

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
DECEMBER 13, 2021
9:00 A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Agenda Additions or Deletions
3. Meeting Minutes from November 8, 2021
4. Employee Recognition
5. **Consent Agenda**
 6. Finance Report
 7. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part D)
 8. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
 9. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Sewer
 10. Invoice Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B And C)
 11. Invoices from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvement
 12. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
 13. 2022 OUA Board of Director’s Meeting
 14. 2022 OUA Holidays

15. First Baptist Church Sewer Line Replacement
16. Oak Lake Estates Final
17. Okee-Tantie Engineering Proposal
18. CAS Governmental Services Annual Contract
19. OUA Interlocal Agreement
20. OUA Interlocal Agreement Legal Fees
21. Public Comments
22. Items from the Attorney
23. Items from the Executive Director
24. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

DECEMBER 13, 2021

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD

January 10, 2022 – 9:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Saturday, December 24, 2021 – Christmas Eve

Sunday – December 25, 2021 – Christmas Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

DECEMBER 13, 2021

MEETING MINUTES

Attached are copies of the minutes of the meetings held on November 8, 2021.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from November 8, 2021 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Monday, November 8, 2021 8:30 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Creasman called the meeting to order at 9:00 A.M.

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

Board Members:

Melanie Anderson*

John Creasman*

Tabitha Trent*

Alternates:

Jeff Fadley**

Harry Moldenhauer

Absent:

Tommy Clay

Glenn Sneider

Steve Nelson

*Voting Board Members

**Voting in either Tommy Clay or Steve Nelson's Absence

OUA Members:

John Hayford

George Gall

Tom Conely

Michelle Willoughby

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

Chairperson Creasman addressed Agenda Item No. 2 'Meeting Minutes from October 11, 2021. Motion by Jeff Fadley to approve the Meeting Minutes from October 11, 2021 as presented. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 3 'Consent Agenda' Motion by Tabitha Trent to approve the Consent Agenda as presented:

Consent Agenda Item No. 4 'Finance Report for the period ending October 11, 2021

Consent Agenda Item No. 5 'Invoice from Holtz Consulting Engineers, Inc. – FDOT Water Main Replacement US441SE in the amount of \$785.50'

Consent Agenda Item No. 6 'Invoices from Thorn Run Partners in the amount of \$3,500.00 and \$3,500.00'

Consent Agenda Item No. 7 'Invoice from MacVicar Consulting, Inc. in the amount of \$250.00'

Second by Jeff Fadley. Vote Unanimous (4-0), motion carried. Steve Nelson in at 9:03 A.M. Jeff Fadley to vote for Tommy Clay.

Chairperson Creasman addressed Agenda Item No. 8 'US 441SE Water Main Adjustment' Executive Director Hayford discussed that this project involved the replacement of some existing 6-Inch water main installed in the FDOT right-of-way. The FDOT has a drainage project in which was

in the existing OUA water main was in the way of the new drainage piping. The OUA was tasked with moving the water main out of the way. The work has been successfully completed. Executive Director Hayford discussed Change Order No. 1 which deletes unused work elements in the contract. Change Order No. 1 deletes \$30,400.00 from the original contracted price. **Motion by Jeff Fadley to approve Change Order No. 1 deleting \$30,400.00. Second by Melanie Anderson Vote unanimous (5-0), motion carried.**

Executive Director Hayford reviewed the Final pay application for this project. Pay Application No. 2 includes the last completed elements of the work as well as retainage. **Motion by Jeff Fadley to approve Pay Application No. 2 in the amount of \$10,393.50 to Hinterland Group. Second by Melanie Anderson Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 9 ‘Connors Gables Engineering Proposal’ Executive Director Hayford discusses the water main project that had been approved for SE 8th Street. The scope of work proposed for this project will require public bidding of the construction work. Holtz Consulting Engineers, Inc. was asked to modify their work product utilized on the successful US441SE Water Main Adjustment project and prepare a scope of work and fee schedule for the Connors Gables project. It is intended to use much of the same project specification manual and standard plan details from the US441 project for this project. Executive Director Hayford provided the scope of work (SOW) and fee schedule for the SE 8th Street project in Connors Gables. The SOW includes preparation of plans and specifications. The OUA will permit the project, bidding services, provide construction services and project closeout. **Motion by Tabitha Trent to approve accept the proposal from Holtz Engineering, Inc. in the amount of \$14,840.00 and authorize the execution of the proposal by OUA staff. Second by Jeff Fadley Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 10 ‘NW 5th Street Gravity Sewer’ Executive Director Hayford discusses that Okeechobee County is finalizing the design of some new buildings at the County Jail. One element of the design is wastewater disposal. During the design process wastewater flows were projected to go east towards the OUA owned NAPA lift station. However, this station has limited pump capacity and storage and could not reasonably accept the new proposed flow from the new jail complex. The design teams looked at sending the flow to the west, and ultimately, to a different wastewater lift station. However, the nearest existing OUA facility was on NW 5th Street and just west of NW 9th Avenue. OUA staff teamed with S.L. Dobbs Engineering LLC, the site engineer for the jail, to conduct a preliminary assessment/feasibility to determine whether or not existing piping facilities could be utilized. Executive Director further discusses that there were two options that were evaluated. Option A: the sanitary force main from the jail complex would discharge in to the manhole and has a potential lower capital cost. However, there may be some sewer gases released from the force main that may be cause for nearby residents to experience sewer odors on occasion. It will supply limited customer expansion capability. Option B: the gravity sewer would be extended eastward approximately 250 feet and the force main could terminate at that point. This option has a higher capital cost. However, it will allow for easier connection from the undeveloped parcels on the eastside of NW 9th Avenue. A very preliminary cost estimate provides a range of cost for 250LF of 8” gravity sewer from \$45,000 to \$60,000. The OUA might recover some of this cost from the property owner when development occurs. There was a brief discussion

regarding the options presented. **Motion by Jeff Fadley to approve Option B extending the gravity sewer eastward. Second by Steve Nelson Vote unanimous (5-0), motion carried.**

Executive Director Hayford discusses that Steven L. Dobbs Engineering, LLC submitted a proposal with the scope of work and fee schedule. Also included is a preliminary plan view of the proposed wastewater piping. **Motion by Tabitha Trent to accept the proposal from Steve L. Dobbs Engineering, LLC and authorize the execution of the proposal by OUA staff. Second by Steve Nelson Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 11 'NW 26th Avenue WM Update' Executive Director Hayford discusses that letters were sent to five homeowners. The letters contained the cost to connect (\$674.00), payment methods and a return/self-addressed, stamped envelope for them to respond as to interest in the project. As of the date of the meeting, there have been no responses. There was a brief discussion. **Motion by Jeff Fadley to table this agenda item until the December 13, 2021 Board Meeting. Second by Steve Nelson Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 12 'NW 16th Avenue WM Update' Executive Director Hayford informs the board that multiple residents have contacted the OUA concerning water main service on NW 16th Avenue. OUA staff mailed thirteen letters to property owners providing connection fees, methods of payment and a return envelope to respond. The OUA has received five positive letters back. Executive Director Hayford discussed the preliminary cost estimate (\$41,665.00) for the proposed piping system. **Motion by Jeff Fadley to approve \$41,665.00. Second by Steve Nelson Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 13 'State Delegation Hearing' Executive Director Hayford reviewed discussed the State Delegation Hearing scheduled for November 9, 2021 and items of discussion for that meeting. **Motion by Steve Nelson that Executive Director John Hayford is to represent the OUA in the absence of John Creasman. Second by Jeff Fadley Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 14 'Approval of Board of County Commissioners Invoice' Executive Director Hayford discussed that the Board of County Commissioners (BOCC) and City of Okeechobee Council (City) initiated a review committee to look at possible changes to the OUA Interlocal Agreement. The review committee was made up of two members from the BOCC and City. The OUA was asked to have two OUA Board members present for discussion purposes, but they were not allowed to vote on any actionable items. Executive Director Hayford informs the Board that the OUA received a billing from the BOCC for a one third share of the invoice from a professional law firm that provided for a legal review/opinion on a determination of whether or not an elected official could be appointed to the OUA Board. This agenda item is to make the OUA Board aware of the billing and that the OUA Board approves of payment. There was a brief discussion regarding this agenda item. **Motion by Jeff Fadley to pay no portion of the bill. Second by Melanie Anderson Vote unanimous (5-0), motion carried.**

There was further discussion regarding this topic between. **Motion by Jeff Fadley to reconsider**

decision not to pay in the future provided that OUA is furnished with supporting information, attorney opinion and meeting minutes were there was discussion regarding cost sharing of attorney fees. Second by Steve Nelson Vote unanimous (5-0), motion carried.

Chairperson Creasman addressed Agenda Item No. 15 ‘Chamber of Commerce Water Billing’ Executive Director Hayford discusses that during the late Spring 2021 (May), the City of Okeechobee did some outside improvements to the city building currently used by the Chamber of Commerce. One of the improvements was landscaping to include plants and sod. At the completion of this work, an irrigation system was connected to the OUA water supply for the building. The monthly utility bill paid by the Chamber went from \$25 to \$40 (<1,000 gallons per month) range to \$78.03 ((8,793 gallons) the first month, then to \$220.95 (30,447 gallons) up to \$621.60 (91,151 gallons). The Chamber has paid these bills. During this time, the Chamber had plumbers look for leaks, City employees to look for possible leaks outside, all to no avail. It kept coming back to the landscape watering which was disconnected from the OUA water supply. Since the irrigation has been discontinued, their utility bills have been reduced dramatically. Executive Director Hayford discusses two options that were asked of the OUA. There was a brief discussion regarding this agenda item and no action taken.

Chairperson Creasman addressed Agenda Item No. 16 ‘Public Comments’ There were none

Chairperson Creasman addressed Agenda Item No. 17 ‘Items from the Attorney’ There were none

Chairperson Creasman addressed Agenda Item No. 18 ‘Items from the Executive Director’ Executive Director Hayford gave an update on current projects.

Executive Director Hayford discussed two proposed dates of December 9, 2021 and December 16, 2021 for the OUA Christmas Dinner. December 9th was decided.

Executive Director Hayford advised the board that there is a provision in the FY22 Budget to provide employee bonuses and it was requested that the board approve the distribution at the Christmas Dinner. **Motion by Melanie Anderson to approve distribution of the Employee Bonus at the Christmas Dinner on December 9, 2021. Second by Steve Nelson. Vote unanimous (5-0), motion carried.**

Chairperson Creasman addressed Agenda Item No. 19 ‘Items from the Board’ There were none

There being no other business, meeting adjourned at 9:56 A.M.

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

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

DECEMBER 13, 2021

EMPLOYEE RECOGNITION

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

Brian E. Vick 20 Years

Drew Silvas 30 Years

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

DECEMBER 13, 2021

CONSENT AGENDA

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

Agenda

6. Finance Report
7. Invoice Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part D)
8. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
9. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Sewer
10. Invoice Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B And C)
11. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvement
12. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
13. 2022 OUA Board of Director's Meeting
14. 2022 OUA Holidays

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

DECEMBER 13, 2021

CONSENT AGENDA

FINANCE REPORT

Attached for your review is a copy of the Finance Report for the period ending November 30, 2021.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2022

As of The Period Ending November 30, 2021

OKEECHOBEE UTILITY AUTHORITY
TABLE OF CONTENTS

Executive Summary	Page 1
Finance Report for: The Period Ending November 30, 2021	Page 2
Graphs:	
Operating Revenue Comparison- YTD Actual vs Budget	Page 3
Operating Expenses Comparison- YTD Actual vs Budget	Page 3
Operating Activity Comparisons:	
Revenue-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 4
Graph-Current Year vs 4 Year Weighted Average YTD	Page 5
Graph-Water Revenue FY16-FY21 & FY22 YTD	Page 6
Graph-Sewer Revenue FY16-FY21 & FY22 YTD	Page 7
Expenses-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 8
Graph-Current Year vs 4 Year Weighted Average YTD	Page 9
Graph Operating Expenses FY16-FY21 & FY22 YTD	Page 10
Graph Non Operating Expenses FY16-FY21 & FY22 YTD	Page 11
Comparative Statement of Cash Flows: 9.30.21 & 11.30.21	Page 12
Balance Sheet as of November 30, 2021	Pages 13-14
Pie Graph of Major Balance Sheet Items	Page 15
Detail of Other Operating Revenue	Page 16

Okeechobee Utility Authority
Executive Summary
Prepared by Finance Director

The accompanying Finance Report is for the first two months of FY2022. It is presented for your review and information. There may be invoices received at a later date that when paid, may change these results.

For the first two months of fiscal year 2022, actual YTD operating revenues on an accrual basis are \$1,932,264 which is \$64,894 greater than the budgeted operating revenues. YTD operating expenses that have been paid are \$856,789, which is \$473,642 lower than operating expenses budgeted on an accrual basis. Restricted revenues are \$16,788 greater than budget. Based on this limited data, there is a positive budget variance for net operating income for the first two months of fiscal year 2022.

**OKEECHOBEE UTILITY AUTHORITY
BUDGET SUMMARY COMPARISON**

	Operating Revenues			Operating Expenses			Cumulative YTD Operating Budget Variance	Restricted Revenues			Cumulative YTD Restricted Budget Variance
	Actual YTD	Budget YTD	% Variance	Actual YTD	Budget YTD	% Variance		Actual YTD	Budget YTD	% Variance	
Oct-20	952,107	933,685	2.0%	304,448	665,215	54.2%	379,189	16,943	10,239	65.5%	6,704
Nov-20	1,932,264	1,867,370	3.5%	856,789	1,330,431	35.6%	538,536	37,265	20,478	82.0%	16,788
Dec-20											
Jan-21											
Feb-21											
Mar-21											
Apr-21											
May-21											
Jun-21											
Jul-21											
Aug-21											
Sep-21											

Utility billing accounts receivable over 90 days past due increased \$23,805 to \$111,80 from November 30, 2020 to November 30, 2021.

If you have any questions, please contact me.

