNTY, FLORIDA

SCALE: 1" = 500'	PROJECT NO: 22-319	REVISION:
DATE: 7/25/22	CAD FILE: 22-319	SHEET: 3 OF 13

**SKETCH AND LEGAL DESCRIPTION**  
**DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
**O.U.A. PROPERTY REDISTRIBUTION**

**PARENT PARCEL 2**  
**SKETCH**

**GRAPHIC SCALE**



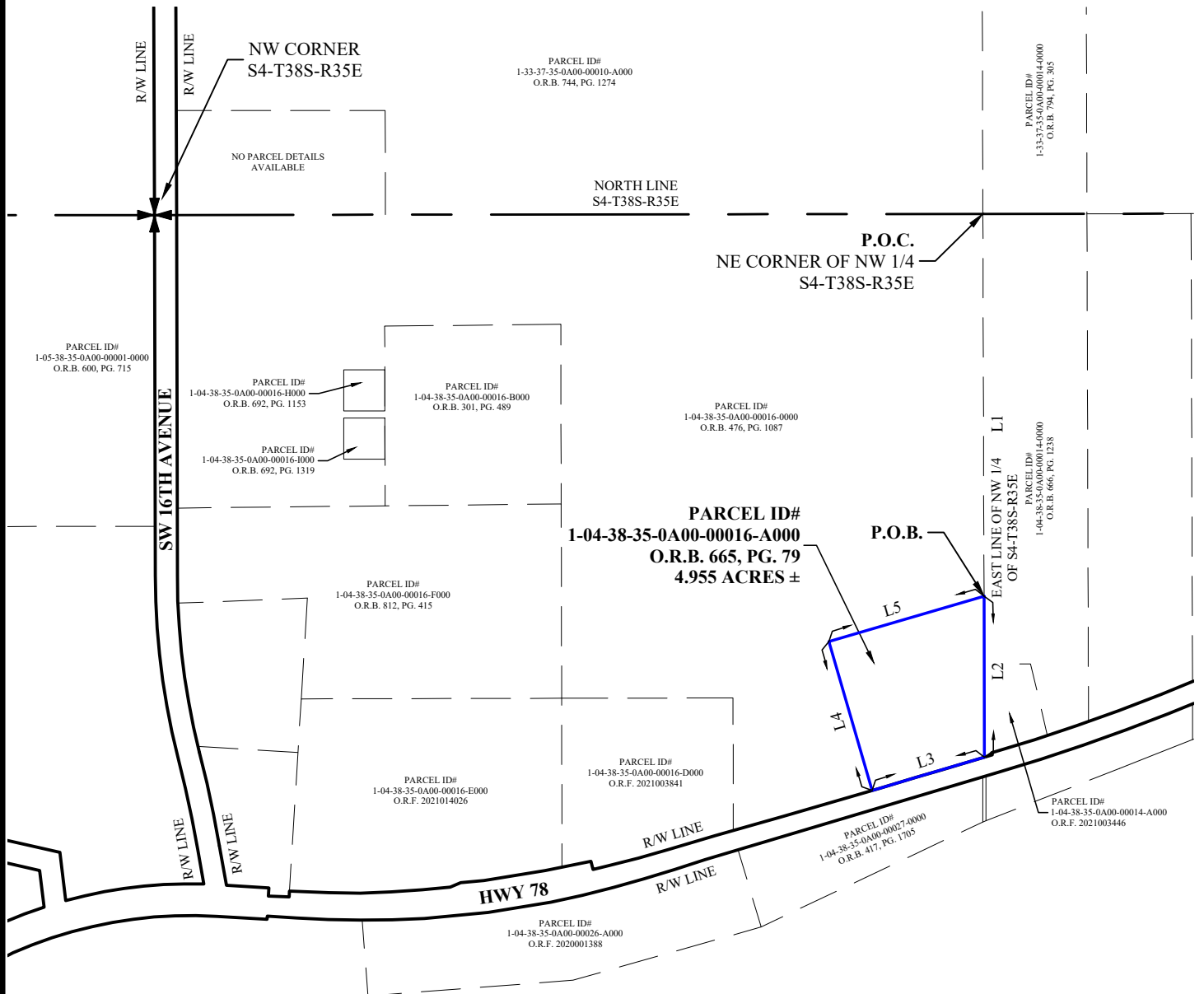
( IN FEET )

1 INCH = 500 FT.

(INTENDED DISPLAY SCALE)



LINE TABLE				
LINE #	(C) BEARING	(C) DISTANCE	(D) BEARING	(D) DISTANCE
L1	S0°10'02"E	1208.81'	S00°07'17"E	1196.50'
L2	S0°10'02"E	509.17'	S00°07'17"E	518.21'
L3	S73°35'06"W	370.30'	S73°29'33"W	365.00'
L4	N16°13'52"W	490.49'	N16°30'27"W	497.16'
L5	N73°46'12"E	511.19'	N73°29'33"E	511.19'



**BSM**  
**& ASSOCIATES**  
 LAND SURVEYING SERVICES

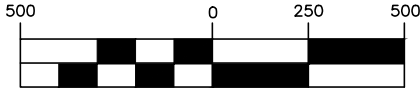
90 SE 31st Lane, Okeechobee, FL 34974  
 ricky.barnes@bsmsurvey.com  
 863.484.8324 LB 8155

**SKETCH AND LEGAL DESCRIPTION**  
**DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
**O.U.A. PROPERTY REDISTRIBUTION**  
**OKEECHOBEE COUNTY, FLORIDA**

SCALE: 1" = 500'	PROJECT NO: 22-319	REVISION:
DATE: 7/25/22	CAD FILE: 22-319	SHEET: 5 OF 13

**SKETCH AND LEGAL DESCRIPTION**  
**DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
**O.U.A. PROPERTY REDISTRIBUTION**

**GRAPHIC SCALE**



( IN FEET )

1 INCH = 500 FT.

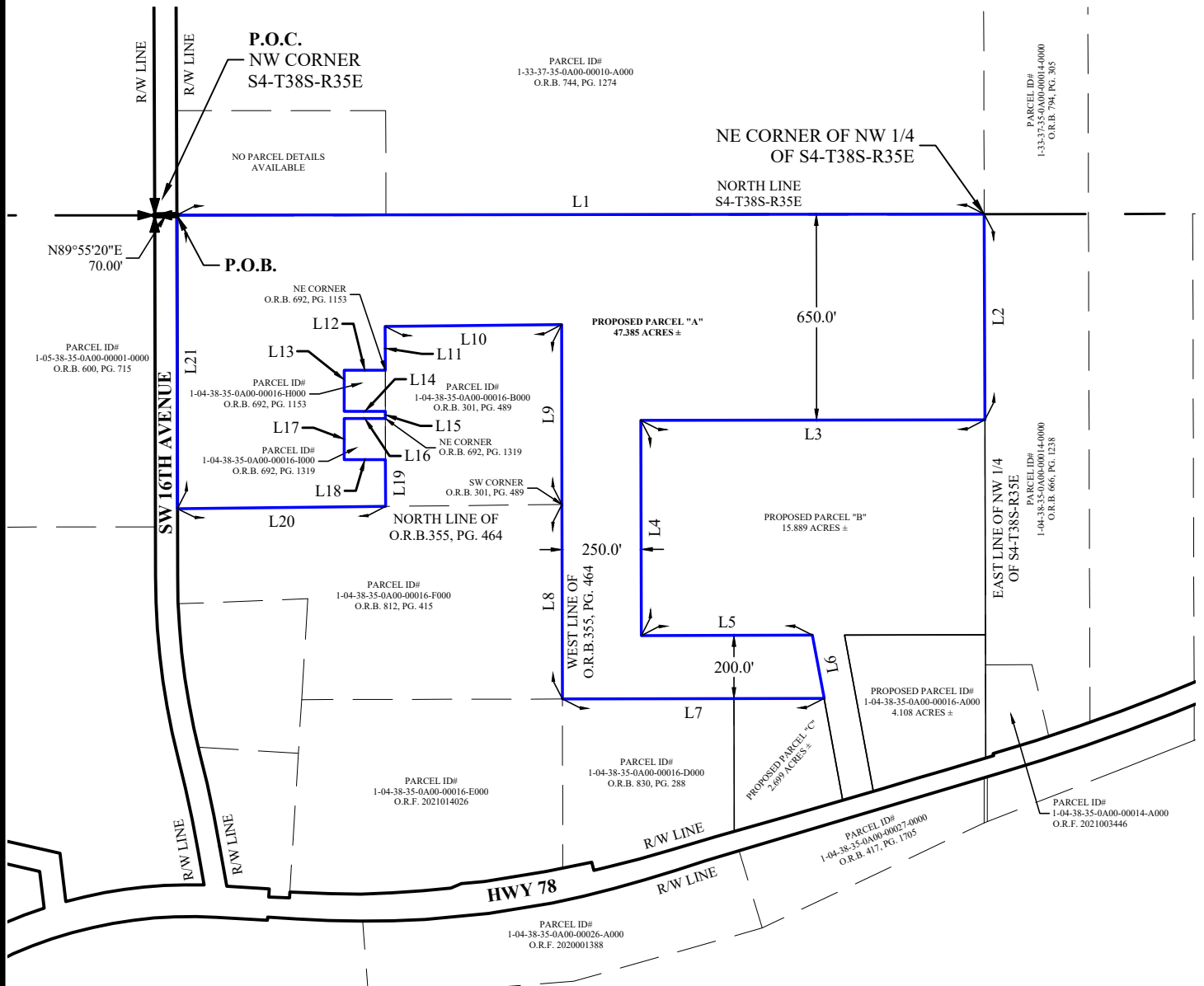
(INTENDED DISPLAY SCALE)

**PROPOSED PARCEL "A"**  
**SKETCH**



LINE TABLE		
LINE #	(C) BEARING	(C) DISTANCE
L1	N89°55'20"E	2549.59'
L2	S00°10'02"E	650.00'
L3	S89°55'20"W	1085.98'
L4	S00°07'55"E	679.45'
L5	N89°52'05"E	540.14'
L6	S10°24'15"E	203.26'
L7	S89°52'05"W	826.39'
L8	N00°07'55"W	614.40'
L9	N00°07'14"W	567.95'
L10	S89°24'01"W	556.93'
L11	S00°07'14"E	137.95'
L12	S89°52'46"W	130.00'

LINE TABLE		
LINE #	(C) BEARING	(C) DISTANCE
L13	S00°07'14"E	130.00'
L14	N89°52'46"E	130.00'
L15	S00°07'14"E	22.39'
L16	S89°52'46"W	130.00'
L17	S00°07'14"E	130.00'
L18	N89°52'46"E	130.00'
L19	S00°07'14"E	147.72'
L20	S89°23'20"W	657.31'
L21	N00°07'14"W	926.58'



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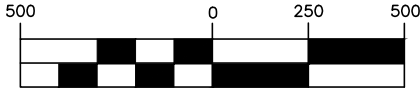
**SKETCH AND LEGAL DESCRIPTION**  
**DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
**O.U.A. PROPERTY REDISTRIBUTION**  
**OKEECHOBEE COUNTY, FLORIDA**

SCALE: 1" = 500'	PROJECT NO: 22-319	REVISION:
DATE: 7/25/22	CAD FILE: 22-319	SHEET: 7 OF 13

**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION

**PROPOSED PARCEL "B"**  
**SKETCH**

**GRAPHIC SCALE**

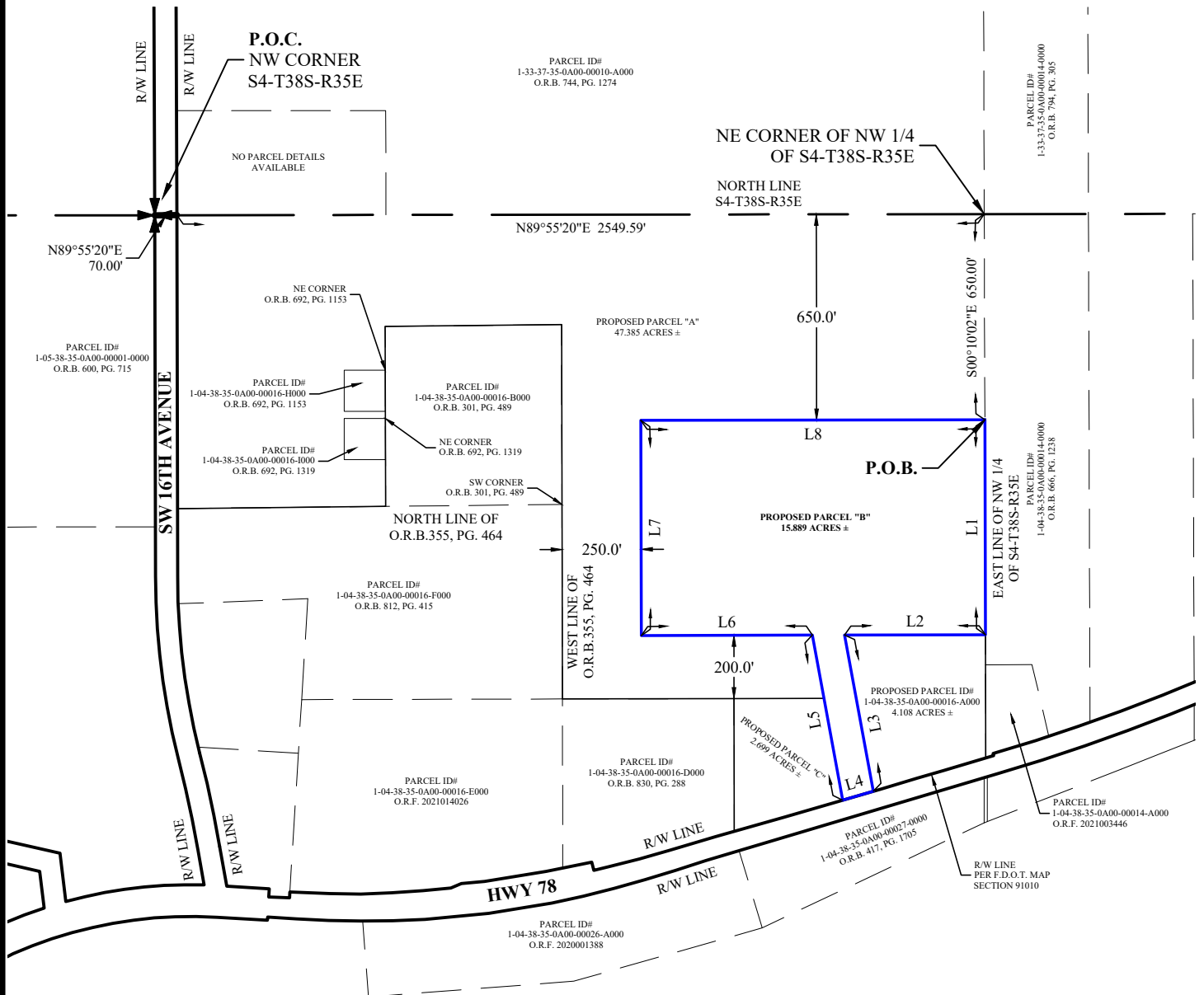


( IN FEET )  
 1 INCH = 500 FT.