Respectfully,



George Gall

Okeechobee Utility Authority
FY 2022 Finance Report for November 30, 2021
The Period Ending

OPERATING REVENUE FUND

	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE RECEIVED:				
Water	\$ 1,163,002	\$ 1,113,907	\$ 49,095	4.4%
Sewer	\$ 703,448	690,286	13,162	1.9%
Other Operating Revenue (see detail on page 16)	\$ 63,522	59,817	3,705	6.2%
Interest Income-non restricted	\$ 2,292	3,360	(1,068)	-31.8%
Total Operating Revenue Received	<u>\$ 1,932,264</u>	<u>\$ 1,867,370</u>	<u>\$ 64,894</u>	<u>3.5%</u>
OPERATING EXPENSES				
Water	\$ 165,273	\$ 282,014	\$ 116,741	41.4%
Wastewater	\$ 132,105	189,850	57,745	30.4%
Meter Readers	\$ 34,263	46,257	11,994	25.9%
Maintenance	\$ 283,208	408,266	125,058	30.6%
Administration Operating	\$ 147,768	226,097	78,329	34.6%
General & Admin.	\$ 94,171	152,947	58,775	38.4%
Contingency Expense	\$ -	25,000	25,000	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 856,789</u>	<u>\$ 1,330,431</u>	<u>\$ 473,642</u>	<u>35.6%</u>
Net Operating Income	<u>\$ 1,075,475</u>	<u>\$ 536,940</u>	<u>\$ 538,536</u>	<u>100.3%</u>

RESTRICTED REVENUE FUNDS

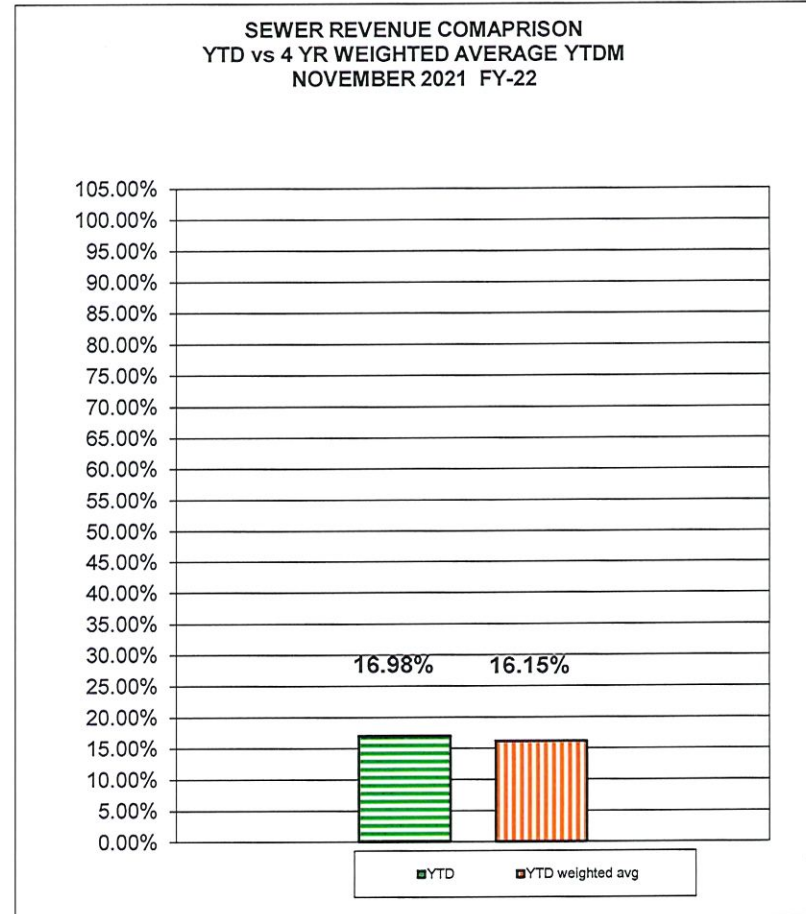
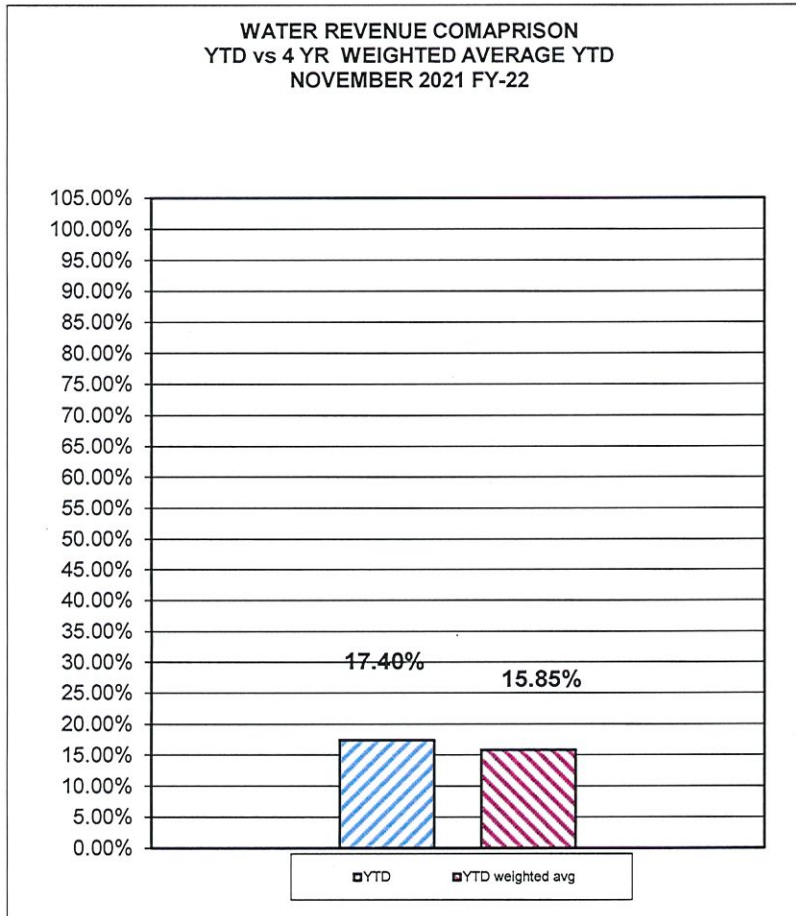
RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 15,275	\$ 14,540	\$ 735	5.1%
Water CC Fees (infill)	\$ 11,259	1,738	9,522	548.0%
WW CC Fees (infill)	\$ 9,210	1,620	7,590	468.5%
Interest Income-restricted	\$ 1,521	2,580	(1,059)	-41.0%
TOTAL RESTRICTED REVENUE (1) (2)	<u>\$ 37,265</u>	<u>\$ 20,478</u>	<u>\$ 16,788</u>	<u>82.0%</u>
NET OPERATING INCOME & RESTRICTED REVENUE	<u>\$ 1,112,741</u>	<u>\$ 557,417</u>	<u>\$ 555,323</u>	<u>99.6%</u>

NOTES: Above Revenue and Expense does not include the following:	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$0	\$7,004,674	(7,004,674)
(2) Contributed capital of:	\$0	\$0	0
(3) Debt service interest expense	\$59,476	\$356,854	297,378
(4) Debt service principal payments of:	\$0	#REF!	#REF!
(5) Non-cash depreciation & amortization of:	\$444,517	\$2,712,600	2,268,083
(6) Net Construction In Progress (CIP) Expenditures of:	\$39,687		
Net Cash Used	<u>\$99,162</u>		

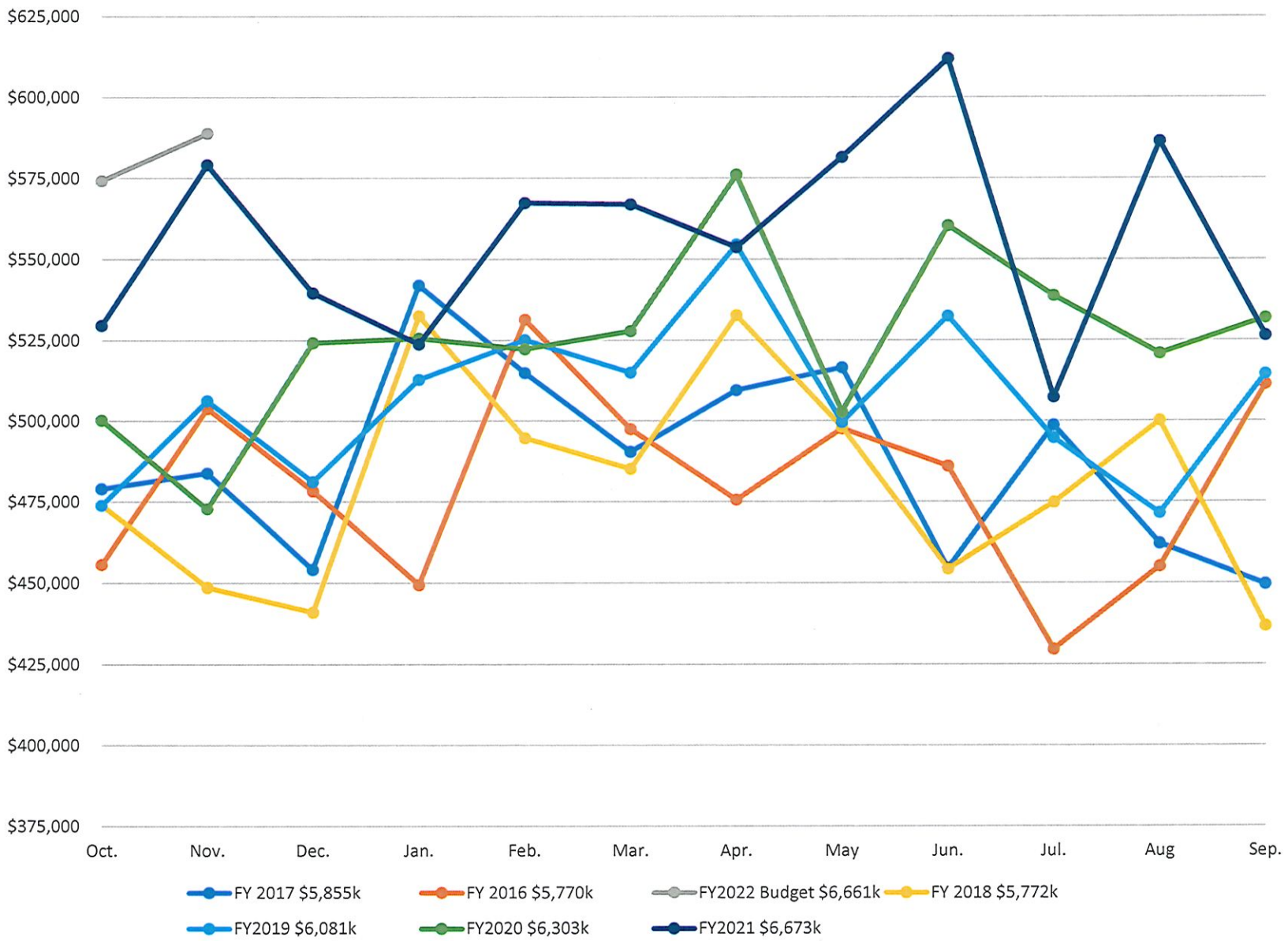
**Current FY-22 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)**

WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budget Water Revenue	4 Yr Weighted Average %
Period	YTD	\$ 6,353,369	\$6,683,443		
Oct.	574,183	574,183	\$ 70,168	8.59%	7.97%
Nov.	588,819	1,163,002	\$ 69,267	17.40%	15.85%
Dec.					23.85%
Jan.					32.49%
Feb.					40.99%
Mar.					49.40%
Apr.					58.50%
May					66.77%
Jun.					75.30%
Jul.					83.66%
Aug.					91.81%
Sep.					100.00%
SEWER UTILITY REVENUE:			\$ 3,918,848	\$4,141,713	
Oct.	\$ 345,403	345,403	\$ 27,060	8.34%	8.17%
Nov.	\$ 358,045	703,448	\$ 30,170	16.98%	16.15%
Dec.					24.43%
Jan.					33.12%
Feb.					41.82%
Mar.					50.30%
Apr.					59.36%
May					67.28%
Jun.					75.59%
Jul.					83.89%
Aug.					91.83%
Sep.					100.00%

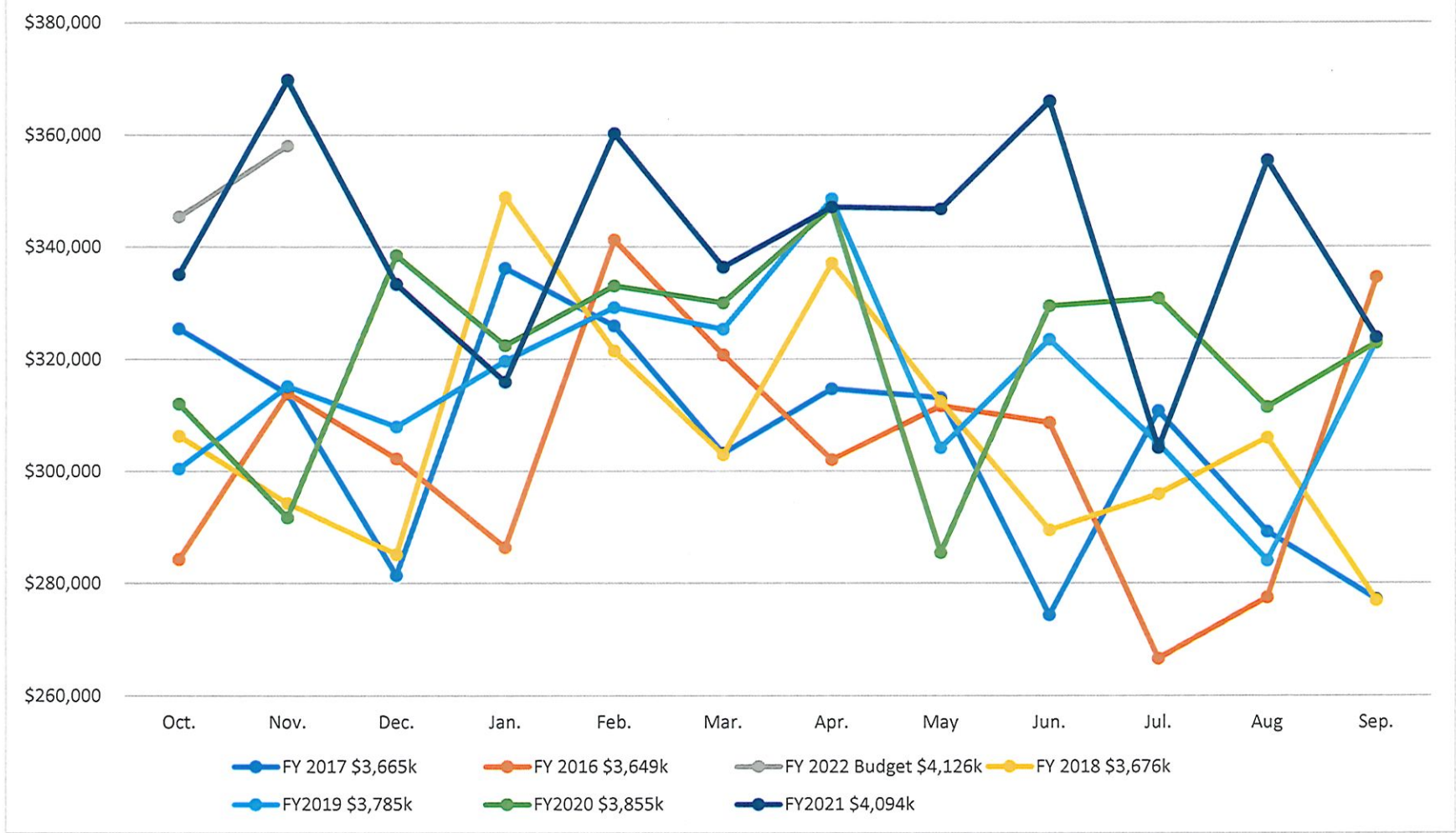
WATER AND SEWER REVENUE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

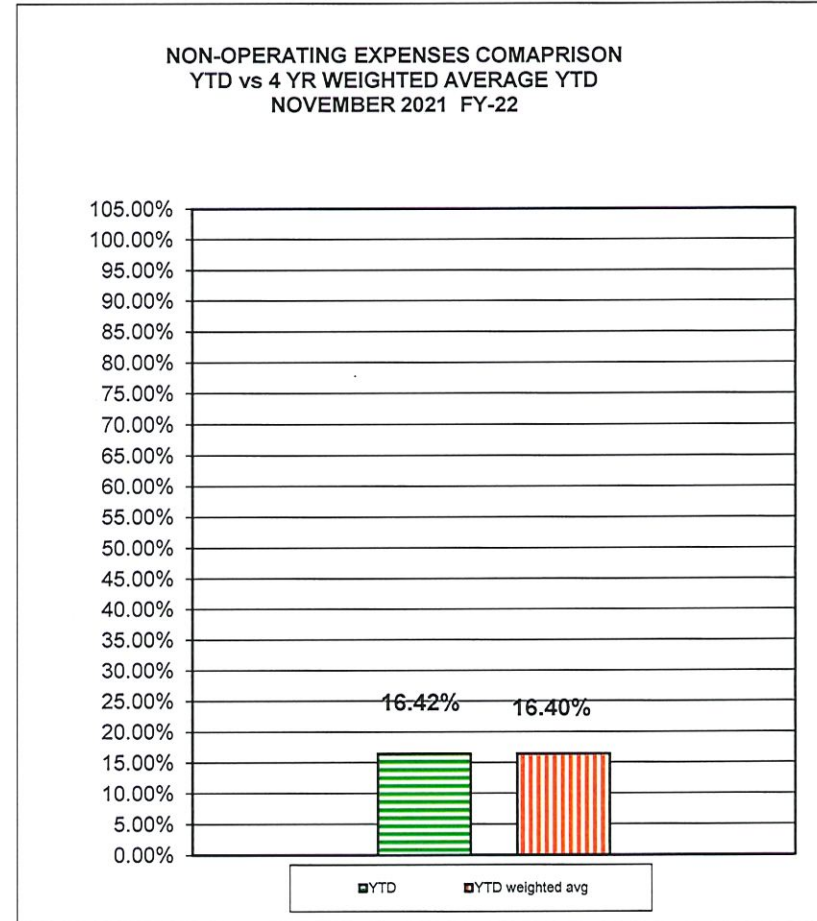
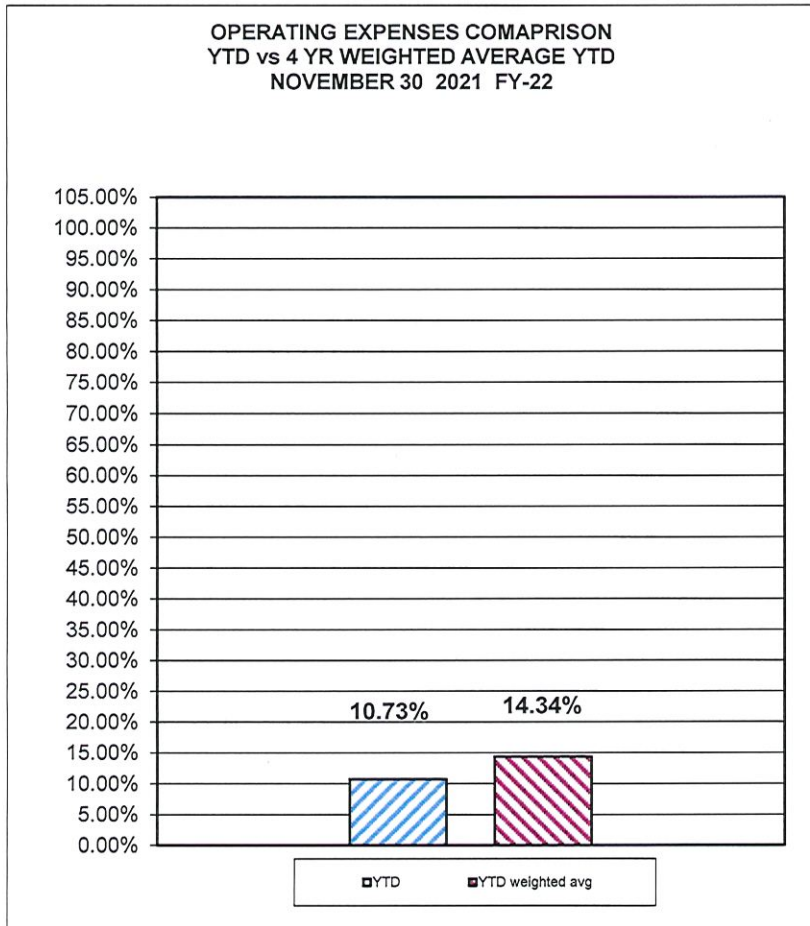


**Current FY-22 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

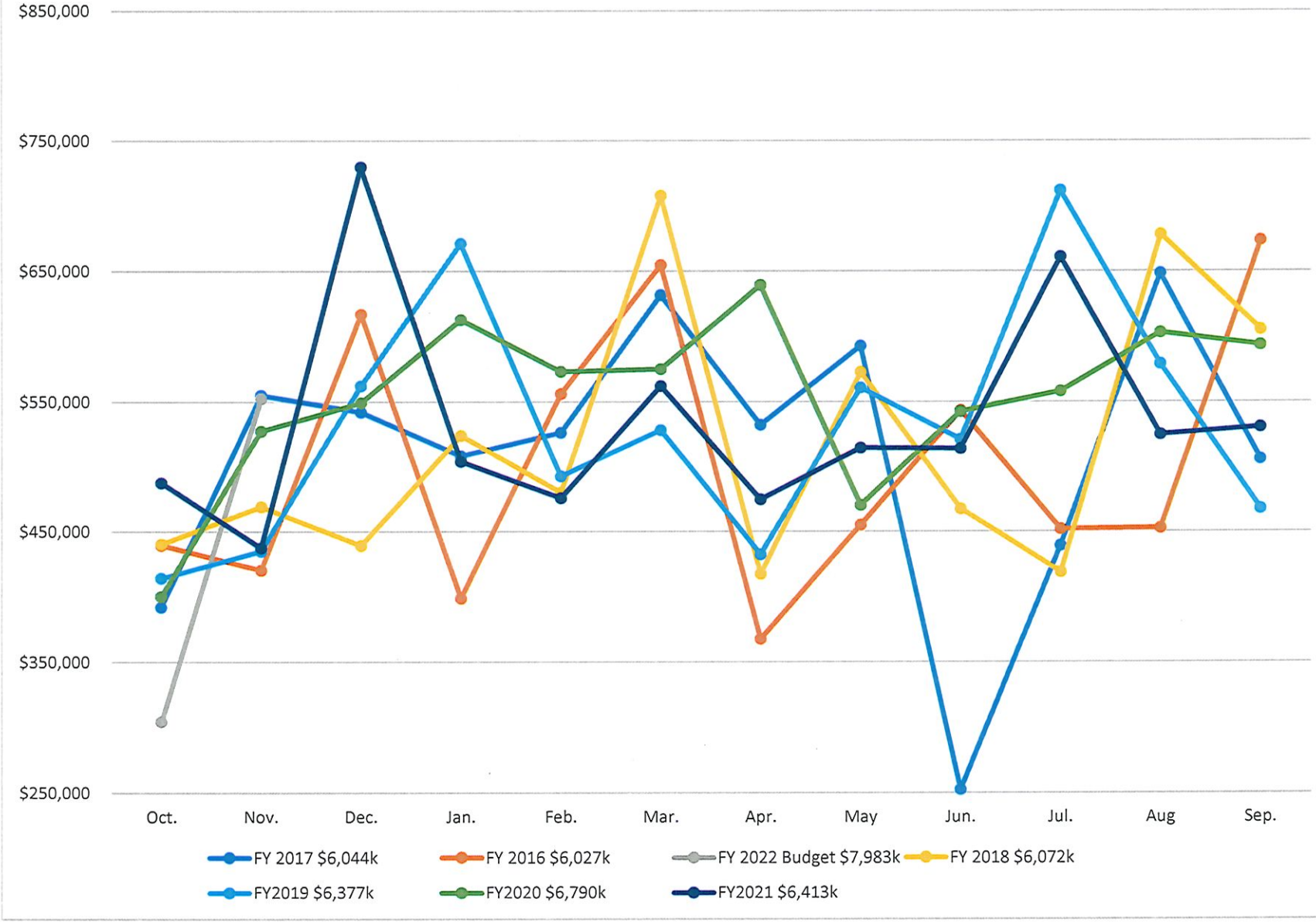
OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted Average
Period	YTD		From 4 Year Weighted Avg of	Operating Exp.	
			\$ 6,484,908	\$7,982,583	
Oct.	\$ 304,448	\$ 304,448	\$ (137,422)	3.81%	6.78%
Nov.	\$ 552,341	\$ 856,789	\$ 85,300	10.73%	14.34%
Dec.					22.82%
Jan.					31.94%
Feb.					40.05%
Mar.					50.00%
Apr.					57.12%
May					66.16%
Jun.					73.46%
Jul.					82.17%
Aug.					92.02%
Sep.					100.00%

NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	
Period	YTD		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	\$ (2,593)	16.42%	16.40%
Dec.					24.70%
Jan.					32.99%
Feb.					41.20%
Mar.					49.42%
Apr.					57.60%
May					65.74%
Jun.					74.08%
Jul.					82.41%
Aug.					90.72%
Sep.					100.00%

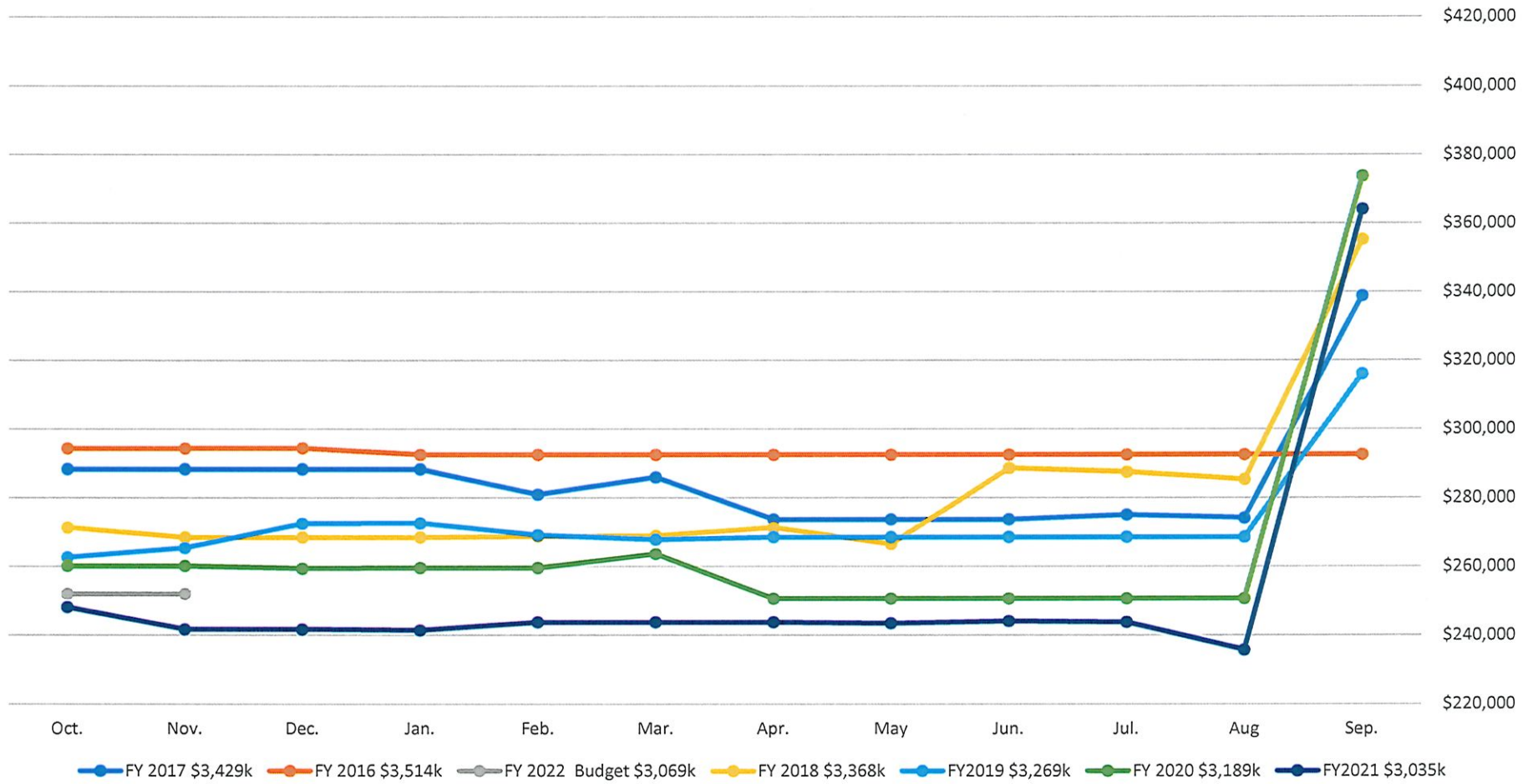
OPERATING AND NON-OPERATING EXPENSE COMPARISON YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	B	T	AB	AC	AD
85	Okeechobee Utility Authority		OUA prepared		OUA prepared
86	Statement of Cash Flows				
87	Basis of Accounting		Accrual Basis for Revenues		Accrual Basis for Revenues
88			Accrual Basis for Expenses		Cash Basis for Expenses
89					
90			Sept 30, 2021		November 30, 2021
91			12 Months		2 Months
92					
93	Cash Flows from Operations				
94	Operating Income		2,021,220		628,667
95	Depreciation & Amortization		2,630,853		444,517
96	Increase (decrease) in cash from changes in accounts receivable		89,839		355,100
97	Increase (decrease) in cash from changes in accounts payable		15,521		(368,830)
98	Increase (decrease) in cash from changes in other assets		111,258		(320,714)
99	Increase (decrease) in cash from changes in other liabilities		14,853		94,212
100	Cash provided (used) by operations		4,883,544		832,951
101					
102	Cash Flows from Nonoperating Revenues/Expenses				
103	Capital connection fees		317,946		35,744
104	Interest revenue		47,913		3,813
105	Debt issuance costs		0		0
106	Interest expense		(523,113)		(59,476)
107	Cash provided (used) by nonoperating activities		(157,254)		(19,918)
108					
109	Cash Flows from Capital and Financing Activities				
110	Purchase of equipment, computer hardware, technology equipment & contributed capital assets		(471,974)		(22,988)
111	Construction in progress		(2,551,029)		(39,686)
112	Acquisition of land, easements and related costs		(34,500)		(32,682)
113	Sale of land and equipment		29,501		-
114	Gain (Loss) on sale of land and equipment		37,022		-
115	Bond principal payments		(2,028,142)		-
116	Grant revenue & FEMA reimbursement		1,023,033		-
117	Capital contributions from developers		78,020		-
118	Cash provided (used) by capital / financing activities		(3,918,069)		(95,356)
119					
120	Net increase (decrease) in cash and investments		808,221		717,677
121	This unaudited cash flow statement is subject to adjustments.				
122	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
11/30/2021