(INTENDED DISPLAY SCALE)



LINE TABLE		
LINE #	(C) BEARING	(C) DISTANCE
L1	S00°10'02"E	678.42'
L2	S89°52'05"W	444.62'
L3	S10°24'15"E	501.42'
L4	S73°46'02"W	100.52'
L5	N10°24'15"W	529.75'
L6	S89°52'05"W	540.14'
L7	N00°07'55"W	679.45'
L8	N89°55'20"E	1085.98'



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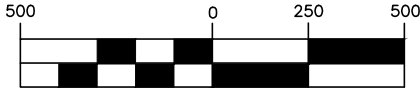
**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION  
 OKEECHOBEE COUNTY, FLORIDA

SCALE: 1" = 500'	PROJECT NO: 22-319	REVISION:
DATE: 7/25/22	CAD FILE: 22-319	SHEET: 9 OF 13

**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION

**PROPOSED PARCEL "C"**  
**SKETCH**

**GRAPHIC SCALE**

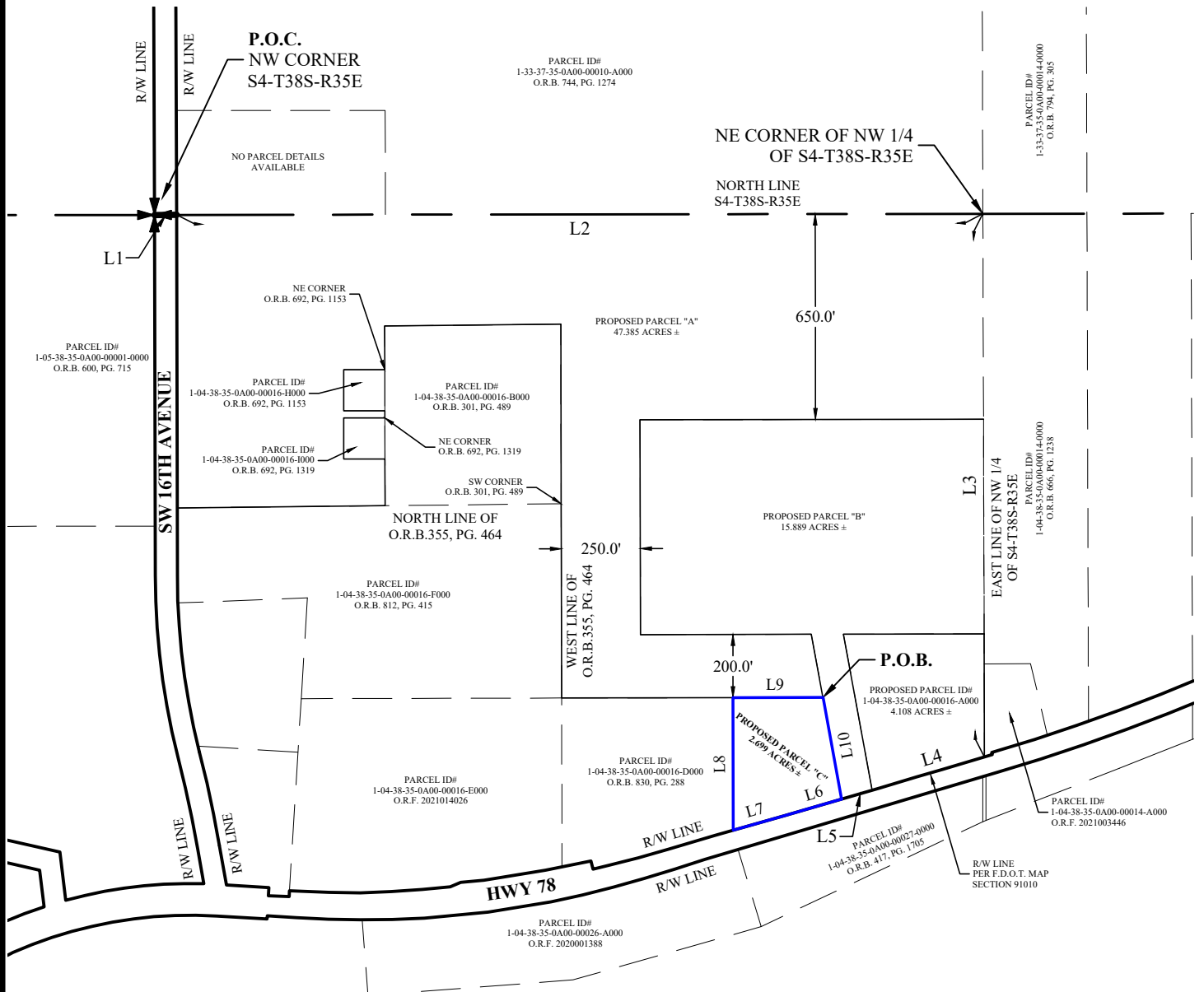


( IN FEET )  
 1 INCH = 500 FT.

(INTENDED DISPLAY SCALE)



LINE TABLE		
LINE #	(C) BEARING	(C) DISTANCE
L1	N89°55'20"E	70.00'
L2	N89°55'20"E	2549.59'
L3	S00°10'02"E	1717.98'
L4	S73°34'19"W	345.31'
L5	S73°46'02"W	125.51'
L6	S73°46'02"W	191.50'
L7	S74°09'59"W	164.77'
L8	N00°07'55"W	418.96'
L9	N89°52'05"E	284.39'
L10	S10°24'15"E	326.49'



**BSM & ASSOCIATES**  
 LAND SURVEYING SERVICES

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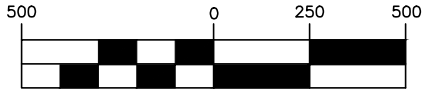
**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION  
 OKEECHOBEE COUNTY, FLORIDA

SCALE: 1" = 500'	PROJECT NO: 22-319	REVISION:
DATE: 7/25/22	CAD FILE: 22-319	SHEET: 11 OF 13

**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION

**PROPOSED PARCEL**  
**ID# 1-04-38-35-0A00-00016-A000**  
**SKETCH**

**GRAPHIC SCALE**

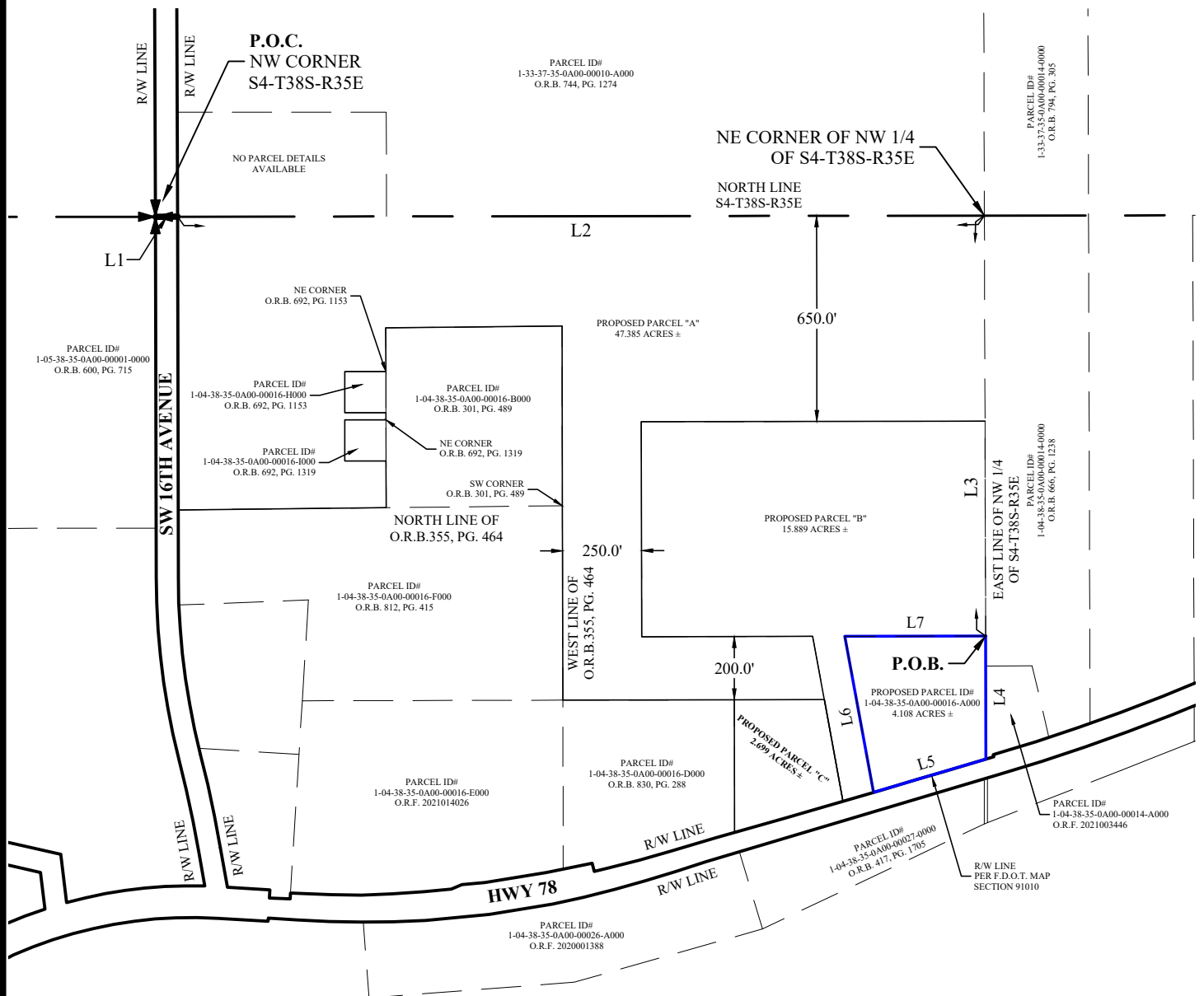


( IN FEET )  
 1 INCH = 500 FT.

(INTENDED DISPLAY SCALE)



LINE TABLE		
LINE #	(C) BEARING	(C) DISTANCE
L1	N89°55'20"E	70.00'
L2	N89°55'20"E	2549.59'
L3	S00°10'02"E	1328.42'
L4	S00°10'02"E	389.56'
L5	S73°35'06"W	370.30'
L6	N10°24'15"W	501.42'
L7	N89°52'05"E	444.62'



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**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
 O.U.A. PROPERTY REDISTRIBUTION  
 OKEECHOBEE COUNTY, FLORIDA

SCALE: 1" = 500'	PROJECT NO: 22-319	REVISION:
DATE: 7/25/22	CAD FILE: 22-319	SHEET: 13 OF 13



# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 23

OCTOBER 20, 2022

### SEACOAST BANK BUILDING PURCHASE

The OUA scheduled an appraisal from S. F. Holden, Inc. out of Palm Beach Gardens. Please see attached full report.



As noted in the executive summary, the market value of the fee simple interest in the property is \$707,000. The Okeechobee County Property Appraiser has the property assessed at \$461,542 while Seacoast Bank has the property listed for sale at \$915,000.

As a building comparison, the current OUA building was initially built in 1915 (per Property Appraiser), has been added on several times bringing the inside total square footage to 5,899 square feet. In Attachment A, the highlighted areas represent building square footage that cannot be used due being inside walls or protective encasement around each of the three safes. The building is in need of refurbishment.

The Seacoast building was built in 1992 with a total inside square footage of 4,964 square feet. Most, if not all, is useable floor space. To move in, the former bank floor space needs some remodeling for OUA customer space and a portion of another area needs to be remodeled in to the OUA Board room.

OUA staff request Board direction.

**A RESTRICTED APPRAISAL OF  
THE SEACOAST NATIONAL BANK BUILDING**

**LOCATED AT  
1835 HIGHWAY 441 SE  
OKEECHOBEE, FL 34974**

**PREPARED FOR  
OKEECHOBEE UTILITY AUTHORITY  
100 SW 5<sup>TH</sup> AVENUE  
OKEECHOBEE, FL 34974**

**AS OF  
SEPTEMBER 7, 2022**

**APPRAISERS**

**PHILIP M. HOLDEN, MAI  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1666  
AND  
SHARON L. MORGAN  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ626**

**S. F. HOLDEN, INC.  
8259 NORTH MILITARY TRAIL, SUITE 10  
PALM BEACH GARDENS, FLORIDA 33410**

**JOB NO. 3411**



**REAL ESTATE APPRAISERS AND CONSULTANTS**

Licensed Real Estate Broker

---

Square Lake Centre, Suite 10 8259 North Military Trail Palm Beach Gardens, Florida 33410-6352  
(561) 626-2004 Fax (561) 622-7631

September 30, 2022

Email: [jhayford@ouafi.com](mailto:jhayford@ouafi.com)

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

Re: A restricted appraisal of the Seacoast National Bank building located at 1835 Highway 441 SE, Okeechobee, Florida

Dear Mr. Hayford:

As requested, we have investigated and analyzed the referenced property for the purpose of establishing the market value of the property as of September 7, 2022, the date of our inspection. The intended use of this assignment is to provide you with consulting for possible purchase of the subject by the Okeechobee Utility Authority (OUA). You, as a representative of the Okeechobee Utility Authority, are the client and intended user of this report, with the intended user solely the client named in this report. This appraisal has been prepared for the use and benefit of only you, our client. The intended use of this appraisal is for the possible purchase of the subject property and the appraisal should not be used or relied on for any other purpose. No other users are intended or presumed, and no other party should use or rely on the appraisal or any content in this report for any purpose and we have no responsibility to others who may use this report.

This is a restricted appraisal report which contains only a brief description of the property appraised and pertinent information, as required under the Uniform Standards of Professional Appraisal Practice (USPAP). The use of this report is restricted to you, our client, and although the appraisal is complete, there is only limited descriptive information included with all supporting data retained in our work file, but since you are familiar with the real estate, this type of report was requested. This report may not be understood properly without the additional information from our work file and may not contain rationale for all of the opinions and conclusions set forth in the report.

This letter of transmittal must remain attached to this report in order for the opinions set forth to be considered valid.

John F. Hayford, P.E.  
Executive Director  
Okeechobee Utility Authority  
September 30, 2022  
Page Two

Based upon our investigation, and subject to the assumptions and limiting conditions set forth herein, it is our opinion that the market value of the fee simple interest in the subject property as of September 7, 2022, was as follows:

**SEVEN HUNDRED SEVEN THOUSAND DOLLARS**  
**\$707,000**

The value opinions are qualified by certificates, certain definitions, general underlying assumptions and limiting conditions, which are set forth on Pages 3 through 11 of this report. We particularly call your attention to the following Extraordinary Assumption:

1. Per our client's instructions, at this time we have disregarded the short term lease on a portion of the building and the potential for continued use of the ATM machine by the current owner.

Note: The use of the preceding extraordinary assumptions might have affected the assignment results. This statement is required under USPAP.

This restricted appraisal was prepared for a professional fee billed to you, our client, for possible acquisition of the subject property. It is intended for your use only and may not be relied upon for any other use or distributed to another unintended user without permission.

Any use of or reliance on the appraisal by any party, regardless of whether such use or reliance is authorized or known by appraiser, constitutes acceptance of all appraisal statements, limiting conditions, assumptions, and all other terms and conditions stated in this appraisal report.

Thank you for the opportunity to be of service in this assignment.

Respectfully submitted,  
S. F. HOLDEN, INC.



Philip M. Holden, MAI  
State-Certified General Real Estate Appraiser RZ1666



Sharon L. Morgan  
State-Certified General Real Estate Appraiser RZ626

## SUBJECT PHOTOS

Looking  
southwesterly  
across SE 18<sup>th</sup>  
Terrace at the  
subject.



Looking easterly  
along Highway  
441 SE. Subject at  
left of photo.



## SUBJECT PHOTOS

**View of southern portion of subject building from south boundary.**



**View of eastern portion of subject building.**



## SUBJECT PHOTOS

View of north end  
of subject  
building from  
parking lot.



View of rear of  
subject building  
from drive-thru  
area.



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**ADDENDA**

Legal Description  
Qualifications



## **GENERAL INFORMATION**

## GENERAL INFORMATION

### Client, Intended User and Intended Use

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

Based upon information provided by our client, it is our understanding that the intended use of this analysis is for consideration in purchasing the property.

### Scope of Work Used to Develop the Appraisal

As State-Certified General Real Estate Appraisers, our expertise is in commercial real estate including all types of improved properties such as office buildings retail buildings, shopping centers, apartment projects, residential subdivisions, etc.

Standard Rule 1 of the USPAP 2020-2023 Edition sets forth the requirements for developing a real property appraisal as follows:

“In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the *scope of work* necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible appraisal. Scope of work includes, but is not limited to, the following:

- The extent to which the property is identified;
- The extent to which tangible property is inspected;
- The type and extent of data researched; and
- The type and extent of analyses applied to arrive at opinions or conclusions.”

The subject of this appraisal is a branch bank facility on a 1.419-acre site owned by Seacoast National Bank located at 1835 Highway 441 SE, in unincorporated Okeechobee County, Florida. Our assignment is to appraise the property based on the fee simple interest held and report our findings in a restricted or abbreviated format. This format was requested as you and your client are familiar with the property and area. The first step involved in defining the appraisal problem is to identify the following assignment elements:

## GENERAL INFORMATION

### Scope of Work Used to Develop the Appraisal

- Client and any other intended users;
- Intended use of the appraiser's opinions and conclusions;
- Type and definition of value;
- Effective date of the appraiser's opinions and conclusions;
- Subject of the assignment and its relevant characteristics; and
- Assignment conditions.

The appraiser's Scope of Work involves designing a plan of investigation and analysis that leads to a valuation that answers the client's reason for and intended use of the appraisal. The following tasks were undertaken in order to estimate the value of the subject property.

- We analyzed the physical and economic characteristics of the property and neighborhood, and considered the zoning and land use potential of the subject property.
- Highest and best use of the subject was estimated, considering legally permissible, physically possible, financially feasible and maximally productive uses. We researched numerous data sources, public records and company files. We analyzed the various characteristics and real property interests of the subject and neighborhood in order to estimate the highest and best use of this improved property.
- We considered all three approaches to value as methods of valuation, with only the sales comparison approach applicable to the valuation of the subject. The cost approach is typically used in the valuation of properties with new or reasonably new improvements, which is not the case with the subject, so it was not utilized. The sales comparison approach was employed as an ample number of improved sales of reasonably comparable properties was available. It was also utilized to estimate land value. The subject was originally constructed as a branch bank facility which is typically an owner/user type property. However, it is no longer used for that purpose and a portion of the building is currently leased for office space. The remaining space is used by the owner for storage. In this instance, we have utilized the income approach as a check against the sales comparison approach and not as a standalone approach in this appraisal.
- We made an investigation of the available data in the area and sought to confirm improved and vacant sales considered for this analysis. All sales used in the analysis are shown on the summary sheets included in the valuation section of this report, along with location maps. We obtained rental and expense data, as well as overall rates from the market. Detailed information has been retained in our files.

## GENERAL INFORMATION

### Scope of Work Used to Develop the Appraisal

- In order to investigate general market conditions, we contacted a variety of sources including real estate brokers, and buyers and sellers. Sources used included Okeechobee County Property Appraiser & Court records, Mapwise, CoStar and LoopNet.

### Definitions

FEE SIMPLE ESTATE is defined as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>1</sup>

MARKET VALUE is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>2</sup>

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<sup>1</sup> *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> Edition (Chicago: Appraisal Institute, 2022).

<sup>2</sup> *The Federal Register / Vol. 75, No. 237 / Friday, December 10, 2010 / Notices, Interagency Appraisal and Evaluation Guidelines, Page 77472.*

## GENERAL INFORMATION

### Definitions

EXPOSURE TIME is defined as follows:

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.<sup>3</sup>

Based on our knowledge of current market conditions, we have estimated the reasonable exposure time, or the estimated length of time properties similar to the subject would have been offered on the market prior to the date of this appraisal, at 12-18 months. The estimate was based on data analyzed and typical marketing time for properties as similar as possible to the subject parcel that have sold in recent years.

HIGHEST AND BEST USE may be defined as:

"The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, and financially feasible and that results in the highest value."

The four criteria the highest and best use must meet are legally permissible, physically possible, financially feasible, and maximally productive.

1. Legally Permissible: Uses that would conform to the land's current zoning classification and local building codes along with any other relevant regulatory or contractual restrictions on land use.
2. Physically Possible: Uses that are not unworkable due to some limiting physical characteristic of the land such as inadequate site size, odd shape, irregular topography, or poor soil quality.
3. Financially Feasible: The test of financial feasibility narrows the number of legally permissible and physically possible uses down further through analysis of the economic characteristics of the potential alternative uses.
4. Maximally Productive: The remaining options are candidates for the test of maximum productivity, which is the final-and deciding- criteria for the highest and best use of both the land as though vacant and the property as improved.

---

<sup>3</sup> USPAP 2020-23 Edition, ©The Appraisal Foundation.

## GENERAL INFORMATION

### Definitions

#### HIGHEST AND BEST USE

The concept of highest and best use of property as improved pertains to the use that should be made of an improved property in light of the existing improvements and the ideal improvement described at the conclusion of the analysis of highest and best use as though vacant. In market value appraisals of improved property, appraisers consider a number of alternative uses of the existing improvements:

- Demolish the existing improvements and redevelop the site.
- Convert, renovate, or alter the existing improvements to enhance the current use or change the use of the property to a more productive use.
- Retain the existing improvements and continue the current use. The existing improvements represent an interim use that helps defray the cost of carrying the property and demolition costs until all approvals have been obtained and actual construction may begin.<sup>4</sup>

#### SALES COMPARISON APPROACH

To apply the sales comparison approach, appraisers follow a systemic procedure:

1. Research the competitive market for information on properties that are similar to the property being appraised and that have been sold recently, or were listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the properties such as buyer and seller motivations, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.

---

<sup>4</sup> *The Appraisal of Real Estate*, 14th ed. Chicago: Appraisal Institute, 2013, pp. 333-345.

## GENERAL INFORMATION

### Definitions

#### SALES COMPARISON APPROACH

3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit, price per lot or proposed lot, price per room) and develop a comparative analysis for each unit. The goal is to define and identify a unit of comparison that explains or mirrors market behavior.
4. Look for differences between the comparables being considered and the subject property using all the appropriate elements of comparison. Then adjust the price of each comparable, reflecting how it differs to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, an appraiser should be concerned about comparability and the wisdom of relying on that comparable as a basis for comparison.
5. Reconcile the various value indications produced from the analysis of comparables into a value indication from the sales comparison approach. A value can be expressed as a single point estimate, as a range of values, or in terms of relationship (e.g., more or less than a given amount).<sup>5</sup>

#### INCOME CAPITALIZATION APPROACH

The basic steps in the income capitalization approach are listed below.

1. Research the income and expense data for the subject property and comparables.
2. Estimate the potential gross income of the property by adding the rental income and any other potential income.
3. Estimate the vacancy and collection loss.
4. Subtract vacancy and collection loss from total potential gross income to arrive at the effective gross income of the subject property.
5. Estimate the total operating expenses for the subject by adding fixed expenses, variable expenses, and a replacement allowance (where applicable).

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<sup>5</sup> *The Appraisal of Real Estate*, 15<sup>th</sup> ed. (Chicago: Appraisal Institute, 2020), Page 355.

## GENERAL INFORMATION

### Definitions

#### INCOME CAPITALIZATION APPROACH

6. Subtract the estimate of total operating expenses from the estimate of effective gross income to arrive at net operating income. (Deductions for capital items may also be necessary at various points in time through the projection period to calculate the cash flow used in discounted cash flow analysis.)
7. Apply one of the direct or yield capitalization techniques to this data to generate an estimate of value via the income capitalization approach.

Some capitalization techniques involve the use of a potential gross income multiplier or effective gross income multiplier. In those cases, the appraiser does not work down to the net operating income but stops at effective gross income.<sup>6</sup>

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<sup>6</sup> *The Appraisal of Real Estate*, 14<sup>th</sup> ed. (Chicago: Appraisal Institute, 2013), Pages 460-461.



## PROPERTY DESCRIPTION



Property Description	The subject property consists of a former branch bank facility with asphalt paved parking, lighting, signage and landscaping.
Property Location	Northwest corner of Highway 441 SE (SR 15) and SE 18 <sup>th</sup> Terrace, in unincorporated Okeechobee County. Street address is 1835 Highway 441 SE, Okeechobee, FL 34974.
Access	Access is available from SW 18 <sup>th</sup> Terrace, a two-lane paved road extending north to south along the east boundary.
Owner of Record	Seacoast National Bank 815 Colorado Avenue Stuart, FL 34994
Ownership History	The subject was acquired by the present owner as undeveloped land in October 1991 from Coker Cattle Corporation for \$125,000, recorded in OR Book 327, Page 964. Title was subsequently transferred to Seacoast National Bank by Certificate of Corporate Name Change when it acquired First National Bank and Trust of the Treasure Coast. A parcel was sold off this original land purchase.

**PROPERTY DESCRIPTION**

	<p>Currently 3,525 square feet of the subject are under a short term lease with the Florida Department of Agriculture and Consumer Services. The lease terminates 11/30/23 and the rental rate is will increase from \$5,863.25 per month to \$5,948.44 per month on 12/02/22. The rental basis is full service. We have been instructed by our client to disregard this lease and, therefore, have not considered it in our valuation of the subject (see extraordinary assumptions).</p>	
Okeechobee County PCN	1-35-37-35-0A00-00005-A000	
Legal Description	See Addenda	
2022* Assessment/Taxes *Preliminary	Market Land Value	\$119,630
	Agricultural Land Value	\$0
	Building Value	\$230,831
	Extra Feature Value	\$111,081
	Just (Market) Value	\$461,542
	Taxable Value (school)	\$461,542
	Proposed 2022 Taxes*	\$7,868.57
	*Includes Non-Ad Valorem Taxes of \$1,422	
	The 2021 taxes are paid.	
Land Size	1.419 acres; 61,812 square feet	
Building Improvements	<p>The subject is improved with a former branch bank facility consisting of a one-story CBS building with vinyl siding and metal roof, attached 2-lane drive-thru, detached ATM aisle, parking lot, lighting and signage. The original portion of the building (1,221 square feet) was constructed in 1992 and the easterly addition (3,743 square feet) was completed in 1997. The easterly portion has 3 separate entrances and could easily be divided into 3 individual spaces as there are 3 restrooms strategically placed for subdivision of the space. At present this portion of the building is occupied and used as office space. There is a covered porch across the front of the building and a drive-thru canopy at the west end of the building. Note the bank equipment for the drive through has been removed.</p>	

## PROPERTY DESCRIPTION

The interior has commercial grade carpeting, some ceramic tile and vinyl flooring, drop acoustic ceilings with fluorescent light fixtures. Total of 5 restrooms, full kitchen/lounge area, storage and equipment rooms, offices and meeting rooms. The building improvements are of average quality and in average condition for their age. Several items of deferred maintenance were noted during our inspection.



**PROPERTY DESCRIPTION**



**PROPERTY DESCRIPTION**



## PROPERTY DESCRIPTION



### Site Improvements

Site improvements include asphalt drives and parking areas, curbing, sidewalks, landscaping, irrigation, lighting and signage. The site improvements on the subject are of average quality and in average condition for their age.

### Zoning/FLUP

The subject is zoned C, Commercial, with a land use designation of Commercial Corridor Mixed Use, both by Okeechobee County. The present use of the subject is consistent with both the zoning and land use designations.

### Easements, Encroachments and Encumbrances

To the best of our knowledge, there are no easements, encroachments or encumbrances that significantly affect the subject, but no title work or survey were available with this assignment.

### Present Use

Former branch bank facility currently used as office and storage.

### Highest and Best Use

As vacant: Commercial development  
As improved: Branch bank or commercial office facility with potential for division into a maximum of four individual office spaces.

### Interest Appraised

Fee simple estate, disregarding the short term lease presently in place (see extraordinary assumptions).