ASSETS

CURRENT ASSETS

Cash and cash equivalents		\$	2,062,427.47
Unrestricted assets:			
Investments			0.00
Interest receivable			0.00
Grants receivable			
Restricted assets:			
Cash and cash equivalents			8,666,479.15
Investments			0.00
Interest receivable			0.00
Receivables:			
Accounts receivable			1,624,820.19
less allowance for uncollectible accounts			-179,774.42
Inventories			597,044.53
Prepaid Expenses			360,251.37
Total current assets			<u><u>13,131,248.29</u></u>

NONCURRENT ASSETS

Capital assets:

Land			2,810,505.11
Utility plants, buildings and equipment			106,494,675.05
			<u>109,305,180.16</u>
Less accumulated depreciation			-49,327,851.14
			<u>59,977,329.02</u>
Construction in progress			2,909,981.12
Total capital assets			<u><u>62,887,310.14</u></u>

Other Assets:

Net Pension Asset			286,195.00
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Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid			206,267.00
Deferred loss on bond refunding, net			553,788.00
Total Deferred charges:			<u>760,055.00</u>

Total noncurrent assets			<u><u>63,933,560.14</u></u>
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TOTAL ASSETS		\$	<u><u>77,064,808.43</u></u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	176,114.14
Accrued expenses		92,218.25
Due to other governments		36,870.25
Bonds payable (current)		2,073,095.68
Accrued compensated absences (current)		282,290.95

Payable from restricted assets		
Accrued interest		63,165.08
Customer Deposits		655,734.57

Total current liabilities		<u>3,379,488.92</u>
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NONCURRENT LIABILITIES

Long-term portion of bonds payable, net		16,922,603.84
Accrued OPEB payable		45,523.00
Net Pension Liability and Deferred Pension Inflow		571,809.00
Unearned revenues:		

Developer agreements		424,402.36
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Total noncurrent liabilities		<u>17,964,338.20</u>
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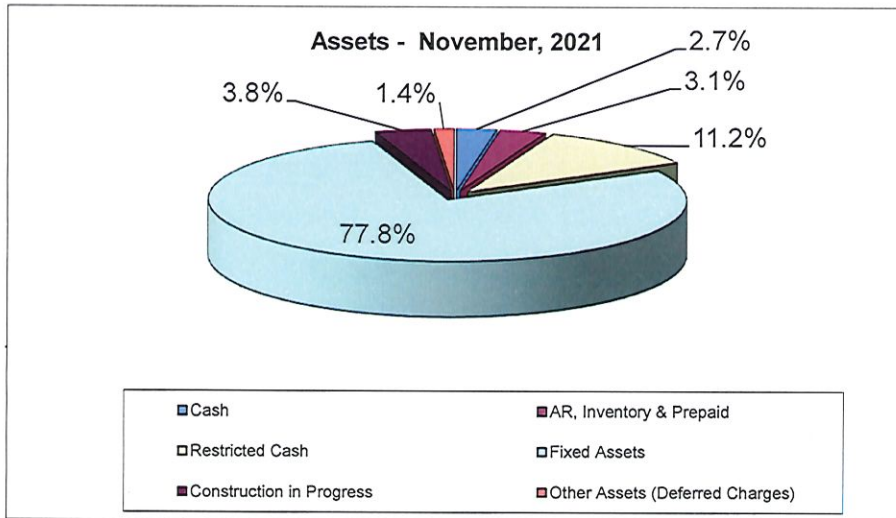
TOTAL LIABILITIES		<u>21,343,827.12</u>
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NET POSITION

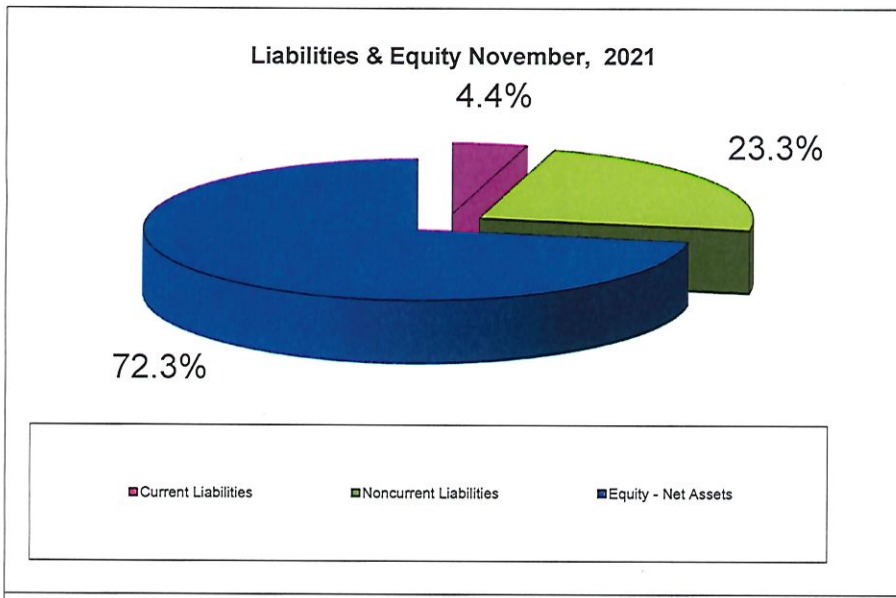
Invested in capital assets, net of related debt		42,498,667.00
Restricted for capital projects		2,168,736.00
Restricted for debt service		99,091.00
Restricted for Rate Stabilization		1,890,225.00
Restricted for Pension Benefits		286,195.00
Unrestricted		8,169,319.01
YTD Surplus of Revenue over Expenses		608,748.30

Total net position		<u>55,720,981.31</u>
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TOTAL LIABILITIES AND NET POSITION	\$	<u>77,064,808.43</u>
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Cash	2,062,427	2.7%
AR, Inventory & Prepaid	2,402,342	3.1%
Restricted Cash	8,666,479	11.2%
Fixed Assets	59,977,329	77.8%
Construction in Progress	2,909,981	3.8%
Other Assets (Deferred Charges)	1,046,250	1.4%
Total Assets	77,064,808	



Current Liabilities	3,379,489	4.4%
Noncurrent Liabilities	17,964,338	23.3%
Equity - Net Assets	55,720,981	72.3%
Total Liab & Equity	77,064,808	

Okeechobee Utility Authority
 Detail of November 30, 2021 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	\$ 6,063	\$ 1,104	\$ 4,959
Private Fire Protection	\$ 14,153	13,532	621
Turn on/off Fees	\$ 10,050	10,592	(542)
Other Revenue-Water A	\$ 2,534	2,784	(250)
Install Fees-Sewer	\$ 536	1,060	(524)
Kings Bay Sewer Maint. Fees	\$ 3,226	1,807	1,419
Other Revenue-Sewer B	\$ 360	408	(48)
Penalties & Late Charges	\$ 22,128	21,477	651
Gain/Loss Sale of Assets C	0	0	0
Ag Land Lease	\$ -	0	0
Miscellaneous Revenue D	\$ 4,473	7,054	(2,581)
Totals	\$ 63,522	\$ 59,817	\$ 3,705

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

DECEMBER 13, 2021

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$17,779.01 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
					\$43,500.00
Nov-20	1	Nov-20		\$22,620.00	\$20,880.00
Jan-21	2	Jan-21		\$20,880.00	\$0.00
Jan-21	Change Order		\$56,990.00		\$56,990.00
Feb-21	3	Feb-21		\$14,660.00	\$42,330.00
Apr-21	4	Apr-21		\$4,793.77	\$37,536.23
Jul-21	5	Jul-21		\$8,974.86	\$28,561.37
Aug-21	6	Aug-21		\$4,325.75	\$24,235.62
Sep-21	7	Sep-21		\$1,561.00	\$22,674.62
Oct-21	8	Oct-21		\$4,471.25	\$18,203.37
Dec-21	9		\$17,779.01		\$424.36

Staff recommends approval of this invoice in the amount of \$17,779.01 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

December 8, 2021

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

Invoice No. 1420 – **FINAL INVOICE**
SW Wastewater Service Area Project (SEC Proj. No. 19-04)
Part D – Oak Lake Estates Design and Permitting
OUA Purchase Order No. 10544

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
D1 – Oak Lake Estates Design and Permitting	\$43,500.00	100%	\$43,500.00	\$43,500.00	\$0.00
D2 – Oak Lake Estates Bidding Services	\$14,660.00	100%	\$14,660.00	\$14,660.00	\$0.00
D3 – Oak Lake Estates Construction Services	\$42,330.00	99%	\$41,925.64	\$24,126.63	\$17,799.01
				TOTAL:	\$17,799.01

Total Purchase Order Amount: \$100,490.00
Total Billed to Date: \$100,085.64
Total Billed this Invoice: \$ 17,799.01

For services rendered October 3 – December 8, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

DECEMBER 13, 2021

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$15,387.54 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		\$15,387.54		\$930,753.88

Staff recommends approval of this invoice in the amount of \$15,387.54 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

December 8, 2021

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

Invoice No. 1421

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	96%	\$210,029.12	\$195,641.58	\$15,387.54
E2 – Final Design and Permitting	\$476,232	0%	\$0.00	\$0.00	\$0.00
E3 – Bidding and Negotiation Phase	\$34,778	0%	\$0.00	\$0.00	\$0.00
E4 – Construction Phase Services (excl. RPR)	\$147,500	0%	\$0.00	\$0.00	\$0.00
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	\$0.00
E6 – Resident Project Representative (T&M)	\$242,667	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$15,387.54

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

Total Billed to Date: \$ 210,029.12

Total Billed this Invoice: \$ 15,387.54

For services rendered October 3 – December 4, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

DECEMBER 13, 2021

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SW 5TH AVENUE
SEWER**

Please find attached the invoice in the amount of \$4,088.80 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$46,588.00
Apr-21	1	Apr-21		\$5,445.24	\$41,142.76
Sep-21	2	Sep-21		\$6,985.68	\$34,157.08
Oct-21	3	Oct-21		\$1,355.94	\$32,801.14
Dec-21	4		\$4,088.80		\$28,712.34

Staff recommends approval of this invoice in the amount of \$4,088.80 to Sumner Engineering & Consulting, Inc.



Invoice

BILL TO

December 8, 2021

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

Invoice No. 1423
SW 5th Avenue Sewer PER (SEC Proj. No. 20-10)
OUA Purchase Order No. 10711

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A1 – Project Management & Meetings	\$3,690.00	40%	\$1,476.00	\$1,291.50	\$184.50
A2 – Preliminary Evaluation Report	\$39,048.00	42%	\$16,400.16	\$12,495.36	\$3,904.80
A3 – Funding Sources & Opportunities Review	\$3,850.00	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$4,088.80

Total Purchase Order Amount: \$46,588.00
Total Billed to Date: \$17,876.16
Total Billed this Invoice: \$ 4,088.80

For services rendered October 3 – December 4, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

DECEMBER 13,, 2021

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$10,592.40 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		\$43,563.24	\$273,142.52
Jul-21	9	Jul-21		\$19,401.44	\$253,741.08
Oct-21	10	Oct-21		\$7,275.54	\$246,465.54
Dec-21	11		\$10,592.40		\$235,873.14

Staff recommends approval of this invoice in the amount of \$10,592.40 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.
- SE2 Interconnect Forcemain – this new proposed piping system connects the existing SE2 forcemain to the SWSA MPS.



Invoice

BILL TO

December 8, 2021

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

Invoice No. 1422

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

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

OUA Purchase Order No. 10264

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$485,036	98.5%	\$477,760.46	\$477,760.46	\$0.00
B2 – Bidding Services	\$27,160	39%	\$10,592.40	\$0.00	\$10,592.40
C – Construction Services	\$211,940	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$10,592.40

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$488,352.86

Total Billed this Invoice: \$ 10,592.40

For services rendered through October 3 – December 4, 2021.



Invoice

BILL TO

December 8, 2021

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

Invoice No. 1422

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

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

OUA Purchase Order No. 10264

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$485,036	98.5%	\$477,760.46	\$477,760.46	\$0.00
B2 – Bidding Services	\$27,160	39%	\$10,592.40	\$0.00	\$10,592.40
C – Construction Services	\$211,940	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$10,592.40

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$488,352.86

Total Billed this Invoice: \$ 10,592.40

For services rendered through October 3 – December 4, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

OCTOBER 11, 2021

CONSENT AGENDA

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

Please find attached invoices in the amount of \$9,005.43 and \$9,005.43 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

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

Staff recommends approval of these invoices in the amount of \$9,005.43 and \$9,005.43 to Eckler Engineering, Inc.