**PROPERTY DESCRIPTION**

Dates	Inspection	September 7, 2022
	Value	September 7, 2022
	Report	September 30, 2022
Market Value Conclusion	\$707,000	
Extraordinary Assumption	1. Per our client's instructions, at this time we have disregarded the short term lease on a portion of the building and the potential for continued use of the ATM machine by the current owner.	
	Note: The use of the preceding Extraordinary Assumption might have affected the assignment results. This statement is required under USPAP.	
Appraisers	Philip M. Holden, MAI State-Certified General Real Estate Appraiser RZ 1666	
	Sharon L. Morgan State-Certified General Real Estate Appraiser RZ626	

## **ANALYSIS AND CONCLUSIONS**



## SALES COMPARISON APPROACH

In order to value the subject by this approach, a search was made for sales of commercial buildings in the general vicinity of the subject. An ample amount data was found and the transactions were analyzed utilizing several different units of comparison including the price per square foot of building including land and the price per square foot of building excluding land. The building area utilized in this analysis includes enclosed area only. The price per square foot of building excluding land basis was deemed to provide the highest correlation among the sales, as it eliminates the need to adjust for location, site size and land-to-building ratio. It is calculated by deducting the respective land value of the sale from the gross sale price resulting in an allocation of the sale price relating to the building alone stated in a price per square foot of building area. From the data we will reconcile a conclusion on a per square foot basis for application to the subject. Next the land value applicable the subject will be estimated and added to the allocated building value resulting in a market value estimate for the subject property by the sales comparison approach.

The relative comparability of each improved sale considered in arriving at an estimate of value for the subject is by use of a qualitative analysis<sup>7</sup> which ascribes a quality factor of similar, superior, or inferior for each sale characteristic. If the characteristic of the sale is similar to the subject, no consideration is given and it is neutral. An inferior characteristic would require a positive adjustment to be made to the sale to make it similar to the subject, if dollar adjustments were used. Conversely, a superior characteristic would require negative consideration. When correlating the final overall rating of a comparable to the subject property, the appraiser has taken into consideration the magnitude that the respective superior and inferior ranked characteristics has on the total comparability of the sale. That is to say, a sale's qualitative ranking for a specific category (superior or inferior) may not necessarily be offset by other opposing rankings. The final rating of a sale will be judged on its overall comparability to the subject property.

This adjustment process is the customary method used for this class of property. Each sale was analyzed and compared to the subject using several different units of comparison. The price per square foot of building excluding land basis was deemed to provide the highest correlation among the sales and was relied upon in this analysis. The sales were analyzed with regard to the following qualities:

**Interest Conveyed:** All of the sales transferred in fee simple and required no adjustment when compared to the subject.

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<sup>7</sup> Qualitative Analysis is defined as: "The process of accounting for differences (such as between comparable properties and the subject property) that are not quantified; may be combined with quantitative techniques." *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022).

## SALES COMPARISON APPROACH

**Conditions of Sale:** Adjustments under this category reflect atypical motivations of the buyer and/or seller. If the sale reflects unusual situations, an appropriate adjustment must be made for motivation, or conditions of sale. All of the sales were arm's length open market transactions and similar for this category.

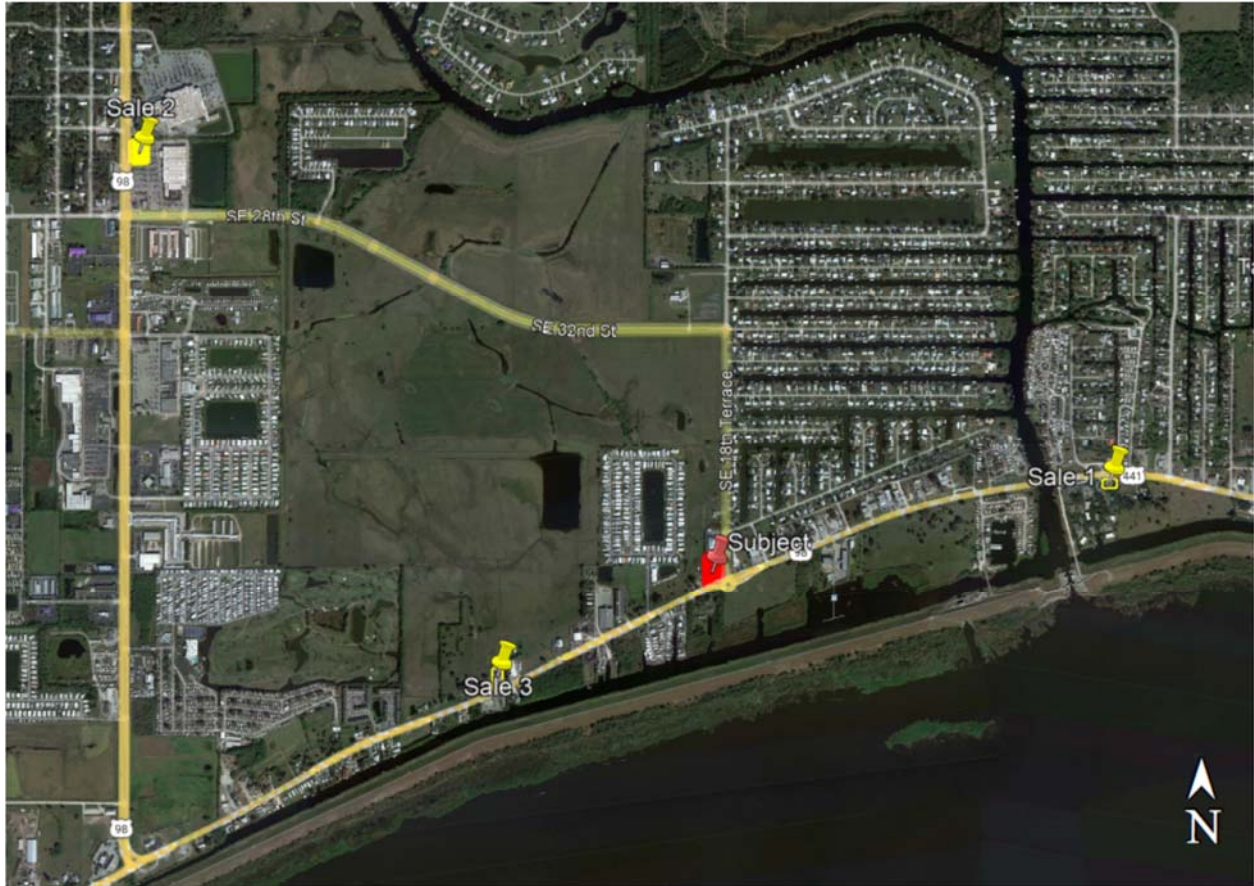
**Market Conditions:** This adjustment relates to the economic climate and market demand for commercial buildings occurring at the time of sale compared to the effective date of value. The comparables utilized in this analysis occurred between July 2021 and April 2022 and required no adjustment.

**Quality of Improvements/Facility:** The quality of the improvements on the comparable properties is considered as a factor for adjustment. The sales had improvements of a different quality or appeal, requiring an adjustment for this difference.

**Age/Condition of Improvements:** The age/condition of the improvements on the comparable properties are considered as factors for adjustment. The overall age/condition of the comparables varied, requiring adjustments.

All of the sales were arm's length transactions and included the best and most recent data available. A location map, summary of the sales and a general discussion of the sales follows.

### SALES COMPARISON APPROACH



**SALES COMPARISON APPROACH**

<b>COMMERCIAL BUILDING SALES SUMMARY CHART</b>				
Sale No.	Subject	1	2	3
ORBk/Page/Instr. No.	N/A	2022009716	2021015701	2021008516
Grantor	Seacoast National Bank	Eugene C., Jr. & Cheryl Barnes	South State Bank	Winston Overton LLC
Grantee	N/A	Good Faith Properties, LLC	TRE Fratelli Holdings Group LLLP & L3 Equities, LLC	Nunez Lawncare & Landscaping Inc.
Location	NWC of Highway 441 SE & SE 18th Terrace	S side of Highway 441 SE, just E of Taylor Creek	E side of Highway 441 S, 0.19 miles N of SE 28th Street	N side of Highway 441 SE, 0.84 miles E of Highway 441 S
Street Address	1835 Highway 441 SE	3182 Highway 441 SE	2550 Highway 441 S	1107 Highway 441 SE
Sale Date	07-Sep-22*	29-Apr-22	08-Dec-21	05-Jul-21
Sale Price	N/A	\$240,000	\$900,000	\$342,000
Site Size (Acres)	1.419	0.344	1.235	0.632
Site Size (Sq.Ft.)	61,812	14,985	53,797	27,530
Bldg. Area (Sq.Ft.)	4,964	2,294	3,078	3,280
Price/Sq.Ft. of Bldg. including Land	N/A	\$105	\$292	\$104
Est. Land Value/Sq.Ft.	\$3.00	\$3.00	\$9.00	\$3.00
Est. Total Land Value	\$185,436	\$44,955	\$484,173	\$82,590
Sale Price excl. Land	N/A	\$195,045	\$415,827	\$259,410
<b>Price/Sq.Ft. of Bldg. excluding Land</b>	<b>N/A</b>	<b>\$85</b>	<b>\$135</b>	<b>\$79</b>
Land-to-Bldg. Ratio	12.45	6.53	17.48	8.39
Year Built	1992 & 1997	1983	2013	2008
Description of Improvements	Branch bank facility with drive-thru, lighting, signage & parking	Former branch bank facility with drive-thru, lighting, signage & parking	Former branch bank facility with drive-thru, lighting, signage & parking	Former veterinary office with 4 overhead doors, parking
Comments	*Appraisal date. 71% of building currently under short term lease to USDA.	Has been used as a Boost Mobile store for some time.	Recently used for office space.	Now used as landscape company office & shop by buyer.
<b>QUALITATIVE ANALYSIS</b>				
Interest Appraised		Similar	Similar	Similar
Conditions of Sale		Similar	Similar	Similar
Market Conditions		Similar	Similar	Similar
Quality of Improvements/Facility		Inferior	Similar	Inferior
Age/Condition of Improvements		Similar	Superior	Similar
<b>Overall Comparability</b>		<b>Inferior @ \$85/Sq.Ft. of Bldg. excl. Land</b>	<b>Superior @ \$135/Sq.Ft. of Bldg. excl. Land</b>	<b>Inferior @ \$79/Sq.Ft. of Bldg. excl. Land</b>

## SALES COMPARISON APPROACH

### Discussion of Sales

#### SALE 1



Sale 1 closed in April 2022 and is the sale of a former bank facility that is currently used as a Boost Mobile store. This arm's length transaction is recent, so it is rated similar for both market conditions and conditions of sale. It is located on the south side of Highway 441 SE, just east of Taylor Creek and 0.81± miles east of the subject. The improvements were built in 1983 and reportedly in average condition at time of sale. They are rated inferior to the subject for quality. The land value was estimated at \$3.00 per square foot based on three recent sales along Highway 441 SE and deducted from the gross sale price for an indication of the price per square foot of building excluding land.

This sale is rated overall inferior to the subject at \$85 per square foot of building excluding land.

## SALES COMPARISON APPROACH

### Discussion of Sales

#### SALE 2



Sale 2 is the December 2021 sale of a former branch bank facility that is currently used for office space. This was an arm's length transaction and was rated similar for conditions of sale and market conditions. The property is located on the east side of Highway 441 S (US 98), 0.19 miles north of SE 28<sup>th</sup> Street, 1.42 miles northwest of the subject, in Okeechobee City. The building improvements were built in 2013 and in average to good condition for their age and are rated superior to those of the subject. The land value was estimated at \$9.00 per square foot based on three recent sales along Highway 441 S (US 98) and deducted from the gross sale price to indicate the price per square foot of building excluding land.

This sale is rated overall superior to the subject at \$135 per square foot of building excluding land.

## SALES COMPARISON APPROACH

### Discussion of Sales

#### SALE 3



Sale 3 is the July 2021 sale of a former veterinary hospital with 50% office space and 50% storage space. It is located on the north side of Highway 441 SE, 0.84 miles east of Highway 441 S (US 98) and 0.45 miles west of the subject. The improvements were built in 2008 and reportedly in average condition for their age, so it is rated similar for age and condition, but inferior for quality of improvements as about half of the space is unfinished shop space with overhead doors. The land value was estimated at \$3.00 per square foot based on three recent sales along Highway 441 SE and deducted from the gross sale price for an indication of the price per square foot of building excluding land.

This sale is rated overall inferior to the subject at \$79 per square foot of building excluding land.

**SALES COMPARISON APPROACH**

**Subject Listing**

The subject is currently listed at an asking price of \$915,000. After deducting the estimated land value, the asking price indicates \$147 per square foot of building (excluding land) which is well above the highest indication from the sales which is \$135 for Sale 2, a much newer former bank facility.

Listings typically set the upper limit of value, which means that the subject should sell for something less than its asking price, all other things being equal. Since it is only a listing and not a closed transaction, we have not placed much weight on it. This asking price appears to represent something well above what is reasonable for the subject.

<b>SUBJECT LISTING</b>	
Owner	Seacoast National Bank
Address	1835 Highway 441 SE
Listing Date	Current 07-Sep-22
Asking Price	\$915,000
Site Size (Acres)	1.419
Site Size (Sq.Ft.)	61,812
Price/Sq.Ft. of Land including Bldg.	\$14.80
Enclosed Bldg. Area (Sq.Ft.)	4,964
Price/Sq.Ft. of Bldg. including Land	\$184
Est. Land Value/Sq.Ft.	\$3.00
Est. Total Land Value	\$185,436
Sale Price excl. Land	\$729,564
Price/Sq.Ft. of Bldg. excluding Land	\$147
Land-to-Bldg. Ratio	12.45
Year Built	1992 & 1997
Description of Improvements	Branch bank facility with drive-thru, lighting, signage & parking



## SALES COMPARISON APPROACH

### Conclusion

After adjustments, the sales are arrayed as follows:

Sale 2 is superior at		\$135 per sq.ft. of building excluding land
	<i>SUBJECT</i>	
Sale 1 is inferior at		\$85 per sq.ft. of building excluding land
Sale 3 is inferior at		\$79 per sq.ft. of building excluding land

The sales indicate a broad range of values from \$79 to \$135 per square foot of building excluding land. The high indication is from the sale of a property with considerably newer improvements that are superior to those of the subject. The other two sales include improvements of inferior quality to that of the subject and set the bottom of the price range.

Giving consideration to each of the sales, as well as the current listing of the subject, we have concluded that the value of the subject should fall within the approximate midpoint of the indications from inferior Sale 1 at \$85 and superior Sale 3 at \$135 per square foot of building excluding land. Based on the preceding analysis, we have concluded at a value for the subject property as of September 7, 2022 at \$105 per square foot of building excluding land. We have separately estimated the value of the land by the sales comparison approach which we concluded at \$3.00 per square foot which will be added to the indicated value of the building. Therefore, the market value of the subject is calculated as follows:

Building:		
4,964 sq.ft. @ \$105 per sq.ft. of building excluding land =		\$521,220
Land:		
61,812 sq.ft. @ \$3.00 per sq.ft. =		<u>+\$185,436</u>
Market Value of Subject:		\$706,656

Rounded to **\$707,000**

This value equates to \$142 per square foot. of building including land, which is well supported by the data.

As a check against the indication from the sales comparison approach, we performed a basic income approach utilizing available rental rates, expenses, vacancy and overall rates. While a portion of the subject is currently under a short term lease, it was disregarded for the purposes of this assignment (see extraordinary assumption).

## SALES COMPARISON APPROACH

### Conclusion

Based on market information, we estimated market rent at \$15 per square foot triple net, a vacancy and collection loss of 10%, expenses at \$7 per square foot, reserves for replacement at 2% and management at 5% of effective gross income. This indicates a net operating income of \$58,848 (see below).

Dividing the net operating income by our estimate of value of \$707,000 equals an overall rate of 8.3%. Overall rates for recent sales in the Okeechobee area ranged from 5.8% up to 10.0%, with the majority in the upper end of the range. Therefore, our estimate of value by the sales comparison approach appears reasonable using the income approach as a check.

<b>INCOME APPROACH CALCULATIONS</b>			
<b>POTENTIAL GROSS INCOME</b>			\$74,460
<b>LESS VACANCY &amp; COLLECTION LOSS</b>	10%		<u>-\$7,446</u>
<b>EFFECTIVE GROSS INCOME</b>			\$67,014
<b>LESS EXPENSES:</b>			
Landlord's Share of Expenses:			
\$7.00/SF x 4,964 SF @ 10% =		\$3,475	
Reserves for Replacement	2%	\$1,340	
Management	5%	<u>\$3,351</u>	
<b>TOTAL EXPENSES</b>			<u>-\$8,166</u>
<b>NET OPERATING INCOME</b>			\$58,848

The appraisal was based on the following Extraordinary Assumptions:

1. Per our client's instructions, at this time we have disregarded the short term lease on a portion of the building and the potential for continued use of the ATM machine by the current owner.

Note: The use of the preceding extraordinary assumption might have affected the assignment results. This statement is required under USPAP.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

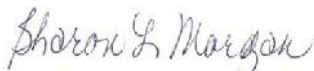
- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are not personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Philip M. Holden, MAI has made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the persons signing this certification.
- we have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- the use of the report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

## CERTIFICATION

- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the 2020-2023 Uniform Standards of Professional Appraisal Practice (USPAP).
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- that we have not revealed the results of such appraisal to anyone other than my client and will not do so until authorized by same, or until required by due process-of-law, or until released from this obligation by having publicly testified as to such results.
- as of the date of this report, Philip M. Holden, MAI, and Sharon L. Morgan have completed the State of Florida continuing education program.
- as of the date of this report, Philip M. Holden, MAI, has completed the requirements under the continuing education program of the Appraisal Institute.



Philip M. Holden, MAI  
State-Certified General Real Estate Appraiser RZ1666



Sharon L. Morgan  
State-Certified General Real Estate Appraiser RZ626

## GENERAL UNDERLYING ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters but a survey was provided. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.
6. The property is appraised as though under responsible ownership and competent management.
7. It is assumed that there are no hidden or unapparent conditions involving the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for tests that may be required to discover such factors.
8. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
10. It is assumed that all required permits, licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. It is assumed that the utilization of the land and existing or proposed improvements is within the boundaries of the property lines of the property described and there is no encroachment or trespass unless noted within the report.

## GENERAL UNDERLYING ASSUMPTIONS

12. No consideration is given to oil, gas or mineral rights, which are assumed to be included in the fee simple title, or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
13. Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not observed or known by the appraiser. The appraiser, however, is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimated is predicated on the assumption that there is no such material on, below or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.
14. It is assumed that the planning, design and engineering of the subject as well as all existing and proposed drainage, irrigation or water control systems function adequately or as described in this report and are legally approved and permitted.
15. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.
16. No detailed soil studies or information relating to geologic conditions covering the subject property were available to the appraisers. Therefore, it was assumed that existing soil conditions are capable of supporting development and standard construction of subject property to its assumed highest and best use without extraordinary foundation or soil remedial expense.

## EXTRAORDINARY ASSUMPTIONS

**Extraordinary assumption** is defined as:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis of which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.<sup>8</sup>

This appraisal is based on the following Extraordinary Assumption:

1. Per our client's instructions, at this time we have disregarded the short term lease on a portion of the building and the potential for continued use of the ATM machine by the current owner.

Note: The use of the preceding extraordinary assumption might have affected the assignment results. This statement is required under USPAP.

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<sup>8</sup> USPAP 2020-2021 Edition, ©The Appraisal Foundation.

## GENERAL LIMITING CONDITIONS

1. With reference to the property, the appraiser will not be required to give testimony or to appear in court because of having made this appraisal, unless arrangements have been previously made.
2. Possession of this report, or a copy thereof, does not carry with it the right to publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the firm and, in any event, only with proper written qualifications and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The value for this property and/or allocations of values for land and improvements must not be used in conjunction with any other appraisal or property and are invalid, if so used.
4. Real estate investments have an inherent element of risk which varies with property classification and other factors which affect value. Performance and success are dependent upon many variables such as responsible ownership, competent management, the state of the economy, federal, state and local tax laws, market liquidity, and other factors of a local, national or world character which influence the market. Consequently, this value estimate does not absolutely fix or set the price at which the property will sell. It merely states a probable selling price under the conditions set forth in the definition of market value. The projections set forth herein are based on anticipated or stated conditions, and as such represent the judgment of the appraiser(s), and must be considered in this context.
5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
6. No environmental impact studies were either requested or made in conjunction with this analysis, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
7. Easements are most likely described in Title Policies for property. A current survey and/or title search is recommended to determine the existence of easements, encroachments, restrictions, and reservations.



## GENERAL LIMITING CONDITIONS

Easements may or may not be recorded or may exist by customary use or other legal means. The appraisers have not, and are not qualified to, search legal records as to other easements. Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that the assumption above regarding easements and the rights of others is representative of actual conditions.

8. Maps, plats and exhibits included in the report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
9. The opinions of value and other estimates used in reaching the final opinions of value are as of the effective date of the appraisal. Because the markets upon which these estimates and conclusions are based are dynamic, they are subject to change. The appraisal and value opinions are subject to change if future physical, legal, financial and other conditions differ from conditions on the appraisal date.
10. The market value estimate is based on information and data available at the time of our investigation and analysis. We reserve the right to alter statements, reported conditions, analyses, conclusions, or opinions if facts become known that are pertinent to the appraisal process that were unknown to the appraiser at the time of report preparation.
11. The flood zone(s) determination referenced in this report is based on currently available information. FEMA is updating the mapping in many areas and revisions may significantly change the designation for the subject, subject area or comparables used in this report.

This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.

# **ADDENDA**

## LEGAL DESCRIPTION (from Okeechobee County Property Appraiser Records)

BEING A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, AND LYING IN AND COMPRISING A PORTION OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS (O.R.) BOOK 327, PAGE 964 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, THENCE BEAR NORTH 89°44'01" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, FOR A DISTANCE OF 866.68 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.E. 18TH TERRACE; THENCE BEAR SOUTH 00°06'50" EAST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF S.E. 18TH TERRACE, FOR A DISTANCE OF 2115.24 FEET TO THE NORTHEAST CORNER OF SAID O.R. BOOK 327, PAGE 964; THENCE CONTINUE SOUTH 00°06' 44" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE OF S.E. 18TH TERRACE, AND ALONG THE EAST BOUNDARY LINE OF SAID O.R. BOOK 327, PAGE 964, FOR A DISTANCE OF 396.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°06'44" EAST, ALONG THE SAID WEST RIGHT-OF- WAY LINE OF S.E. 18TH TERRACE, AND ALONG THE SAID EAST BOUNDARY LINE OF O.R. BOOK 327, PAGE 964, FOR A DISTANCE OF 268.43 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 S.E. (SR NO. 15), SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID O.R. BOOK 327, PAGE 964; THENCE BEAR SOUTH 67°40'30" WEST, ALONG SAID NORTHERLY RIGHT-OF- WAY LINE OF U.S. HIGHWAY 441 S.E., AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID O.R. BOOK 327, PAGE 964, FOR A DISTANCE OF 197.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 00°11'57" AND A RADIUS OF 5213.38 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 S.E., AND CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE OF O.R. BOOK 327, PAGE 964, FOR AN ARC LENGTH OF 18.11 FEET TO THE SOUTHWEST CORNER OF SAID O.R. BOOK 327, PAGE 964; THENCE BEAR NORTH 00°06'44" WEST, ALONG THE WEST BOUNDARY LINE OF SAID O.R. BOOK 327, PAGE 964, FOR A DISTANCE OF 350.15 FEET TO A POINT; THENCE BEAR NORTH 89°53'50" EAST FOR A DISTANCE OF 199.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING: THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 327, PAGE 964, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, LYING NORTH OF THE NORTH EXISTING RIGHT OF WAY LINE OF STATE ROAD 15/700 (US 441/98) {PER SECTION 910500-000(2300)} AND WEST OF THE EXISTING RIGHT OF WAY LINE OF SE 18TH TERRACE {ALSO KNOWN AS ROYAL PALM DRIVE (TAYLOR CREEK ISLES SECTION ONE, AS PER PLAT RECORDED IN PLAT BOOK 3, PAGE 59, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA)}, ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, SOUTH 00°08'07" EAST, A DISTANCE OF 514.94 FEET TO THE APPROXIMATE GOVERNMENT MEANDER LINE CORNER OF GOVT LOT 3; THENCE CONTINUE ALONG SAID WEST LINE OF SOUTHWEST 1/4, SOUTH 00°15'00" EAST A DISTANCE OF 75.27 FEET TO THE SURVEY BASE LINE OF SAID STATE ROAD 15/700; THENCE ALONG SAID SURVEY BASE LINE NORTH 63°05'32" EAST A DISTANCE OF 319.56 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 5,729.58 FEET; THENCE CONTINUE ALONG SAID SURVEY BASE LINE THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 452.56 FEET THROUGH A CENTRAL ANGLE OF 04°31'32" WITH A CHORD BEARING NORTH 65°21'18" EAST TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SURVEY BASE LINE NORTH 67°37'04" EAST A DISTANCE OF 184.41 FEET; THENCE NORTH 00°09'31" WEST, A DISTANCE OF 35.65 FEET TO THE INTERSECTION OF SAID NORTH EXISTING RIGHT OF WAY LINE OF STATE ROAD 15/700 AND SAID WEST EXISTING RIGHT OF WAY LINE OF SE 18TH TERRACE AND THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 327, PAGE 964, FOR A POINT OF BEGINNING; THENCE ALONG SAID NORTH EXISTING RIGHT OF WAY LINE SOUTH 67°37'04" WEST, A DISTANCE OF 26.68 FEET; THENCE NORTH 37°25'38" EAST, A DISTANCE OF 40.49 FEET TO SAID WEST EXISTING RIGHT OF WAY LINE AND THE EAST LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WEST EXISTING RIGHT OF WAY LINE AND SAID EAST LINE SOUTH 00°09'31" EAST, A DISTANCE OF 21.99 FEET TO THE POINT OF BEGINNING.



## REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

Square Lake Centre, Suite 10 8259 North Military Trail Palm Beach Gardens, Florida 33410-6352  
(561) 626-2004 Fax (561) 622-7631

### ABRIDGED QUALIFICATIONS

#### **PHILIP M. HOLDEN, MAI**

State-Certified General Real Estate Appraiser RZ1666

Philip M. Holden, who holds the MAI designation in the Appraisal Institute, is the President of S.F. Holden, Inc., a real estate appraisal and consulting firm established in 1964. He is a registered real estate broker in the State of Florida and is past-president of the Society of Real Estate Appraisers, Palm Beach County Chapter and the Florida Chapter of the American Society of Farm Managers and Rural Appraisers. Mr. Holden has been appraising real estate since September 1974, and has successfully completed the following courses or seminars given by real estate appraisal organizations:

#### **Appraisal Courses and Seminars**

Valuation of Less Than Fee - May 1995, 1996  
Riparian Rights - May 1994  
Easement Valuation - May 1994  
Cattle Grazing Seminar - May 1993  
Permanent Plantings - October 1997  
Appraising Rural Properties - May 1997  
Realtors Land Institute Citrus Course - May 1999  
University of Florida, Citrus Seminar - April 1999  
Highest/Best Use/ Valuation Techniques - May 2000  
Attacking and Defending Appraisals - June 2000  
SFWMD Federal Land Acquisitions - May 2001  
SJRWMD Land Acquisitions - December 2001 SFWMD Oil & Gas Mineral Valuation - 5/2002  
SFWMD Everglades Restoration - 5/2002  
Appraising the Appraisal - 2003  
Automation in Appraisal Reporting - 2003  
SFWMD Appraisal Seminar - 2003 through 2008

Valuation of Conservation Easements - 1/2008, 9/2009  
2014 Tax Overview  
Appraising Complex Residential Properties - 10/2016  
How to Recognize and Avoid Mortgage Fraud - 10/2016  
Uniform Standards for Fed. Land Acquisitions - 2/2018  
Valuing Rural America - 5/2019

#### **Real Estate Appraiser**

Currently licensed through November 30, 2024

#### **Appraisal Institute**

Limited Appraisals/Evaluations - May 1995  
Income Valuation - March 1995  
Powerline Easements - April 1994  
Americans Disabilities Act - February 1994  
Partial Interest Valuation - August 1999  
Florida Appraisal Law - 2008; 2012; 2014; 2016; 8/2022  
Uniform Standards for Fed. Land Acquisitions - 2007; 2018  
USPAP-1997; 2012; 2014; 2016; 2018; 2020; 8/2022  
USPAP Core Law - July 16, 2010; May 18, 2012  
Code of Ethics/Professional Bus. Pract.- 2006; 2015; 2022  
Supervisor Trainee Roles and Rules - 7/16/10  
Financial Reform Legislation - 7/1/10  
Appraising Natural Resources - 5/20/13  
The Tough One: Appraising Mixed-Use Properties - 8/16  
Staying Out of Trouble - 12/11/2017  
Client Requested Evaluations - 10/11/2019  
Developing a Supportable Workfile - 10/11/2019  
Transferred Value - 6/10/2020

#### **American Institute of Real Estate Appraisers**

Course 1-A - August 1976  
Course VIII - June 1977  
Course 1-B - March 1978 and 1986  
Course II - March 1979  
Standards of Professional Practice - June 1992

#### **Real Estate Broker**

Currently licensed through September 30, 2024

In addition to the above courses, Mr. Holden attends many seminars and courses. He was also an instructor for the Appraisal Institute, Course 101. Speaking engagements include the Association of Assessing Officers regarding tax appeals, and the American Society of Farm Managers and Rural Appraisers regarding conservation easements. Mr. Holden is qualified as an expert in the courts and also served as Special Master for the Palm Beach County Property Appraisal Adjustment Board. Some of the property types which Mr. Holden has appraised are: agricultural (farms, ranches, citrus groves, dairies) commercial (shopping centers, offices); industrial properties, and residential properties (individual homes, subdivisions, and residential developments). Mr. Holden also appraises unique and special-purpose properties including rights-of-way (proposed and abandoned), one-of-a-kind buildings and partially-completed buildings, marinas, packing houses, damaged properties and churches. Other areas include the analysis of various interests such as leasehold/leased fee, partial-ownership interests and easements including under- and above-ground, flowage, and conservation, and other uncommon ownerships. Typically, the appraisal work has been for sale and/or purchase, mortgages, litigation (eminent domain, bankruptcy, dissolution of real estate) and taxation issues.