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

October 31, 2021
 No: 235-006.01
 Invoice No: 21254

Project: Pine Ridge Park Utility Improvements

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

Professional Services from October 1, 2021 to October 25, 2021

Phase	0001	Design Phase		
Fee				
Total Fee		300,181.00		
Percent Complete		86.00	Total Earned	258,155.66
			Previous Fee Billing	249,150.23
			Current Fee Billing	9,005.43
			Total Fee	9,005.43
Billing Limits				
Total Billings		9,005.43	Current	Prior
Limit				To-Date
Remaining				258,155.66
				300,181.00
				42,025.34
			Total this Phase	\$9,005.43
			Total this Invoice	\$9,005.43

Fee (Design Phase) History Summary:

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

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

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

21254
10/31/2021

	FY 2021 PO #	PROJECT COMPONENT	DESIGN PHASE	% COMPLETE	TOTAL THIS INVOICE	TOTAL PREVIOUS INVOICES	TOTAL TO DATE	BALANCE REMAINING
1	10380	Original Contract	\$ 145,600.00	91%	\$ -	\$ -	\$ 132,398.00	\$ 13,202.00
2	10380	CO #1 - 11th Lane and Palm Mobile Home	\$ 21,000.00	100%	\$ -	\$ -	\$ 21,000.00	\$ -
3	10380	CO #2 - Water System Components	\$ 22,000.00	100%	\$ -	\$ -	\$ 22,000.00	\$ -
4	10380	CO #3 - Vacuum Sewer Design	<u>\$ 111,581.00</u>	74%	<u>\$ 9,005.43</u>	<u>\$ 15,009.05</u>	<u>\$ 82,757.66</u>	<u>\$ 28,823.34</u>
TOTALS			\$ 300,181.00	86%	\$ 9,005.43	\$ 15,009.05	\$ 258,155.66	\$ 42,025.34

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

December 7, 2021
 No: 235-006.01
 Invoice No: 21270

Project: Pine Ridge Park Utility Improvements

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

Professional Services from October 26, 2021 to November 25, 2021

Phase	0001	Design Phase		
Fee				
Total Fee	300,181.00			
Percent Complete	89.00	Total Earned	267,161.09	
		Previous Fee Billing	258,155.66	
		Current Fee Billing	9,005.43	
		Total Fee		9,005.43
Billing Limits				
Total Billings	9,005.43	Current	Prior	To-Date
Limit		258,155.66	267,161.09	300,181.00
Remaining			33,019.91	
		Total this Phase		\$9,005.43
		Total this Invoice		\$9,005.43

Fee (Design Phase) History Summary:

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

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

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

21270
11/30/2021

	FY 2021 PO #	PROJECT COMPONENT	DESIGN PHASE	% COMPLETE	TOTAL THIS INVOICE	TOTAL PREVIOUS INVOICES	TOTAL TO DATE	BALANCE REMAINING
1	10380	Original Contract	\$ 145,600.00	91%	\$ -	\$ 132,398.00	\$ 132,398.00	\$ 13,202.00
2	10380	CO #1 - 11th Lane and Palm Mobile Home	\$ 21,000.00	100%	\$ -	\$ 21,000.00	\$ 21,000.00	\$ -
3	10380	CO #2 - Water System Components	\$ 22,000.00	100%	\$ -	\$ 22,000.00	\$ 22,000.00	\$ -
4	10380	CO #3 - Vacuum Sewer Design	<u>\$ 111,581.00</u>	82%	<u>\$ 9,005.43</u>	<u>\$ 82,757.66</u>	<u>\$ 91,763.09</u>	<u>\$ 19,817.91</u>
TOTALS			\$ 300,181.00	89%	\$ 9,005.43	\$ 258,155.66	\$ 267,161.09	\$ 33,019.91

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

DECEMBER 13, 2021

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

DATE	INVOICE #
11/29/2021	202112015

PROJECT
540.01-LOSOM Support

DESCRIPTION	AMOUNT
Support for the month of November 2021	250.00
Total	\$250.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

DECEMBER 13, 2021

CONSENT AGENDA

OUA BOARD OF DIRECTOR'S MEETING DATES

January 10, 2022	9:00 A.M.
February 14, 2022	9:00 A.M.
March 14, 2022	9:00 A.M.
April 11, 2022	9:00 A.M..
May 9, 2022	9:00 A.M.
June 13, 2022	9:00 A.M.
July 11, 2022	9:00 A.M.
August 8, 2022	9:00 A.M.
September 12, 2022	9:00 A.M.
October 10, 2022	9:00 A.M.
November 14, 2022	9:00 A.M.
December 12, 2022	9:00 A.M.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

DECEMBER 13, 2021

CONSENT AGENDA

2022 OUA HOLIDAYS

Saturday, January 1	New Year's Day
Sunday, April 17	Easter
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Friday, November 11	Veteran's Day
Thursday, November 24	Thanksgiving Holiday
Saturday, December 24	Christmas Eve
Sunday, December 25	Christmas Day
Personal Day	As applicable

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

DECEMBER 13, 2021

FIRST BAPTIST CHURCH SEWER LINE REPLACEMENT

This project involved the replacement of some existing 6 inch gravity sewer under SW 5th Avenue that was failing that serves the church. B&B Site Development was tasked with the replacement of this existing gravity sewer line. The work has been successfully completed for the OUA and approved by the City of Okeechobee has approved the restoration work in their right of way.

Please find attached the P.O. # 10931 in an amount of \$21,480.00.

Please find included an invoice # 20212014 for final payment of \$10,380.00.

OUA staff is requesting OUA Board approval of final payment invoice #20212014 in the amount of \$10,380.00 to be paid to B&B Site Development.



PURCHASE ORDER
 No. 000010931

VENDOR:

B & B SITE DEVELOPMENT
 1505 C S PARROTT AVE

 OKEECHOBEE, FL 34974

SHIP TO:

OUA-Main Office

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

BILL TO:

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

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE
B&BSITE	(863) 763-6053	0	10/06/2021	

SHIPPING INSTRUCTIONS

GL # per G Gall

ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	0.00		Replace existing 6" sewer service at First Baptist Church (SW 5th Ave)		401-0-164-9000-000	21,480.00	21,480.00

SUBTOTAL: 21,480.00
 TAX: 0.00
 SHIPPING: 0.00

TOTAL: 21,480.00

TAXABLE: No
 CONFIRMING:


 AUTHORIZED SIGNATURE

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding, labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, The buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held harmless by the manufacturer or seller against any penalty incurred and/or the cost of defense of any proceeding designed to penalize the buyer therefore.

B&B Site Development, Inc.
 1505 C South Parrott Ave
 Okeechobee, Fl 34974
 Ph: 863-763-6053
 Email: bbsitedevelopmentinc@gmail.com



SITE DEVELOPMENT, INC.
 1505-C S. Parrott Avenue - Okeechobee, Fl
863-763-6053
 bbsitedevelopmentinc@gmail.com

Invoice #2021194

DATE: November 2, 2021		
To: OUA		PO#0000010931
Ref: Replace existing 6" Sewer Service		Partial Request
Total per PO	\$ 21,480.00	
Paid To Date:	\$ -	
Balance per agreement	\$ 21,480.00	
Description:		Total
As per PO: Work completed to date:		
Replace existing 6" sewer service	51% complete	\$ 11,100.00
Thank you, We appreciate your business!!		
	Total due This Invoice	\$ 11,100.00

B&B Site Development, Inc.
 1505 C South Parrott Ave
 Okeechobee, Fl 34974
 Ph: 863-763-6053
 Email: bbsitedevelopmentinc@gmail.com



SITE DEVELOPMENT, INC.
 1505-C S. Parrott Avenue - Okeechobee, Fl
863-763-6053
 bbsitedevelopmentinc@gmail.com

Invoice #20212014

DATE: December 3, 2021		
To: OUA		PO#0000010931
Ref: Replace existing 6" Sewer Service		Balance in full
Total per PO	\$ 21,480.00	
Paid To Date:	\$ (11,100.00)	
Balance per agreement	\$ 10,380.00	
Description:		Total
As per PO: Balance of Work completed to date:		
Replace existing 6" sewer service	100% completed	\$ 21,480.00
Thank you, We appreciate your business!!		
	Paid check #27631	\$ (11,100.00)
Total due This Invoice		\$ 10,380.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

DECEMBER 13, 2021

OAK LAKE ESTATES FINAL

This The Oak Lake Estates combined stormwater/wastewater project is completed. This agenda item includes a reconciliation change order, notice of final completion and final pay application.

Notice of Final Completion – This notice issued by the engineer of record states that the project has been deemed complete as of November 8, 2021.

Change Order No. 2 – This is a reconciliation change order which allows for adjustment of time and pricing to close out the project. This specific change order allows for 30 calendar days to be added to the contract primarily due to weather related delays and added work. In addition to time, this change order also deletes elements of work that were not installed or needed to complete the project work. This deleted work includes items such as asphalt repair, piping, concrete and other miscellaneous items, all detailed in column “M” of the pay application. This deleted work totals a savings of \$199,152.15 lowering the final contracted price to \$1,096,751.65 from \$1,295,903.80.

Final Pay Application No. 7 – This final pay application notes the savings from Change Order No. 2, includes the retainage held up through pay application no.6 and provides for payment towards the final work items. Final Pay application No. 7 is for \$150,372.00.

Also included as attachments are two letters from the engineers of record for both the stormwater project as well as the wastewater project.

As has happened before, the OUA Board, will see these documents prior to the Okeechobee County BOCC review. The County engineering representative is in agreement with the change order and final payment attached (see Culpepper & Terpening letter).

OUA staff is recommending a conditional approval of these documents and requesting approval to execute all documents necessary for project closeout. The condition being that Okeechobee County BOCC approval is required prior to paying or executing documents.

NOTICE OF ACCEPTABILITY OF WORK (Modified)

PROJECT: Oak Lake Estates Wastewater & Drainage Improvements

OWNER: Okeechobee Utility Authority

CONTRACTOR: PRP Construction Group, LLC

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: N/A

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: March 20, 2021

ENGINEER: Sumner Engineering & Consulting, Inc.

NOTICE DATE: December 7, 2021

To: Okeechobee Utility Authority
Owner

And To: PRP Construction Group, LLC
Contractor

From: Sumner Engineering & Consulting, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable as of the **FINAL COMPLETION date of November 8, 2021**, expressly subject to the provisions of the related Contract Documents, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____
Jeffrey M. Sumner, PE

Title: _____
President

Dated: _____
December 7, 2021

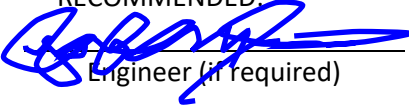
Date of Issuance: December 7, 2021	Effective Date: December 7, 2021
Owner: Okeechobee Utility Authority	Owner's Contract No.:
Contractor: PRP Construction Group, LLC	Contractor's Project No.:
Engineer: Sumner Engineering & Consulting, Inc.	Engineer's Project No.: 19-04.D
Project: Oak Lake Estates Wastewater & Drainage Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: **A reduction in contract price of \$199,152.15 to reflect final project quantities, and an increase in contract days totaling thirty (30) days, in accordance with the attached recommendation letter.**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,295,903.80</u>	Original Contract Times: Substantial Completion: <u>July 30, 2021</u> Ready for Final Payment: <u>August 29, 2021</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> : 52 days Substantial Completion: <u>September 20, 2021</u> Ready for Final Payment: <u>October 20, 2021</u> days
Contract Price prior to this Change Order: \$ <u>1,295,903.80</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 20, 2021</u> Ready for Final Payment: <u>October 20, 2021</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>199,152.15</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,096,751.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 20, 2021</u> Ready for Final Payment: <u>November 19, 2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: <u>12/07/21</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



November 4, 2021

Peggy Sheltra, President
PRP Construction Group, LLC
PO Box 1830
Indiantown, FL 34956
Via email: ppsheltra@gmail.com

**RE: Response to Request for an Equitable Time Extension
Oak Lake Estates Wastewater & Drainage Improvements**

Ms. Sheltra:

We are in receipt of your "Contractor's Request for an Equitable Adjustment of the Contract Time", emailed to our office on November 2, 2021. We acknowledge receipt of your request on the date it was emailed. Please find below our responses to each of the extension requests enumerated in your letter:

A. Rainfall Related Delays

Your request states that you have "documented (12) days where rainfall for a day measured in excess of one half of an inch (1/2") and caused the loss of one day of production to the schedule in each instance." We agree that Section 4.05.C.2 of the General Conditions recognizes that abnormal weather conditions impacting the Contractor's Work can form the basis for an adjustment to the Contract Time. However, we disagree that 1/2" of rainfall constitutes "abnormal weather conditions". We acknowledge that you previously made us aware of the claimed delays in September, and so we agree to one day of additional time for each listed day with documented rainfall in excess of 3/4". Based on this, **we can approve nine (9) additional days.**

We are not able to reconsider the previously requested ten (10) days that weren't granted, as the request was made beyond the allowable claim time per Section 4.05.G.

B. Additional Work

We acknowledge that you were directed to perform the additional work described in your letter. Therefore, **we agree that twenty-one (21) additional days are equitable and warranted.**

C. Holidays

There are no provisions in the Contract Documents allowing for additional days to be granted for holidays or weekends. The Contract time is based on calendar days from Notice to Proceed.

Based on our review of your request, the noted Work Change Directives, and the terms of the General Conditions, **we will propose to the Owner that the Contractor is entitled to an equitable adjustment of the Contract Time in the total amount of thirty (30) days.** If this proposal is accepted by the Owner, this extends the current Contract Substantial Completion Date from September 20 to October 20, 2021. The Contract Final Completion Date is extended from October 20 to November 19, 2021. If additional delays arise, please provide a request for time extension in accordance with the Contract Documents. Thank you.

Sincerely,
Sumner Engineering & Consulting, Inc.



Jeffrey M. Sumner, PE
President

c: John F. Hayford, Executive Director, OUA
Stefan K. Matthes, PE, Culpepper & Terpening

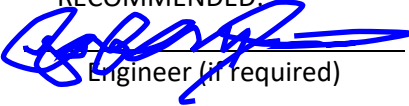
Date of Issuance: December 7, 2021	Effective Date: December 7, 2021
Owner: Okeechobee Utility Authority	Owner's Contract No.:
Contractor: PRP Construction Group, LLC	Contractor's Project No.:
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RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: <u>12/07/21</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



November 4, 2021

Peggy Sheltra, President
PRP Construction Group, LLC
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Indiantown, FL 34956
Via email: ppsheltra@gmail.com

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Project: 8300 SW SPRINGHAVEN AVE, INDIANTOWN, FL 34956
 10805
 Project #: OAK LAKE ESTATES WASTEWATER & DRAINAGE IMPROVEMENTS

Page 1 of this Application and Certificate of Payment, containing Contractor's signed Certification is attached. In tabulations below, totals and sub-totals must coincide with updated Contract Amount.

APPLICATION NO.: FINAL OLE-007
 PERIOD FROM: 11/1/2021
 TO: 11/29/2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Item	Quantity	Unit	CONTRACT		QUANTITIES			AMOUNT (\$)			Balance To Finish (F-L)	% Complet (L/F)	Retainage (\$) (L*10%)
				Unit Price (\$)	Schedule of Values (\$)	Previous Invoices	Current Invoice	Total (G+H)	Previous Invoices	Current Invoice	Total (J+K)			
PART 1 GENERAL														
1	MOBILIZATION /GEN REQUIREMENTS	1	LS	\$49,250.00	\$ 49,250.00	1.00		1.00	\$ 49,250.00	\$ -	\$ 49,250.00	\$ -	100.0%	
2	INDEMNIFICATION	1	LS	\$20,950.00	\$ 20,950.00	1.00		1.00	\$ 20,950.00	\$ -	\$ 20,950.00	\$ -	100.0%	
3	AS-BUILTS RECORD DRAWINGS	1	LS	\$27,750.00	\$ 27,750.00	0.60		0.60	\$ 16,650.00	\$ -	\$ 16,650.00	\$ 11,100.00	60.0%	
4	MAINTENANCE OF TRAFFIC	1	LS	\$19,975.00	\$ 19,975.00	0.90		0.90	\$ 17,977.50	\$ -	\$ 17,977.50	\$ 1,997.50	90.0%	
5	EXISTING UTILITY LOCATION/ IDENTIFICATION	1	LS	\$12,397.00	\$ 12,397.00	0.90		0.90	\$ 11,157.30	\$ -	\$ 11,157.30	\$ 1,239.70	90.0%	
NPDES CONSTRUCTION PERMIT COMPLIANCE														
6A	GENERAL	1	LS	\$14,000.00	\$ 14,000.00	0.90	0.10	1.00	\$ 12,600.00	\$ 1,400.00	\$ 14,000.00	\$ -	100.0%	
6B	SEDIMENT BARRIER	7380	LF	\$2.75	\$ 20,295.00	1,211.00		1,211.00	\$ 3,330.25	\$ -	\$ 3,330.25	\$ 16,964.75	16.4%	
6C	TURBIDITY BARRIER	90	LF	\$18.50	\$ 1,665.00	0.00	0	0.00	\$ -	\$ -	\$ -	\$ 1,665.00	0.0%	\$ -
6E	INLET PROTECTION SYSTEM	11	EA	\$185.00	\$ 2,035.00	11.00		11.00	\$ 2,035.00	\$ -	\$ 2,035.00	\$ -	100.0%	
8	PRECONSTRUCTION VIDEO	1	LS	\$3,950.00	\$ 3,950.00	1.00		1.00	\$ 3,950.00	\$ -	\$ 3,950.00	\$ -	100.0%	
Sub-Total (PART 1 GENERAL)					\$ 172,267.00				\$ 137,900.05	\$ 1,400.00	\$ 139,300.05	\$ 32,966.95	80.9%	
PART 2A FIELDWORK WASTEWATER														
FURNISH AND INSTALL SDR-21 PVC VACUUM MAIN														
11A	4"	3200	LF	\$27.00	\$ 86,400.00	3,200.00	-100	3,100.00	\$ 86,400.00	\$ (2,700.00)	\$ 83,700.00	\$ 2,700.00	96.9%	
FURNISH AND INSTALL RESILIENT WEDGE GATE (V-3)														
12A	4"	3	EA	\$1,625.00	\$ 4,875.00	2.00		2.00	\$ 3,250.00	\$ -	\$ 3,250.00	\$ 1,625.00	66.7%	
INSTALL AIRVAC VACUUM COLLECTING PIT ASSEMBLIES, COMPLETE TYPE "A" (DEPTH FROM F. GRADE TO GRAVITY INVERT MUST NOT BE LESS THAN 3.71 FEET)														
13A	ADJCENT TO VACUUM MAIN	11	EA	\$9,625.00	\$ 105,875.00	11.00		11.00	\$ 105,875.00	\$ -	\$ 105,875.00	\$ -	100.0%	
13B	ACROSS STREET FROM VACUUM MAIN	7	EA	\$9,837.00	\$ 68,859.00	7.00		7.00	\$ 68,859.00	\$ -	\$ 68,859.00	\$ -	100.0%	
TYPE "B" (DEPTH FROM F. GRADE TO GRAVITY INVERT MUST NOT BE LESS THAN 6.00 FEET)														
14A	ADJCENT TO VACUUM MAIN	3	EA	\$9,875.00	\$ 29,625.00	3.00		3.00	\$ 29,625.00	\$ -	\$ 29,625.00	\$ -	100.0%	
14B	ACROSS STREET FROM VACUUM MAIN	2	EA	\$10,989.00	\$ 21,978.00	2.00		2.00	\$ 21,978.00	\$ -	\$ 21,978.00	\$ -	100.0%	
Sub-Total (WASTE WATER PART 2A)					\$ 317,612.00				\$ 315,987.00	\$ (2,700.00)	\$ 313,287.00	\$ 4,325.00	98.6%	

Project: 8300 SW SPRINGHAVEN AVE, INDIANTOWN, FL 34956
 10805
 Project #: OAK LAKE ESTATES WASTEWATER & DRAINAGE IMPROVEMENTS

Page 1 of this Application and Certificate of Payment, containing Contractor's signed Certification is attached. In tabulations below, totals and sub-totals must coincide with updated Contract Amount.

APPLICATION NO.: FINAL OLE-007
 PERIOD FROM: 11/1/2021
 TO: 11/29/2021

A Item No.	B Item	C Quantity	D Unit	E CONTRACT		F Schedule of Values (\$)	G Previous Invoices	H QUANTITIES		I Total (G+H)	J AMOUNT (\$)			K Previous Invoices	L Current Invoice	M Total (J+K)	N Balance To Finish (F-L)	O % Complet (L/F)	P Retainage (\$) (L*10%)	
				Unit Price (\$)	(\$)			Current Invoice	Total		Current Invoice	Total								
PART 2B STORM WATER																				
15	CLEARING & GRUBBING (INCLUDES REMOVAL OF PIPING)	3.6	AC	\$14,578.00	\$	52,480.80	3.60		3.60	\$	52,480.80	\$	-	\$	52,480.80	\$	-	100.0%		
16A	REGULAR EXCAVATION (SWALE GRADING)	5410	lf	\$3.50	\$	18,935.00	3,536.00	1735	5,271.00	\$	12,376.00	\$	6,072.50	\$	18,448.50	\$	486.50	97.4%		
16B	TYPE "B" STABILIZATION (ROADWAY SHOULDER & DRIVEWAYS)	963	SY	\$19.50	\$	18,778.50	614.40	348.60	963.00	\$	11,980.80	\$	6,797.70	\$	18,778.50	\$	-	100.0%		
17	INLET DITCH BOTTOM, TYPE-E	13	EA	\$3,667.00	\$	47,671.00	13.00	1.00	14.00	\$	47,671.00	\$	3,667.00	\$	51,338.00	\$	(3,667.00)	107.7%		
18	J-7 MANHOLE	2	EA	\$5,273.00	\$	10,546.00	1.00		1.00	\$	5,273.00	\$	-	\$	5,273.00	\$	5,273.00	50.0%		
CULVERT INSTALLATION																				
19A	PIPE CULVERT, CORRUGATED ALUMINUM, ROUND, 15"	268	LF	\$43.50	\$	11,658.00	268.00	-42	226.00	\$	11,658.00	\$	(1,827.00)	\$	9,831.00	\$	1,827.00	84.3%	#DIV/0!	
19B	PIPE CULVERT, CORRUGATED ALUMINUM, ROUND, 18"	84	LF	\$48.75	\$	4,095.00	58.80		58.80	\$	2,866.50	\$	-	\$	2,866.50	\$	1,228.50	70.0%		
19C	PIPE CULVERT, CORRUGATED ALUMINUM, ROUND, 24"	44	LF	\$62.50	\$	2,750.00	26.00	-26.00	0.00	\$	1,625.00	\$	(1,625.00)	\$	-	\$	2,750.00	0.0%	\$ -	
19D	PIPE CULVERT, CORRUGATED ALUMINUM, ELLIPTICAL, 13"X 17"	210	LF	\$45.50	\$	9,555.00	210.00	50.00	260.00	\$	9,555.00	\$	2,275.00	\$	11,830.00	\$	(2,275.00)	123.8%		
19E	PIPE CULVERT, CORRUGATED ALUMINUM, ELLIPTICAL, 24" X 35"	769	LF	\$85.00	\$	65,365.00	751.00	45.00	796.00	\$	63,835.00	\$	3,825.00	\$	67,660.00	\$	(2,295.00)	103.5%		
19F	PIPE CULVERT, CORRUGATED ALUMINUM, ELLIPTICAL, 29"X 42"	987	LF	\$134.00	\$	132,258.00	1,185.50	-182.00	1,003.50	\$	158,857.00	\$	(24,388.00)	\$	134,469.00	\$	(2,211.00)	101.7%		
19G	PIPE CULVERT, REINFORCED CONCRETE, ROUND 18"	84	LF	\$52.50	\$	4,410.00	82.40	-0.40	82.00	\$	4,326.00	\$	(21.00)	\$	4,305.00	\$	105.00	97.6%		
19H	PIPE CULVERT, REINFORCED CONCRETE, ELLIPTICAL, 19"X30"	84	LF	\$93.00	\$	7,812.00	60.00	-16.00	44.00	\$	5,580.00	\$	(1,488.00)	\$	4,092.00	\$	3,720.00	52.4%		
19I	PIPE CULVERT, REINFORCED CONCRETE, ELLIPTICAL, 24" X 38"	36	LF	\$126.00	\$	4,536.00	42.00		42.00	\$	5,292.00	\$	-	\$	5,292.00	\$	(756.00)	116.7%		
19J	PIPE CULVERT, REINFORCED CONCRETE, ELLIPTICAL, 29" X 45"	67	LF	\$193.00	\$	12,931.00	63.00		63.00	\$	12,159.00	\$	-	\$	12,159.00	\$	772.00	94.0%		
MITERED END SECTION INSTALLATION STORMWATER																				
20A	MITERED END SECTION, 19" X 30"	2	EA	\$1,297.00	\$	2,594.00	0.00	2.00	2.00	\$	-	\$	2,594.00	\$	2,594.00	\$	-	100.0%		
20B	MITERED END SECTION, 18"	6	EA	\$987.00	\$	5,922.00	0.00	4.00	4.00	\$	-	\$	3,948.00	\$	3,948.00	\$	1,974.00	66.7%		
20C	MITERED END SECTION, 24"	2	EA	\$1,123.00	\$	2,246.00	0.00	2.00	2.00	\$	-	\$	2,246.00	\$	2,246.00	\$	-	100.0%		
Sub-Total (STORM WATER PART 2 B)				\$		414,543.30					\$	405,535.10	\$	2,076.20	\$	407,611.30	\$	6,932.00	98.3%	
PART 3A RESTORATION - WASTEWATER																				
30	PERFORMANCE TURF, SOD DRIVEWAY	1250	SY	\$4.00	\$	5,000.00	600.00	604.90	1,204.90	\$	2,400.00	\$	2,419.60	\$	4,819.60	\$	180.40	96.4%		
31A	CONCRETE (6" THICK) ASPHALT REPAIR	470	SY	\$56.50	\$	26,555.00	345.30	127.97	473.27	\$	19,509.45	\$	7,230.30	\$	26,739.75	\$	(184.75)	100.7%		
32A	OPTIONAL BASE, BASE GROUP 16 (LBR 100) (16" THICK)	465	SY	\$32.50	\$	15,112.50	414.00	-123	291.00	\$	13,455.00	\$	(3,997.50)	\$	9,457.50	\$	5,655.00	62.6%		
32B	TURNOUT CONSTRUCTION (ASPHALT DRIVEWAYS)	215	SY	\$99.00	\$	21,285.00	98.00	29.00	127.00	\$	9,702.00	\$	2,871.00	\$	12,573.00	\$	8,712.00	59.1%		
32C	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C (SP-9.5) (1" THICK)	26	TN	\$214.00	\$	5,564.00	12.00	20.70	32.70	\$	2,568.00	\$	4,429.80	\$	6,997.80	\$	(1,433.80)	125.8%		
32D	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C (SP-12.5) (2" THICK)	52	TN	\$234.00	\$	12,168.00	13.70	-13.70	0.00	\$	3,205.80	\$	(3,205.80)	\$	-	\$	12,168.00	0.0%	\$ -	
Sub-Total (PART 3A RESTORATION - WASTEWATER)				\$		85,684.50					\$	50,840.25	\$	9,747.40	\$	60,587.65	\$	25,096.85	70.7%	

Project: 8300 SW SPRINGHAVEN AVE, INDIANTOWN, FL 34956
 10805
 Project #: OAK LAKE ESTATES WASTEWATER & DRAINAGE IMPROVEMENTS

Page 1 of this Application and Certificate of Payment, containing Contractor's signed Certification is attached. In tabulations below, totals and sub-totals must coincide with updated Contract Amount.