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(561) 626-2004 Fax (561) 622-7631

### ABRIDGED QUALIFICATIONS

#### **SHARON L. MORGAN**

State-Certified General Real Estate Appraiser RZ626

Sharon L. Morgan is a State-Certified General Appraiser and a registered real estate sales associate in the State of Florida. Ms. Morgan has been appraising real estate since 1983, and has successfully completed the following courses sponsored by real estate appraisal organizations, as well as numerous seminars:

#### **Appraisal Institute**

Discounted Cash Flow Analysis - 1991  
Accrued Depreciation – 1991  
Changes to Standards – 1991  
New FIRREA Guidelines – 1991  
Hotel/Motel Valuation – 1992  
USPAP “Core” Law – 1992, 1994, 2004, 2005, 2008  
Standards of Professional Practice, Part A – 1994  
Standards of Professional Practice, Part B – 1994  
FL State Law for RE Appraisers – 2003, 2006, 2008  
Uniform Standards for Federal Land Acquisitions – 2007  
National USPAP Course – 2007  
Supervisor/Trainee Course - 2008

#### **American Institute of Real Estate Appraisers**

Real Estate Appraisal Principles – 1989  
Basic Valuation Procedures – 1986  
Capitalization Theory & Techniques, Part A – 1986  
Capitalization Theory & Techniques, Part B – 1986  
Case Studies in Real Estate Valuation – 1988  
Report Writing and Valuation Analysis – 1989  
Standards of Professional Practice – 1986

#### **Society of Real Estate Appraisers**

An Introduction to Appraising Real Property - 1983  
Principles of Income Property Appraising - 1984  
Applied Income Property Valuation – 1984

#### **Appraisal Courses and Seminars**

Real Estate Finance – 1996  
USPAP Core Law – 1996, 1998, 2000, 2002

#### **Appraisal Courses and Seminars**

“Red Flags” Property Inspection - 1998  
Environmental Considerations - 1998  
Environmental Hazards’ Impact – 2000  
Appraising Conservation Easements – 2000  
Appraising Wetlands - 2000  
SFWMD Federal Land Acquisitions, 2001  
Appraisal Fundamentals, 2001  
SFWMD Appraisal Seminars – 2002-2008  
USPAP Update – 2010,2012,2014,2016,2018,2020  
FL Appraisal Law – 2010,2012,2014,2016,2018,2020  
Supervisor/Trainee Course - 2010  
Appraising & Analyzing Office Buildings - 2010  
Appraising Apartments - 2010  
Ad Valorem Tax Consultation - 2010  
The Cost Approach, 2012  
The Dirty Dozen, 2012  
Appraising & Analyzing Retail Shopping Centers, 2012  
The Nuts & Bolts of Green Buildings, 2012  
Appraisal of Self Storage Facilities, 2014  
Appraisal of Assisted Living Facilities, 2014  
Disclosures & Disclaimers, 2014  
Managing Appraiser Liability - 2016  
The Sales Comparison Approach - 2016  
Owner-Occupied Commercial Properties - 2016  
Uniform Standards for Fed. Land Acquisitions – 2018  
Valuing Rural America - 2019  
Appraising Small Residential Income Properties - 2020  
Methodology & Appraisal of Sales Comparison - 2020

#### **General Real Estate Appraiser**

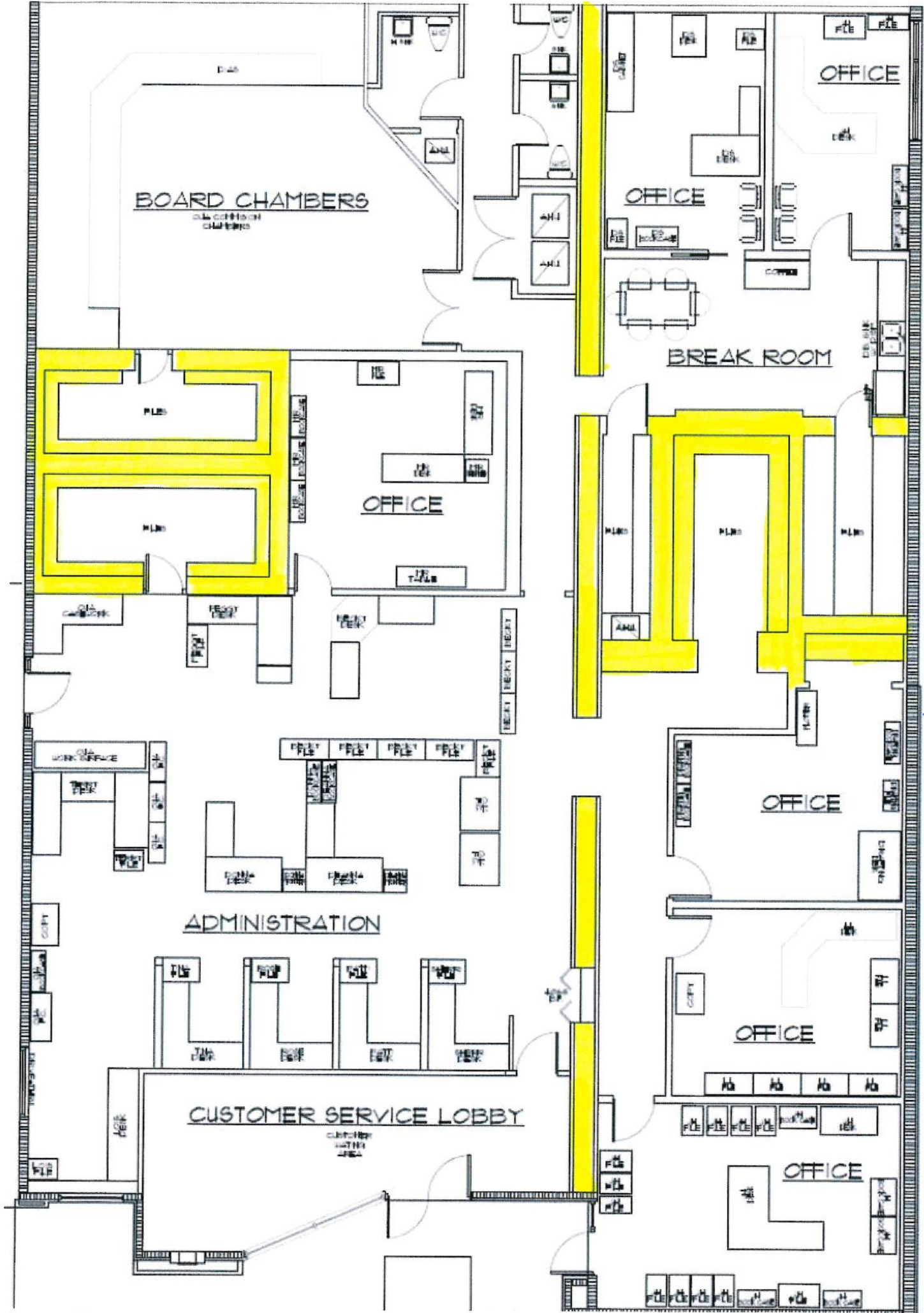
Licensed through November 30, 2022

#### **Real Estate Sales Associate**

Licensed through September 30, 2024

Ms. Morgan is qualified as an expert in the courts and is experienced in condemnation and estate work.

Some of the major property types that Ms. Morgan has appraised are: single family residences and estates (values from under \$100,000 to in excess of several million dollars), agricultural, commercial land and improvements (shopping centers, offices, hotels, restaurants), industrial properties, and residential subdivisions. Ms. Morgan specializes in unique and special-purpose properties including retirement facilities, medical spas and resorts, one-of-a-kind buildings, marinas, pari-mutuel betting facilities, funeral homes, religious facilities, day care centers and schools, landmark properties, and service stations. Other areas of specialization include the analysis of various interests such as leasehold/leased fee, partial-ownership interests, and other uncommon types of ownerships. Typically, the appraisal work has been for sale and/or purchase, mortgages, litigation (eminent domain, bankruptcy, dissolution of real estate) and taxation, either state or federal or local ad valorem.



Attachment "A"

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 24

OCTOBER 20, 2022

### SALARY REVIEW

Amendment 2 provided for an increase of Florida's 2020 minimum wage (\$8.56) starting in 2021 reaching a \$15.00 per hour minimum in 2026. The required minimum wage is as follows:

- \$10.00 on September 30, 2021;
- \$11.00 on September 30, 2022;
- \$12.00 on September 30, 2023;
- \$13.00 on September 30, 2024;
- \$14.00 on September 30, 2025;
- \$15.00 on September 30, 2026.

The attachment labeled "OUA SALARY & HOURLY PAY PLAN" depicts 2019 through 2023 pay plan adjustments by job classification. Also, at the bottom of the Table is a comparison between the OUA minimum wage and the State minimum wage. With the annual FY increases offered by the OUA, the difference between the two minimum wages stayed about the same. For FY24, FY 25 and FY26 the OUA may continue the \$1.00 per hour increase to keep pace with the planned State increases.

Additionally, at the bottom of the Table is a listing of the pay plan adjustments for Merit, COLA, Bonus and minimum wage by year.

The next Table, labeled "OUA RATE COMPARISON" compared the current year OUA pay rates by position to other surrounding employers. Some of these employers were utilities while others were not, but all of them, were governmental agencies.

In review of this Table, the upper wage scales were the City of Vero Beach and Loxahatchee River District. All other entities were close in most cases. As noted, many of the entities only reported to the OUA their FY22 rates. All that considered, there were a few that were either slightly higher or lower than the OUA rates. Overall, they were close. It is noted that a few more entities could be added and actual job descriptions could be obtained to confirm a match of job titles.

Additionally, a firm that specializes in wage comparisons could be engaged to conduct an in depth study.

For discussion today, it might be suggested to compare OUA with Fort Pierce Utility Authority (FPUA) because they are near to each other, each provide water and wastewater services, each is a governmental unit and each utilize the same market area for employees.

During the last OUA Board meeting, a member stated that the OUA wage rates should be adjusted to keep up with the job market, hiring practices and/or cost of living. To that end, OUA staff examined what a \$1.00 per hour to \$5.00 per hour wage increase and how it might impact the

annual budget. OUA staff utilized a spreadsheet that took in to account the raw labor, COLA, paid time off expense, Worker’s Comp, life insurance, AD&D insurance, pension expense, health insurance and a few other expenses. The following table compares the different possible increases.

In consideration of the FY23 base value (\$4,174,148), a \$1.00 per hour increase nets a \$155,803 increase to the annual budget. All other increases in the per hour values are shown net of the FY23 base value.

**OUA FY23 Hourly Increase Comparison**

	TOTAL	NET
FY23	\$4,174,148.53	
\$1.00	\$4,329,951.59	\$155,803.06
\$2.00	\$4,485,657.22	\$311,508.69
\$3.00	\$4,641,351.35	\$467,202.82
\$4.00	\$4,797,032.96	\$622,884.43
\$5.00	\$4,952,671.13	\$778,522.59

As expected, each \$1.00 per hour increase adds approximately \$156,800 to the annual budget.

It should be noted, that the pay scale for Finance Director and Director of Operations appears to be on point with some comparisons while undervalued when compared to FPUA.

As a suggestion, since annual pay raises for the next three years are under consideration due to the \$15.00 minimum wage, should the OUA accelerate a planned \$1.00 per hour raise now rather than waiting.

After OUA Board review and discussions, OUA staff requests direction.