APPLICATION NO.: FINAL OLE-007
 PERIOD FROM: 11/1/2021
 TO: 11/29/2021

A Item No.	B Item	C Quantity	D Unit	E CONTRACT		G QUANTITIES			K AMOUNT (\$)			M (\$) Balance To Finish (F-L)	N % Comple (L/F)	O Retainage (\$) (L*10%)	
				F Unit Price (\$)	F Schedule of Values (\$)	G Previous Invoices	H Current Invoice	I Total (G+H)	J Previous Invoices	J Current Invoice	L Total (J+K)				
PART 3B RESTORATION - STORMWATER															
30	PERFORMANCE TURF SOD	12242	SY	\$ 4.50	\$ 55,089.00	7,902.30	3,165.40	11,067.70	\$ 35,560.35	\$ 14,244.30	\$ 49,804.65	\$ 5,284.35	90.4%		
31A	CONCRETE (6")	715	SY	\$ 56.00	\$ 40,040.00	817.50	-342.50	475.00	\$ 45,780.00	\$ (19,180.00)	\$ 26,600.00	\$ 13,440.00	66.4%		
31D	PATTERENED PAVEMENT STAMPED	120	SY	\$ 71.00	\$ 8,520.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 8,520.00	0.0%	\$ -	
32A	OPTIONAL BASE, BASE GROUP 16(LBR 100) (16" THICK)	190	SY	\$ 33.00	\$ 6,270.00	288.00	-136.20	151.80	\$ 9,504.00	\$ (4,494.60)	\$ 5,009.40	\$ 1,260.60	79.9%		
32B	TURNOUT CONSTRUCTION (ASPHALT DRIVEWAYS)	713	SY	\$ 103.00	\$ 73,439.00	50.00	382.00	432.00	\$ 5,150.00	\$ 39,346.00	\$ 44,496.00	\$ 28,943.00	60.6%		
32C	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C (SP-9.5) (1" THICK)	24	TN	\$ 224.00	\$ 5,376.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 5,376.00	0.0%	\$ -	
32D	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C (SP-12.5) (2" THICK)	21.5	TN	\$ 234.00	\$ 5,031.00	21.30	-5.90	15.40	\$ 4,984.20	\$ (1,380.60)	\$ 3,603.60	\$ 1,427.40	71.6%		
33	HEADWALL REPLACEMENT (IN KIND)	6	EA	\$ 4,675.00	\$ 28,050.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 28,050.00	0.0%	\$ -	
34	WATER VALVE ADJUSTMENT, UTILITY	10	EA	\$ 607.00	\$ 6,070.00	5.00	5.00	10.00	\$ 3,035.00	\$ 3,035.00	\$ 6,070.00	\$ -	100.0%		
35	WATER METER ADJUSTMENT, UTILITY	9	EA	\$ 675.00	\$ 6,075.00	5.00	4.00	9.00	\$ 3,375.00	\$ 2,700.00	\$ 6,075.00	\$ -	100.0%		
36	FIRE HYDRANT ADJUSTMENT, UTILITY	3	EA	\$ 1,134.00	\$ 3,402.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 3,402.00	0.0%	\$ -	
34	WATER SERVICE ADJUSTMENT, UTILITY	3	EA	\$ 645.00	\$ 1,935.00	3.00	0.00	3.00	\$ 1,935.00	\$ -	\$ 1,935.00	\$ -	100.0%		
Sub-Total (PART 3B RESTORATION - STORMWATER)					\$ 239,297.00				\$ 109,323.55	\$ 34,270.10	\$ 143,593.65	\$ 95,703.35	60.01%		

BID PART 4-SAFETY- PART 5-CONTINGENCY -															
SAFETY	SAFETY COMPLIANCE	1	EA	\$ 8,500.00	\$ 8,500.00	0.95	0.05	1.00	\$ 8,075.00	\$ 425.00	\$ 8,500.00	\$ -	100.0%		
	CONTINGENCY / MISCELLANEOUS	1	EA	\$ 58,000.00	\$ 58,000.00	0.42		0.42	\$ 23,872.00		\$ 23,872.00	\$ 34,128.00	41.2%		
Sub-Total (PART 4 SAFETY & PART 5 CONTINGENCY)					\$ 66,500.00				\$ 31,947.00	\$ 425.00	\$ 32,372.00	\$ 34,128.00	48.68%		

PROJECT SUMMARY

Sub-Total (PART I GENERAL)	\$ 172,267.00			\$ 137,900.05	\$ 1,400.00	\$ 139,300.05	\$ 32,966.95	0.81	\$ -
Sub-Total (WASTE WATER PART 2A)	\$ 317,612.00			\$ 315,987.00	\$ (2,700.00)	\$ 313,287.00	\$ 4,325.00	0.99	\$ -
Sub-Total (STORM WATER PART 2 B)	\$ 414,543.30			\$ 405,535.10	\$ 2,076.20	\$ 407,611.30	\$ 6,932.00	0.98	\$ -
Sub-Total (PART 3A RESTORATION - WASTEWATER)	\$ 85,684.50			\$ 50,840.25	\$ 9,747.40	\$ 60,587.65	\$ 25,096.85	0.71	\$ -
Sub-Total (PART 3B RESTORATION - STORMWATER)	\$ 239,297.00			\$ 109,323.55	\$ 34,270.10	\$ 143,593.65	\$ 95,703.35	0.60	\$ -
Sub-Total (PART 4 SAFETY & PART 5 CONTINGENCY)	\$ 66,500.00			\$ 31,947.00	\$ 425.00	\$ 32,372.00	\$ 34,128.00	0.49	\$ -
Total Schedule 1	\$ 1,295,903.80			\$ 1,051,532.95	\$ 45,218.70	\$ 1,096,751.65	\$ 199,152.15	84.6%	
CHANGER ORDER NO 2	\$ (199,152.15)						\$ (199,152.15)		
Contract Totals	\$ 1,096,751.37			\$ 1,051,532.95	\$ 45,218.70	\$ 1,096,751.65	\$ -	100.0%	

WORK CHANGE ORDER DIRECTIVE

- 1) PAY APP 5 \$11,718.00
- 2) PAY APP 6 \$ 8,788.00
- 3) PAY APP 6 \$ 3,366.00

Based on our review of your request, the noted Work Change Directives, and the terms of the General Conditions, **we will propose to the Owner that the Contractor is entitled to an equitable adjustment of the Contract Time in the total amount of thirty (30) days.** If this proposal is accepted by the Owner, this extends the current Contract Substantial Completion Date from September 20 to October 20, 2021. The Contract Final Completion Date is extended from October 20 to November 19, 2021. If additional delays arise, please provide a request for time extension in accordance with the Contract Documents. Thank you.

Sincerely,
Sumner Engineering & Consulting, Inc.



Jeffrey M. Sumner, PE
President

c: John F. Hayford, Executive Director, OUA
Stefan K. Matthes, PE, Culpepper & Terpening



December 7, 2021

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

**RE: Oak Lake Estates Wastewater and Stormwater Improvements Project
PRP Construction Group LLC – Pay Application No. 7 (FINAL PAY APPLICATION)**

Mr. Hayford:

Please find attached Pay Application No. 7 for the above-referenced project, recommended for payment in the amount of \$150,372.00, which covers work confirmed to have been completed for the period from 8/28/2021 through completion of the project. The recommended payment amount also includes full reduction of withheld retainage in the amount of \$105,153.30.

Of the amount certified, **\$49,995.32** is attributable to the wastewater portion of the project (including \$42,251.68 of paid retainage). The remaining **\$100,376.68** (including \$62,901.62) is attributable to the stormwater portion of the project, per the agreement between OUA and Okeechobee County.

This is the final pay application for this project, which was deemed substantially complete on October 20, 2021. Final completion was certified as of November 8, 2021. Per Change Order No. 2, issued to account for a reduction in field measured quantities relative to the original contract estimates, the total contract amount has been reduced by \$199,152.15, from \$1,295,903.80 to \$1,096,751.65. The reduction includes \$66,998.74 attributable to the wastewater portion of the project, and \$132,153.41 attributable to the stormwater portion of the project.

It has been a pleasure serving the OUA on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

cc: Stefan K. Matthes, PE

TO (OWNER/REP):	OKEECHOBEE UTILITY AUTHORITY	APPLICATION NO.:	<u>FINAL OAKLE-FINAL</u>
ADDRESS:	100 SW 5th Ave, Okeechobee, Fl. 34974	PERIOD FROM:	<u>11/1/2021</u>
FROM (CONTRACTOR):	PRP CONSTRUCTION GROUP, LLC	TO:	<u>11/29/2021</u>
ADDRESS:	8300 SW SPRINGHAVEN AVE, INDIANTOWN, FL. 34956	OJA PO #	<u>10805</u>
CONTRACT FOR:	OAK LAKE ESTATES WASTEWATER & DRAINAGE IMPROVEMENTS	CONTRACT DATE:	<u>3/2/2021</u>

CHANGE ORDER SUMMARY			
CHANGE ORDERS APPROVED BY OWNER		ADDITIONS	DELETIONS
NO.	DESCRIPTION		
1	CHANGE ORDER 2		\$ 199,152.15
2			\$ -
3			\$ -
4		\$ -	\$ -
5		\$ -	\$ -
6		\$ -	\$ -
7		\$ -	\$ -
8		\$ -	\$ -
9		\$ -	\$ -
TOTALS			\$ 199,152.15
NET CHANGE BY CHANGE ORDERS			\$ (199,152.15)

Application is made for payment, as shown below, according to the CONTRACT DOCUMENTS and Continuation Sheet (s) attached.

1.	ORIGINAL CONTRACT SUM	*****	\$ 1,295,903.80
2.	Net change by Change Orders	*****	\$ (199,152.15)
3.	CONTRACT SUM TO DATE	*****	\$ 1,096,751.65
4.	TOTAL COMPLETED AND STORED TO DATE (Column L on Continuation Sheet (s))	*****	\$ 1,096,751.65
5.	RETAINAGE (10%)	*****	
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less line 5)	*****	\$ 1,096,751.65
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	*****	\$ 946,379.65
8.	CURRENT PAYMENT DUE	*****	\$ 150,372.00
9.	BALANCE TO FINISH PLUS RETAINAGE (Line 3 less line 6)	*****	\$ -

CONTRACTOR'S CERTIFICATION

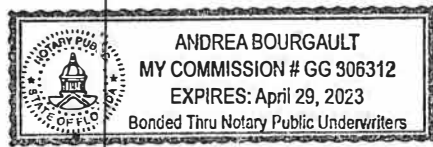
I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payment to all Subcontractors, laborers, materialmen and suppliers except as listed below

and

The undersigned Contractor certifies that Work covered by this Application for Payment has been completed according to the Contract Documents, that all amounts have been paid by the Contractor for Work done by any Subcontractor for Work for which previous Certifications of Payments were issued and payments received from Owner, and that current Payment is now due in accordance with the Contract Documents and all Federal, State and Local Laws.

CONTRACTOR:
BY: Peggy Sheltra DATE: 12/7/2021
Peggy Sheltra, President

State of: FLORIDA COUNTY OF: MARTIN
 Subscribed and sworn to before me this 7th day of December, 2021.
 Notary Public: Andrea Bourgault
 My Commission expires: 4/29/2023



AMOUNT CERTIFIED: \$ **150,372.00**

ENGINEER: Jeffrey M. Sumner, PE
 BY: Jeffrey M. Sumner, PE DATE: 12/07/2021
 Sumner Engineering & Consulting, Inc.
 THE AMOUNT CERTIFIED PAYABLE ONLY TO CONTRACTOR NAMED HEREIN

Revised

December 08, 2021

Sender's Email: smatthes@ct-eng.com
Project 18-012

Via Email: Jhayford@ouafi.com

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

**RE: Oak Lakes Estates Wastewater and Stormwater Improvements Project
PRP Construction Group LLC – Pay Request No. 7 & Final**

Dear Mr. Hayford:

We have reviewed PRP Construction Group LLC's Pay Request No. 7 for the Oak Lakes Estates Wastewater and Stormwater Improvements Project along with SEC's payment analysis. Our review is based upon the stormwater component of the overall pay request. We find the application pertaining to the stormwater components to be true and correct for the work performed for the completion of the project.

Of the overall amount requested for the pay period, \$100,376.68, which includes final retainage, is directly attributed to the stormwater portion of the project. We recommend payment for the work requested to the contractor.

The total contract amount attributable to Okeechobee County is \$666,491.28.

Should you have any questions regarding the enclosed pay request, please feel free to contact our office.

Sincerely,

CULPEPPER & TERPENING, INC.

Stefan K. Matthes, P.E.
Senior Vice President

cc: Jeff Sumner, P.E.
Richard Reade, PWD

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

DECEMBER 13, 2021

OKEE-TANTIE ENGINEERING PROPOSAL

On October 20, 2021, the Okeechobee Utility Authority advertised the engineering RFP for the Okee-Tantie Utility System Improvements project. The RFP set 3PM, November 30th as the due date for submittals. Request for Proposals were submitted by: (in no particular order)

- Kimely Horn, West Palm Beach
- Sumner Engineering, Inc, Okeechobee
- Chastain Skillman, Lakeland

On December 2nd, the RFP Review Committee met to discuss the proposals with the Review Committee consisting of John Creasman, John Hayford and Jamie Mullis. The committee rankings are:

	JC	JH	JM
Kimely Horn, West Palm Beach	1	1	2
Sumner Engineering, Inc, Okeechobee	1	3	1
Chastain Skillman, Lakeland	3	2	3

The composite scores for reach each ranking were very close. Both Kimely Horn and Sumner Engineering received the same number of first place votes. Each committee member provided background as to how or why they reached their ranking. After the presentations, committee members discussed the rankings to see if there were changes to be made, none were made.

Therefore, please find included three proposals, one from each company. At the OUA Board meeting, the OUA Board will be asked to establish a ranking of the three proposals. OUA staff can then proceed to begin negotiations on scope of work and fee schedule with the number ranked firm.

If a final ranking cannot be determined, the Review Committee recommendation is to have the companies present their proposals to the OUA Board (January meeting), provide a question and answer session, discussions between Board members, then vote on a final ranking of the firms.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

DECEMBER 13, 2021

CAS GOVERNMENTAL SERVICES ANNUAL CONTRACT

The original CAS Governmental Services, LLC contract executed on January 13, 2020, then extended on December 21, 2020, will expire next month without an extension. Current fees for the expiring extension are \$40,500.00.

Please find attached a proposed one year extension for CAS Governmental Services, LLC, in the amount of \$45,000.00. This extension will need to be in place so CAS Governmental Services can continue to represent the OUA in Tallahassee as the Legislative Session begins in mid-January.

Staff is very pleased with the representation of CAS Governmental Services and recommends approval. Connie Vanassche is scheduled to be present to answer any questions from the OUA Board.

Governmental – Legislative Services – Grants – Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035
Office: 561.924.7702 • Fax: 866.929.8006

December 6, 2021

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

RE: 2022-2023 Contract Renewal
CAS Governmental Services, LLC

Dear Mr. Hayford:

The CAS Governmental Services, LLC (CASGS) team comes to the OUA Board thanking you for the opportunity to represent the OUA in Tallahassee and assist with grant administration.