**OUA SALARY & HOURLY PAY PLAN**

OUA Classification (Position)	2019 Hourly Rate		2020 Hourly Rate		2021 Hourly Rate		2022 Hourly Rate		2023 Hourly Rate	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
<b>WATER TREATMENT PLANT</b>										
Plant Supervisor A	\$21.85	\$36.05	\$22.07	\$36.42	\$22.29	\$36.78	\$23.64	\$39.01	\$24.64	\$40.01
Plant Supervisor B	\$19.85	\$32.75	\$20.05	\$33.08	\$20.25	\$33.41	\$21.60	\$35.64	\$22.60	\$36.64
Plant Operator A	\$18.04	\$29.77	\$18.22	\$30.06	\$18.40	\$30.36	\$19.75	\$32.59	\$20.75	\$33.59
Plant Operator B	\$16.35	\$26.98	\$16.51	\$27.24	\$16.68	\$27.52	\$18.03	\$29.75	\$19.03	\$30.75
Plant Operator C	\$15.38	\$25.38	\$15.53	\$25.62	\$15.69	\$25.89	\$17.04	\$28.12	\$18.04	\$29.12
Plant Operator Non-Certified	\$13.09	\$21.60	\$13.22	\$21.81	\$13.35	\$22.03	\$14.70	\$24.26	\$15.70	\$25.26
Plant Maintenance I	\$11.85	\$19.55	\$11.97	\$19.75	\$12.09	\$19.95	\$13.44	\$22.18	\$14.44	\$23.18
Sludge Press Operator	\$11.85	\$19.55	\$11.97	\$19.75	\$12.09	\$19.95	\$13.44	\$22.18	\$14.44	\$23.18
<b>WASTEWATER TREATMENT PLANT</b>										
Plant Supervisor A	\$21.85	\$36.05	\$22.07	\$36.42	\$22.29	\$36.78	\$23.64	\$39.01	\$24.64	\$40.01
Plant Supervisor B	\$19.85	\$32.75	\$20.05	\$33.08	\$20.25	\$33.41	\$21.60	\$35.64	\$22.60	\$36.64
Plant Operator A	\$18.04	\$29.77	\$18.22	\$30.06	\$18.40	\$30.36	\$19.75	\$32.59	\$20.75	\$33.59
Plant Operator B	\$16.35	\$26.98	\$16.51	\$27.24	\$16.68	\$27.52	\$18.03	\$29.75	\$19.03	\$30.75
Plant Operator C	\$15.38	\$25.38	\$15.53	\$25.62	\$15.69	\$25.89	\$17.04	\$28.12	\$18.04	\$29.12
Plant Operator Non-Certified	\$13.09	\$21.60	\$13.22	\$21.81	\$13.35	\$22.03	\$14.70	\$24.26	\$15.70	\$25.26
Plant Maintenance I	\$11.85	\$19.55	\$11.97	\$19.75	\$12.09	\$19.95	\$13.44	\$22.18	\$14.44	\$23.18
Sludge Press Operator	\$11.85	\$19.55	\$11.97	\$19.75	\$12.09	\$19.95	\$13.44	\$22.18	\$14.44	\$23.18
<b>MAINTENANCE</b>										
Maintenance Supervisor A	\$21.64	\$35.71	\$21.86	\$36.07	\$22.08	\$36.43	\$23.43	\$38.66	\$24.43	\$39.66
Maintenance Foreman	\$17.18	\$28.35	\$17.35	\$28.63	\$17.52	\$28.91	\$18.87	\$31.14	\$21.69	\$35.14 <sup>(1)</sup>
Construction Foreman	\$18.96	\$31.28	\$19.15	\$31.60	\$19.34	\$31.91	\$20.69	\$34.14	\$21.69	\$35.14
Distribution Operator 1	\$18.57	\$30.64	\$18.76	\$30.95	\$18.95	\$31.27	\$20.30	\$33.50	\$21.30	\$34.50
Distribution Operator 2	\$15.95	\$26.32	\$16.11	\$26.58	\$16.27	\$26.85	\$17.62	\$29.07	\$18.62	\$30.07
Distribution Operator 3	\$15.18	\$25.05	\$15.33	\$25.29	\$15.48	\$25.54	\$16.83	\$27.77	\$17.83	\$28.77
Distribution Operator, Non-Certified	\$13.09	\$21.60	\$13.22	\$21.81	\$13.35	\$22.03	\$14.70	\$24.26	\$15.70	\$25.26
Distribution Operator, Trainee	\$12.45	\$20.54	\$12.57	\$20.74	\$12.70	\$20.96	\$14.05	\$23.18	\$15.05	\$24.18
Construction Inspector	\$19.85	\$32.75	\$20.05	\$33.08	\$20.25	\$33.41	\$21.60	\$35.64	\$22.60	\$36.64
Vehicle Mechanic	\$15.67	\$25.86	\$15.83	\$26.12	\$15.99	\$26.38	\$17.34	\$28.61	\$18.34	\$29.61
Pump Station Technician	\$15.95	\$26.32	\$16.11	\$26.58	\$16.27	\$26.85	\$17.62	\$29.07	\$21.30	\$34.50 <sup>(2)</sup>
Purchasing/Inventory Control Specialist	\$17.06	\$28.15	\$17.23	\$28.43	\$17.40	\$28.71	\$18.75	\$30.94	\$19.75	\$31.94
<b>ADMINISTRATIVE</b>										
Finance Director	\$33.32	\$54.98	\$33.65	\$55.52	\$33.99	\$56.08	\$35.34	\$58.31	\$36.34	\$59.31
Director of Operations/Engineer	\$35.14	\$57.98	\$35.49	\$58.56	\$35.84	\$59.14	\$37.19	\$61.36	\$38.19	\$62.36
Assistant Finance Director	\$23.60	\$38.94	\$23.84	\$39.34	\$24.08	\$39.73	\$25.43	\$41.96	\$26.43	\$42.96
Office Manager	\$18.83	\$31.07	\$19.02	\$31.38	\$19.21	\$31.70	\$20.56	\$33.92	\$21.56	\$34.92
Senior Clerk/Finance	\$16.84	\$27.79	\$17.01	\$28.07	\$17.18	\$28.35	\$18.53	\$30.57	\$19.53	\$31.57
Human Resources Manager	\$17.04	\$28.12	\$17.21	\$28.40	\$17.38	\$28.68	\$18.73	\$30.90	\$19.73	\$31.90
Assistant Office Manager	\$14.82	\$24.45	\$14.97	\$24.70	\$15.12	\$24.95	\$16.47	\$27.18	\$17.47	\$28.18
Executive Secretary	\$14.82	\$24.45	\$14.97	\$24.70	\$15.12	\$24.95	\$16.47	\$27.18	\$17.47	\$28.18
Accounts Payable Clerk/Payroll Clerk	\$12.45	\$20.54	\$12.57	\$20.74	\$12.70	\$20.96	\$14.05	\$23.18	\$15.05	\$24.18
Customer Service Clerk II	\$12.45	\$20.54	\$12.57	\$20.74	\$12.70	\$20.96	\$14.05	\$23.18	\$15.05	\$24.18
Customer Service Clerk I	\$11.85	\$19.55	\$11.97	\$19.75	\$12.09	\$19.95	\$13.44	\$22.18	\$14.44	\$23.18
Special Projects Clerk	\$11.85	\$19.55	\$11.97	\$19.75						
Fixed Asset Clerk	\$11.85	\$19.55	\$11.97	\$19.75						
Meter Reader Supervisor	\$15.54	\$25.64	\$15.70	\$25.91	\$15.86	\$26.17	\$17.21	\$28.40	\$18.21	\$29.40
Meter Reader Tech/Backflow Tester	\$13.09	\$21.60	\$13.22	\$21.81	\$13.35	\$22.03	\$14.70	\$24.26	\$15.70	\$25.26
Meter Reader Technician	\$13.09	\$21.60	\$13.22	\$21.81	\$13.35	\$22.03	\$14.70	\$24.26	\$15.70	\$25.26
Meter Service Technician Trainee	\$12.45	\$20.54	\$12.57	\$20.74	\$12.70	\$20.96	\$14.05	\$23.18	\$15.05	\$24.18

OUA Minimum Wage	\$11.85	\$11.97	\$12.09	\$13.44	\$14.44
State Minimum Wage		\$8.56	\$8.56	\$10.00	\$11.00
Difference		\$3.41	\$3.53	\$3.44	\$3.44

FY 2019 includes a 1.0% COLA, plus 1.5% merit and 1.5% bonus

FY 2020 includes a 1.0% COLA, plus 1.5% merit and 1.5% bonus

FY 2021 includes a 1.0% COLA, plus 0% merit and 2.0% bonus

FY 2022 includes a 0% COLA, plus 0% merit and 1.5% bonus (plus \$1.35 per hour wage increase across the board)

FY 2023 includes a 0% COLA, plus 0% merit and 1.5% bonus (plus \$1.00 per hour wage increase across the board)

<sup>(1)</sup> A new pay scale for FY23

<sup>(2)</sup> A new name & pay scale for FY23

**OUA RATE COMPARISON**

**OUA**  
FY23 Rates

**Okeechobee BOCC**  
FY23 Rates

**City of Sebring**  
FY22 Rates

**Indian River BOCC**  
FY22 Rates

**Loxahatchee Riv Dist**  
FY22 Rates

**City of Vero Beach**  
FY22 Rates

**FPUA**  
FY23 Rates

OUA Classification (Position)	Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>WATER TREATMENT PLANT</b>														
Plant Supervisor A	\$24.64	\$40.01			\$24.98	\$38.72	\$25.08	\$37.60	\$32.00	\$51.19	\$34.40	\$36.31	\$26.04	\$42.14
Plant Supervisor B	\$22.60	\$36.64											\$23.74	\$38.32
Plant Operator A	\$20.75	\$33.59					\$23.89	\$35.81	\$26.87	\$42.98	\$28.64	\$30.41	\$21.57	\$34.81
Plant Operator B	\$19.03	\$30.75			\$19.82	\$30.96	\$22.75	\$34.11	\$25.34	\$40.55	\$25.94	\$27.64	\$19.61	\$31.68
Plant Operator C	\$18.04	\$29.12			\$18.64	\$28.89	\$20.61	\$30.93	\$22.56	\$36.09	\$23.20	\$24.83	\$17.80	\$28.80
Plant Operator Non-Certified	\$15.70	\$25.26			\$16.10	\$24.96	\$17.82	\$26.70	\$20.08	\$32.12	\$20.85	\$22.42	\$16.19	\$26.20
Plant Maintenance I	\$14.44	\$23.18	\$14.60	\$21.90									\$14.71	\$23.85
Sludge Press Operator	\$14.44	\$23.18											\$16.19	\$26.20
<b>WASTEWATER TREATMENT PLANT</b>														
Plant Supervisor A	\$24.64	\$40.01			\$24.98	\$38.72	\$25.08	\$37.60	\$32.00	\$51.19	\$34.40	\$36.31	\$26.04	\$42.14
Plant Supervisor B	\$22.60	\$36.64											\$23.74	\$38.32
Plant Operator A	\$20.75	\$33.59					\$23.89	\$35.81	\$26.87	\$42.98	\$28.64	\$30.41	\$21.57	\$34.81
Plant Operator B	\$19.03	\$30.75			\$19.82	\$30.96	\$22.75	\$34.11	\$25.34	\$40.55	\$25.94	\$27.64	\$19.61	\$31.68
Plant Operator C	\$18.04	\$29.12			\$18.64	\$28.89	\$20.61	\$30.93	\$22.56	\$36.09	\$23.20	\$24.83	\$17.80	\$28.80
Plant Operator Non-Certified	\$15.70	\$25.26			\$16.10	\$24.96	\$17.82	\$26.70	\$20.08	\$32.12	\$20.85	\$22.42	\$16.19	\$26.20
Plant Maintenance I	\$14.44	\$23.18	\$14.60	\$21.90									\$14.71	\$23.85
Sludge Press Operator	\$14.44	\$23.18											\$16.19	\$26.20
<b>MAINTENANCE</b>														
Maintenance Supervisor A	\$24.43	\$39.66	\$25.28	\$37.92	\$24.98	\$38.72					\$35.83	\$37.77	\$26.06	\$42.14
<b>Maintenance Foreman</b>	\$21.69	\$35.14	\$20.78	\$31.17							\$31.02	\$32.85	\$21.57	\$34.81
Construction Foreman	\$21.69	\$35.14	\$20.78	\$31.17					\$28.48	\$45.56	\$29.26	\$31.05	\$21.57	\$34.81
Distribution Operator 1	\$21.30	\$34.50							\$25.34	\$40.55	\$20.85	\$22.42		
Distribution Operator 2	\$18.62	\$30.07							\$22.56	\$36.09	\$19.45	\$20.98		
Distribution Operator 3	\$17.83	\$28.77			\$16.91	\$26.21			\$21.28	\$34.04	\$18.06	\$19.56	\$17.80	\$28.80
Distribution Operator, Non-Certified	\$15.70	\$25.26			\$16.10	\$24.96			\$20.08	\$32.12	\$16.18	\$17.64	\$16.19	\$26.20
Distribution Operator, Trainee	\$15.05	\$24.18	\$14.60	\$21.90	\$15.34	\$23.77			\$20.08	\$32.12	\$16.18	\$17.64	\$14.71	\$23.85
Construction Inspector	\$22.60	\$36.64					\$22.75	\$34.11	\$30.19	\$48.29			\$17.80	\$28.80
Vehicle Mechanic	\$18.34	\$29.61	\$17.08	\$25.62	\$18.64	\$28.89	\$18.69	\$28.06	\$22.56	\$36.09	\$24.99	\$26.67	\$19.61	\$31.68
<b>Lift Station Technician</b>	\$21.30	\$34.50	\$21.61	\$32.42			\$21.66	\$32.49			\$24.99	\$26.67	\$21.57	\$34.81
Purchasing/Inventory Control Specialis	\$19.75	\$31.94	\$21.61	\$32.42			\$18.69	\$28.06			\$24.02	\$25.67	\$16.19	\$26.20
<b>ADMINISTRATIVE</b>														
Finance Director	\$36.34	\$59.31	\$35.77	\$53.66	\$35.15	\$54.48			\$54.38	\$87.01			\$50.76	\$82.88
Director of Operations/Engineer	\$38.19	\$62.36	\$45.06	\$67.59	\$33.48	\$51.89							\$50.76	\$82.88
Assistant Finance Director	\$26.43	\$42.96							\$35.95	\$57.52			\$28.71	\$46.85
Office Manager	\$21.56	\$34.92	\$19.98	\$29.97	\$24.98	\$38.72			\$22.56	\$36.09	\$19.28	\$21.31	\$21.57	\$34.81
Senior Clerk/Finance	\$19.53	\$31.57	\$17.76	\$26.64	\$21.58	\$33.45	\$18.69	\$28.06	\$25.34	\$40.55	\$20.94	\$23.06	\$19.61	\$31.68
Human Resources Manager	\$19.73	\$31.90			\$21.58	\$33.45	\$23.89	\$35.81	\$26.87	\$42.98			\$19.61	\$31.68
Assistant Office Manager	\$17.47	\$28.18											\$17.80	\$28.80
Executive Secretary	\$17.47	\$28.18	\$21.61	\$32.42					\$25.34	\$40.55			\$19.61	\$31.68
Accounts Payable Clerk/Payroll Clerk	\$15.05	\$24.18	\$13.50	\$20.25	\$14.61	\$22.64	\$16.14	\$24.23			\$14.48	\$16.25	\$16.19	\$26.20
Customer Service Clerk II	\$15.05	\$24.18			\$14.61	\$22.64	\$16.96	\$25.43	\$21.28	\$34.04	\$17.47	\$19.40	\$14.71	\$23.85
Customer Service Clerk I	\$14.44	\$23.18			\$13.91	\$21.56	\$15.39	\$23.08	\$17.87	\$28.58	\$15.84	\$17.69	\$13.36	\$21.71
Meter Reader Supervisor	\$18.21	\$29.40			\$16.10	\$24.96	\$18.69	\$28.06					\$19.61	\$31.68
Meter Reader Tech/Backflow Tester	\$15.70	\$25.26											\$16.19	\$26.20
Meter Reader Technician	\$15.70	\$25.26			\$14.61	\$22.64	\$14.66	\$21.98					\$14.71	\$23.85
Meter Service Technician Trainee	\$15.05	\$24.18											\$13.36	\$21.71

Current Hourly Rate (Current Hourly Rate) COLA (%) 0.0%

Current Salary (Current Hourly Rate) \* 2080 PTO Salary 45

COLA Salary (Current Salary) \* COLA %

PTO Salary (Currently Hourly Rate) \* PTO Salary

Proposed Salary (Current Salary + COLA Salary + PTO Salary)

Worker's Comp Proposed Salary \* Various %

Life 12 months times Life

AD & D 12 months times AD & D

Disability Based upon FY23 salary times various per department rates

Pension Expense (Current Salary + COLA Salary) times Pension Expense

Health Insurance 12 months times Health Insurance

FICA Expense (Proposed Salary) times FICA Expense

Proposed Total (Proposed Salary + Worker's Comp + Life + AD & D + Disability + Pension Exp + Health Insur + FICA Expense)

Merit (Current Salary + COLA Salary) times Merit (%)

Bonus (Current Salary + COLA Salary + Merit) times Bonus (%)

Pension Merit (Merit) times Pension Merit

FICA Merit/Bonus (Bonus + Merit) times FICA Merit/Bonus

TOTAL (Proposed Total + Bonus + Merit + Pension Merit + FICA Merit/Bonus)

Worker's Comp Experience	
Administration	0.16%
WTP, Meter & Maintenance	3.05%
WWTF	2.43%

Life \$15.00

AD & D \$2.00

	Admin	Others	Rate
Disability	408	171	0.34

Pension Expense 9.10%

Health Insurance \$750.00

FICA Expense 7.65%

Merit (%) 0.00%

Bonus (%) 1.00%

Pension Merit 9.10%

FICA Merit/Bonus 7.65%

Pay Adjustment \$0.00

	TOTAL	NET
FY23	\$4,174,148.53	
\$1.00	\$4,329,951.59	\$155,803.06
\$2.00	\$4,485,657.22	\$311,508.69
\$3.00	\$4,641,351.35	\$467,202.82
\$4.00	\$4,797,032.96	\$622,884.43
\$5.00	\$4,952,671.13	\$778,522.59

	Current Hourly Rate	Current Salary	COLA Salary	PTO Salary	Proposed Salary	Worker's Comp	Life	AD & D	Disability	Pension Expense	Health Insurance	FICA Expense	Proposed Total	Merit	Bonus	Pension Merit	FICA Merit/Bonus	TOTAL
Executive Administration (different disability calculation)	\$65.80	\$136,864.00	\$0.00	\$2,961.00	\$139,825.00	\$223.72	\$180.00	\$24.00	\$408.00	\$12,454.62	\$9,000.00	\$10,696.61	\$172,811.96	\$0.00	\$1,368.64	\$0.00	\$104.70	\$174,285.30
	\$37.98	\$78,998.40	\$0.00	\$1,709.10	\$80,707.50	\$129.13	\$180.00	\$24.00	\$274.41	\$7,188.85	\$9,000.00	\$6,174.12	\$103,678.02	\$0.00	\$789.98	\$0.00	\$60.43	\$104,528.43
	\$46.74	\$97,219.20	\$0.00	\$2,103.30	\$99,322.50	\$158.92	\$180.00	\$24.00	\$337.70	\$8,846.95	\$9,000.00	\$7,598.17	\$125,468.23	\$0.00	\$972.19	\$0.00	\$74.37	\$126,514.80
	\$40.83	\$84,926.40	\$0.00	\$1,837.35	\$86,763.75	\$138.82	\$180.00	\$24.00	\$295.00	\$7,728.30	\$9,000.00	\$6,637.43	\$110,767.30	\$0.00	\$849.26	\$0.00	\$64.97	\$111,681.53
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$32.03	\$66,622.40	\$0.00	\$1,441.35	\$68,063.75	\$108.90	\$180.00	\$24.00	\$171.00	\$6,062.64	\$9,000.00	\$5,206.88	\$88,817.17	\$0.00	\$666.22	\$0.00	\$50.97	\$89,534.36
	\$25.62	\$53,289.60	\$0.00	\$1,152.90	\$54,442.50	\$87.11	\$180.00	\$24.00	\$171.00	\$4,849.35	\$9,000.00	\$4,164.85	\$72,918.81	\$0.00	\$532.90	\$0.00	\$40.77	\$73,492.48
	\$19.32	\$40,185.60	\$0.00	\$869.40	\$41,055.00	\$65.69	\$180.00	\$24.00	\$139.59	\$3,656.89	\$9,000.00	\$3,140.71	\$57,261.87	\$0.00	\$401.86	\$0.00	\$30.74	\$57,694.47
	\$16.60	\$34,528.00	\$0.00	\$747.00	\$35,275.00	\$56.44	\$180.00	\$24.00	\$119.94	\$3,142.05	\$9,000.00	\$2,698.54	\$50,495.96	\$0.00	\$345.28	\$0.00	\$26.41	\$50,867.65
	\$17.04	\$35,443.20	\$0.00	\$766.80	\$36,210.00	\$57.94	\$180.00	\$24.00	\$123.11	\$3,225.33	\$9,000.00	\$2,770.07	\$51,590.45	\$0.00	\$354.43	\$0.00	\$27.11	\$51,971.99
	\$17.17	\$35,713.60	\$0.00	\$772.65	\$36,486.25	\$58.38	\$180.00	\$24.00	\$124.05	\$3,249.94	\$9,000.00	\$2,791.20	\$51,913.82	\$0.00	\$357.14	\$0.00	\$27.32	\$52,298.27
	\$19.47	\$40,497.60	\$0.00	\$876.15	\$41,373.75	\$66.20	\$180.00	\$24.00	\$140.67	\$3,685.28	\$9,000.00	\$3,165.09	\$57,634.99	\$0.00	\$404.98	\$0.00	\$30.98	\$58,070.95
	\$22.10	\$45,968.00	\$0.00	\$994.50	\$46,962.50	\$75.14	\$180.00	\$24.00	\$159.67	\$4,183.09	\$9,000.00	\$3,592.63	\$64,177.03	\$0.00	\$459.68	\$0.00	\$35.17	\$64,671.88
	\$14.40	\$29,952.00	\$0.00	\$648.00	\$30,600.00	\$48.96	\$180.00	\$24.00	\$104.04	\$2,725.63	\$9,000.00	\$2,340.90	\$45,023.53	\$0.00	\$299.52	\$0.00	\$22.91	\$45,345.97
	\$24.04	\$50,003.20	\$0.00	\$1,081.80	\$51,085.00	\$81.74	\$180.00	\$24.00	\$171.00	\$4,550.29	\$9,000.00	\$3,908.00	\$69,000.03	\$0.00	\$500.03	\$0.00	\$38.25	\$69,538.31
	\$13.44	\$27,955.20	\$0.00	\$604.80	\$28,560.00	\$45.70	\$180.00	\$24.00	\$97.10	\$2,543.92	\$9,000.00	\$2,184.84	\$42,635.56	\$0.00	\$279.55	\$0.00	\$21.39	\$42,936.50
	\$23.35	\$48,568.00	\$0.00	\$1,050.75	\$49,618.75	\$79.39	\$180.00	\$24.00	\$168.70	\$4,419.69	\$9,000.00	\$3,795.83	\$67,286.37	\$0.00	\$485.68	\$0.00	\$37.15	\$67,809.20
	\$37.25	\$77,480.00	\$0.00	\$1,676.25	\$79,156.25	\$2,414.27	\$180.00	\$24.00	\$171.00	\$7,050.68	\$9,000.00	\$6,055.45	\$104,051.65	\$0.00	\$774.80	\$0.00	\$59.27	\$104,885.72
	\$15.48	\$32,198.40	\$0.00	\$696.60	\$32,895.00	\$1,003.30	\$180.00	\$24.00	\$111.84	\$2,930.05	\$9,000.00	\$2,516.47	\$48,660.66	\$0.00	\$321.98	\$0.00	\$24.63	\$49,007.28
	\$24.20	\$50,336.00	\$0.00	\$1,089.00	\$51,425.00	\$1,568.46	\$180.00	\$24.00	\$171.00	\$4,580.58	\$9,000.00	\$3,934.01	\$70,883.05	\$0.00	\$503.36	\$0.00	\$38.51	\$71,424.92
	\$23.67	\$49,233.60	\$0.00	\$1,065.15	\$50,298.75	\$1,534.11	\$180.00	\$24.00	\$171.00	\$4,480.26	\$9,000.00	\$3,847.85	\$69,535.97	\$0.00	\$492.34	\$0.00	\$37.66	\$70,065.97
	\$19.43	\$40,414.40	\$0.00	\$874.35	\$41,288.75	\$1,259.31	\$180.00	\$24.00	\$140.38	\$3,677.71	\$9,000.00	\$3,158.59	\$58,728.74	\$0.00	\$404.14	\$0.00	\$30.92	\$59,163.80
	\$16.83	\$35,006.40	\$0.00	\$757.35	\$35,763.75	\$1,090.79	\$180.00	\$24.00	\$121.60	\$3,185.58	\$9,000.00	\$2,735.93	\$52,101.65	\$0.00	\$350.06	\$0.00	\$26.78	\$52,478.49
	\$18.02	\$37,481.60	\$0.00	\$810.90	\$38,292.50	\$1,167.92	\$180.00	\$24.00	\$130.19	\$3,410.83	\$9,000.00	\$2,929.38	\$55,134.82	\$0.00	\$374.82	\$0.00	\$28.67	\$55,538.31
	\$16.83	\$35,006.40	\$0.00	\$757.35	\$35,763.75	\$1,090.79	\$180.00	\$24.00	\$121.60	\$3,185.58	\$9,000.00	\$2,735.93	\$52,101.65	\$0.00	\$350.06	\$0.00	\$26.78	\$52,478.49
	\$16.83	\$35,006.40	\$0.00	\$757.35	\$35,763.75	\$1,090.79	\$180.00	\$24.00	\$121.60	\$3,185.58	\$9,000.00	\$2,735.93	\$52,101.65	\$0.00	\$350.06	\$0.00	\$26.78	\$52,478.49
	\$16.83	\$35,006.40	\$0.00	\$757.35	\$35,763.75	\$1,090.79	\$180.00	\$24.00	\$121.60	\$3,185.58	\$9,000.00	\$2,735.93	\$52,101.65	\$0.00	\$350.06	\$0.00	\$26.78	\$52,478.49
	\$17.34	\$36,067.20	\$0.00	\$780.30	\$36,847.50	\$1,123.85	\$180.00	\$24.00	\$125.28	\$3,282.12	\$9,000.00	\$2,818.83	\$53,401.58	\$0.00	\$360.67	\$0.00	\$27.59	\$53,789.84
	\$17.16	\$35,692.80	\$0.00	\$772.20	\$36,465.00	\$1,112.18	\$180.00	\$24.00	\$123.98	\$3,248.04	\$9,000.00	\$2,789.57	\$52,942.78	\$0.00	\$356.93	\$0.00	\$27.30	\$53,327.01
	\$30.51	\$63,460.80	\$0.00	\$1,372.95	\$64,833.75	\$1,977.43	\$180.00	\$24.00	\$171.00	\$5,774.93	\$9,000.00	\$4,959.78	\$86,920.89	\$0.00	\$634.61	\$0.00	\$48.55	\$87,604.05
	\$16.83	\$35,006.40	\$0.00	\$757.35	\$35,763.75	\$1,090.79	\$180.00	\$24.00	\$121.60	\$3,185.58	\$9,000.00	\$2,735.93	\$52,101.65	\$0.00	\$350.06	\$0.00	\$26.78	\$52,478.49
	\$17.59	\$36,587.20	\$0.00	\$791.55	\$37,378.75	\$1,140.05	\$180.00	\$24.00	\$127.09	\$3,329.44	\$9,000.00	\$2,859.47	\$54,038.80	\$0.00	\$365.87	\$0.00	\$27.99	\$54,432.66
	\$21.36	\$44,428.80	\$0.00	\$961.20	\$45,390.00	\$1,384.40	\$180.00	\$24.00	\$154.33	\$4,043.02	\$9,000.00	\$3,472.34	\$63,648.08	\$0.00	\$444.29	\$0.00	\$33.99	\$64,126.35
	\$24.26	\$50,460.80	\$0.00	\$1,091.70	\$51,552.50	\$1,572.35	\$180.00	\$24.00	\$171.00	\$4,591.93	\$9,000.00	\$3,943.77	\$71,035.55	\$0.00	\$504.61	\$0.00	\$38.60	\$71,578.76
	\$27.54	\$57,283.20	\$0.00	\$1,239.30	\$58,522.50	\$1,784.94	\$180.00	\$24.00	\$171.00	\$5,212.77	\$9,000.00	\$4,476.97	\$79,372.18	\$0.00	\$572.83	\$0.00	\$43.82	\$79,988.83



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 25

OCTOBER 20, 2022

**PUBLIC COMMENTS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 26

OCTOBER 20, 2022

**ITEMS FROM THE ATTORNEY**

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 27

OCTOBER 20, 2022

### ITEMS FROM THE EXECUTIVE DIRECTOR

#### Southwest Wastewater Service Area

- Project 1 Design of the pump station & force main
  - Master Pump Station (MPS)
    - MPS Construction – construction slated to begin Sep 26, 2022
      - Notice to Proceed: February 20, 2022
      - Substantial: February 19, 2023 (365 calendar days)
      - Final: April 20, 2023 (425 calendar days)
  - Master Force Main (MFM)
    - MFM Construction – Under construction
      - Notice to Proceed: May 23, 2022
      - Substantial: December 19, 2022 (210 calendar days)
      - Final: January 18, 2023 (240 calendar days)
  - Force Main SE2 Interconnect
    - Anticipated bid advertisement Fall 2022
- Project 2 Collection System
  - Anticipated bid advertisement late Fall 2022
- Project 3 Okee-Tantie
  - Anticipated bid advertisement Spring 2023

#### Pine Ridge Park Utility Improvements

- Bid opening date was April 11, 2022
- Notice of Award issued May 19, 2022
- Notice to Proceed issued June 21, 2022
  - Substantial Completion August 19, 2023 (425 calendar days from issuance NTP)
  - Final Completion September 18, 2023 (455 calendar days from issuance NTP)

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

- Design at 90%

#### Orange Loop BHR Gravity Collection System Improvements

- Project under construction

#### NW 5<sup>th</sup> Street Gravity Collection System Improvements

- Project under construction

#### US441SE Water Main Extension

- Early design stage

#### Treasure Island Septic to Sewer Project

- Engineering Agreement due November 2022

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 28

OCTOBER 20, 2022

**ITEMS FROM THE BOARD**

- Monthly Meeting Dte