We are pleased that we, CASGS, and the OUA are very successful in accomplishing the OUA's goals, which includes the most recent FDEP water quality grant application submitted on June 17th, and for the 100% award amount of \$21,020,580.00 for the Treasure Island Septic to Sewer project, which compliments the \$21,773,867 million in grant funding secured for the Southwest Service Wastewater/Okee-Tantie Areas and the Pine Ridge Park Service Area projects.

CASGS scheduled meetings during the summer with Legislative Members and the six Legislative Committee Weeks and Special Session for the 2022-2023 Session have been completed. CASGS was in attendance meeting with Legislators and Leadership advocating on OUA's behalf. The OUA's 2022-2023 Legislative Appropriation Project Request has been submitted and processed through the House system. The 2022-2023 Legislative Session begins on January 11, 2022 and ends on March 11, 2022.

Our present Agreement with the OUA expires January 14, 2022. We respectfully request that you renew the Agreement at \$45,000.00 annually.

Thank you again for your considerations.

Sincerely,

CAS GOVERNMENTAL SERVICES, LLC



Connie C. Vanassche
President

Okeechobee Utility Authority
2022-2023 Legislative Services

Renewal Agreement
CAS Governmental Services, LLC

Amendment Relating to Renewal,
One Year Extension and
Compensation Adjustment

This Amendment shall renew the CAS Governmental Services, LLC (CASGS) Contractual Agreement for Legislative Services during the 2022-2023 year. All provisions of the original shall remain in force excepting the extension of one additional year, and a compensation adjustment, which sets the CASGS annual compensation at \$45,000.00 per year.

The following is hereby agreed:

Upon passage and execution of this Amendment the Date of Services and Compensation provision of the current agreement between the Okeechobee Utility Authority and CAS Governmental Services, LLC shall be extended and revised to one additional year and incorporate the new compensation rate to be \$45,000.00 annually for the Agreement year beginning January 14, 2022 through January 14, 2023. All other aspects of the existing agreement shall remain as agreed.

FOR: OKEECHOBEE UTILITY AUTHORITY

Signature:

Printed Name and Title:

Date:

FOR: CAS GOVERNMENTAL SERVICES

Connie Vanassche

Signature:

Connie Vanassche, President

Printed Name and Title

Dec 6, 2021

Date:

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

DECEMBER 13, 2021

OUA INTERLOCAL AGREEMENT

Okeechobee County and City of Okeechobee OUA Interlocal Agreement Review committee settled on discussions for three subjects:

- 1) Should the super majority requirement for passing motions be reduced to simple majority; and
- 2) Should the County and City add one of their elected members to the OUA Board; and
- 3) Should the requirement for two Glades County OUA Board representatives be amended to include Okeechobee County/City of Okeechobee representatives if a Glades County resident does not apply.

There have been several committee meetings to discuss potential changes to the current Interlocal Agreement. The committee narrowed all discussions down to the three issues listed above. The committee members will take these issues back to their respective Boards for discussion purposes and the Boards will vote as to whether or not to accept these changes to the Interlocal Agreement. Both the BOCC and City Council have to agree to a change prior to including it in an amendment to the Interlocal Agreement.

The City Council discussed these three issues at the meeting held on December 7th. After discussions and presentations, the City Council decided to approved Item 1 (change to simple majority) and they did not approve the other two items. There was a brief discussion concerning compensation of OUA Board members attending OUA meetings, but the actual amendment language is still pending.

The Okeechobee County BOCC will place the OUA Interlocal Agreement on the December 16th meeting agenda. It is understood, that based upon City Council action, the only topic to be voted on will be the simple majority issue and possible compensation.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

DECEMBER 13, 2021

OUA INTERLOCAL AGREEMENT LEGAL FEES

At the last OUA Board meeting, a legal fee was presented from the County in the amount of \$1,648.34. OUA Board direction was to ask the County for any legal documents or opinions resulting from the invoice. Please see attached OUA letter requesting such information.

A memorandum authored by Michael Minton was received from Okeechobee County and a copy was directed by email to each OUA Board member. A copy of this opinion memorandum is attached for your review. This is all the OUA received in response to the November 11th letter. I have also attached a State of Florida AG opinion concerning elected officials serving on more than one board/panel having constitutional/sovereign powers.

Since the November 2021 OUA Board meeting, the OUA has received a second invoice (\$825.00) for legal services related to the Interlocal Agreement. I have asked County Administration as to whether or not these two invoices represent the sum total due for outside legal fees associated with this endeavor.

Has the data supplied or provided herein met the OUA Board condition to pay these two invoices?

BOARD OF COUNTY COMMISSIONERS

312 NW 3RD ST STE 165
 OKEECHOBEE FL 34972-4113
 Phone: (863)763-6553

INVOICE: 1000004618

Page: 1 of 1

***** CUSTOMER *****

OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVE
OKEECHOBEE FL 34974-4221

Invoice Date	Due Date	Ship Via	FOB	Terms	Reference
09/30/2021	10/29/2021			30 DAY OF INV.	

Contact	Customer No	Phone	Fax	For
	4015	(863)763-9460		PROFESSIONAL SERVICES

Quantity	UOM	Description	Unit Price	Extended
1.00		PROFESSIONAL SERVICES RENDERED DEAN MEAD INVOICE # 389813 SEPTEMBER 30, 2021	1,648.3400	1,648.34
			SUBTOTAL:	----- 1,648.34
			TOTAL DUE:	----- 1,648.34

Detach and Return With Payment

Send Payment To:

Invoice: 1000004618
 Customer: 4015
 OUA
 100 SW 5TH AVE
 OKEECHOBEE FL 34974-4221

BOARD OF COUNTY COMMISSIONERS
 312 NW 3RD ST STE 165
 OKEECHOBEE FL 34972-4113

TOTAL DUE: \$1,648.34
 AMOUNT PAID: _____



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460
FAX: (863) 467-4335

November 11, 2021

Ms. Deborah Manzo
County Administrator, Okeechobee County
304 NW 2nd Street, Room 123
Okeechobee, Florida 34972

Ref: BOCC Invoice 1000004618
Professional Legal Invoice
Interlocal Agreement

Dear Ms. Manzo:

The Okeechobee Utility Authority received Board of County Commissioners Invoice 1000004618 in the amount of \$1,648.34. This amount represented one third of the Dean Mead Invoice #389813.

The invoice was for professional legal services to review and provide a legal opinion as to whether or not an elected official can serve on the OUA Board and, if so, what changes would be required of the Interlocal Agreement.

This BOCC invoice was presented to the OUA Board at the regular scheduled meeting held on November 8, 2021. The Board discussed the invoice and the results of the BOCC/City of Okeechobee Interlocal Agreement committee meeting.

The OUA Board has not denied payment, but it did request copies of any legal documents, attachments or opinions offered by Dean Mead with respect to the review of appointing an elected official to the OUA Board.

The OUA Board did ask why, at the last Interlocal Committee meeting (several years ago), were the OUA attendees allowed full participation in the meeting. They had access to any documents presented at the meeting, were recognized as discussion participants, were allowed to make motions and had voting privileges. At this most recent meeting, the OUA members were only allowed to participate in discussions, but all other aspects enjoyed at previous meetings were denied to them by BOCC and City. Additionally, at the previous meeting (several years ago), all members agreed to split any legal fees in equal one third amounts, but for this meeting, it was not.

Please provide the requested information and clarification so that I may present these items to the OUA Board at the next meeting (December 13th).

Thank you for attention to this matter, and should you have any questions, please call or e-mail.

Sincerely,



John F. Hayford
Executive Director

BOARD OF COUNTY COMMISSIONERS

312 NW 3RD ST STE 165
OKEECHOBEE FL 34972-4113
Phone: (863)763-6553

INVOICE: 1000004668

Page: 1 of 1

***** CUSTOMER *****

OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVE
OKEECHOBEE FL 34974-4221

Invoice Date	Due Date	Ship Via	FOB	Terms	Reference
11/09/2021	11/24/2021			NET 15 DAYS	
Contact	Customer No	Phone	Fax	For	
	4015	(863)763-9460		PROFESSIONAL SERVICES	
Quantity	UOM	Description	Unit Price	Extended	
1.00		PROFESSIONAL SERVICES RENDERED DEAN MEAD INVOICE # 390642 OCTOBER 22, 2021	825.0000	825.00	
			SUBTOTAL:	----- 825.00	
			TOTAL DUE:	----- 825.00	

Detach and Return With Payment

Send Payment To:

Invoice: 1000004668
Customer: 4015
OUA
100 SW 5TH AVE
OKEECHOBEE FL 34974-4221

BOARD OF COUNTY COMMISSIONERS
312 NW 3RD ST STE 165
OKEECHOBEE FL 34972-4113

TOTAL DUE: \$825.00
AMOUNT PAID: _____

(Please submit this form with appropriate approval signature to finance when requesting a payment to be made when you have no other documentation such as invoices, etc.)

RECEIVED
NOV 04 2021
PURCHASING DEPT
BY: *[Signature]*

REQUEST FOR PAYMENT

AMOUNT OF PAYMENT \$2,475.00 VENDOR #: 40381

Make Payment to: Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.

Address (if appropriate) PO Box 2346

City Orlando State: FL Zip: 32802-2346

REASON FOR PAYMENT: _____

Professional Services for revisions and preparation of Amendment to OUA/City

Interlocal Agreement

Account Payment to be charged to: 001-03-514-01-4601 ^{TR} Other Counsel

Payment Requested by: Tracy Rowland ^{TR} DATE: 11/3/21

Payment Authorized by: [Signature] DATE: 11/4/21

Reviewed by Budget Director or Purchasing Agent : [Signature] DATE: 11-4-21

Received in Finance by: _____ Date: _____

Payment Approved in Finance by: _____

Comments: NOTE: This invoice is being paid up front by the County; and it is mutually agreed by all parties that

OUA and the City of Okeechobee will reimburse the County for their 1/3 share of the invoice which is \$825.00.

FINANCE: Please generate two invoices in the amt of \$825 and bill one to OUA and one to City of Okeechobee.

In addition, you will need to attach to each invoice a copy of this \$2,475.00 invoice for OUA and City reference.

DEAN MEAD

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. ✓
420 S. Orange Avenue, Suite 700
P.O. Box 2346 (ZIP 32802-2346)
Orlando, Florida 32801

407-841-1200
407-423-1831 Fax
www.deanmead.com
Fed Tax ID# 59-2049716

Orlando
Fort Pierce
Vero Beach
Viera
Tallahassee

OKEECHOBEE BOARD OF COUNTY COMMISSIONERS ✓
ATTN: COMMISSIONER TERRY BURROUGHS
304 NW 2ND ST. - ROOM 123
OKEECHOBEE, FL 34972

October 22, 2021
ID: 011816.023112
INVOICE # 390642
MDM

RE: GENERAL

FOR PROFESSIONAL SERVICES RENDERED:

TOTAL FEES \$2,475.00

PREVIOUS STATEMENTS OUTSTANDING

INVOICE #	DATE	BILLED	PAYMENTS	BALANCE
389813	September 30, 2021	4,945.00	-4,945.00	0.00
TOTAL OUTSTANDING INVOICES:				\$0.00

TOTAL CURRENT AMOUNT DUE \$2,475.00

Kelley Conrad
11/4/21

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE OR PAY INVOICES
ONLINE AT WWW.DEANMEAD.COM
WE ACCEPT VISA, MASTERCARD, DISCOVER, AND AMERICAN EXPRESS

DEAN MEAD

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Orlando, Florida 32801

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OKEECHOBEE BOARD OF COUNTY COMMISSIONERS
011816.023112
October 22, 2021
Page 2

DESCRIPTION	DATE	ATTY	HOURS	RATE	AMOUNT
MATTER.					
CONFERENCE WITH W. VOSE, ESQ AND JLW RE MEMO ADDRESSING ISSUES RAISED BY CLIENT AND UTILIZATION OF EX-OFFICIO CONCEPT TO AVOID THE DUAL OFFICE RESTRICTION IN THE CONSTITUTION ; RECEIVE AND RESPOND TO EMAILS WITH JLW IN FOLLOW UP TO CONFERENCE CALL	10/04/21	MDM	0.50	600.00	300.00
RESEARCH REGARDING POSSIBILITY OF EX OFFICIO EXEMPTION AND CONFERENCE CALL REGARDING SAME.	10/04/21	JLW	2.40	450.00	1080.00
SUBTOTAL:					\$2,475.00
PREVIOUS STATEMENTS OUTSTANDING					
		BILLED	PAYMENTS	BALANCE	
INVOICE # 389813	September 30, 2021	4,945.00	-4,945.00	0.00	
TOTAL OUTSTANDING INVOICES:					\$0.00
TOTAL CURRENT AMOUNT DUE					\$2,475.00

DEAN MEAD

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420 S. Orange Avenue, Suite 700
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Orlando, Florida 32801

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Fed Tax ID# 59-2049716

Orlando
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Tallahassee

OKEECHOBEE BOARD OF COUNTY COMMISSIONERS
ATTN: COMMISSIONER TERRY BURROUGHS
304 NW 2ND ST. - ROOM 123
OKEECHOBEE, FL 34972

September 30, 2021
ID: 011816.023112
INVOICE # 389813
MDM

RE: GENERAL

FOR PROFESSIONAL SERVICES RENDERED:

TOTAL FEES	\$4,945.00
TOTAL CURRENT AMOUNT DUE	\$4,945.00
TOTAL AMOUNT DUE	\$4,945.00

Rubrah

THIS INVOICE IS PAYABLE UPON RECEIPT.

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ONLINE AT WWW.DEANMEAD.COM

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OKEECHOBEE BOARD OF COUNTY COMMISSIONERS
ATTN: COMMISSIONER TERRY BURROUGHS
304 NW 2ND ST. - ROOM 123
OKEECHOBEE, FL 34972

September 30, 2021
ID: 011816.023112
INVOICE # 389813
MDM

RE: GENERAL

FOR PROFESSIONAL SERVICES RENDERED:

ITEMIZED ATTORNEY FEES

<u>DESCRIPTION</u>	<u>DATE</u>	<u>ATTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
RECEIVE AND REVIEW MESSAGE FROM COMMISSIONER T. BURROUGHS; RESPOND TO MESSAGE.	09/01/21	MDM	0.20	600.00	120.00
TELEPHONE CONFERENCE WITH COMMISSIONER T. BURROUGHS RE NEEDED ANALYSIS OF FORMATION OF OUA AND INTERLOCAL AGREEMENT AND LIMITATIONS UPON APPOINTING ELECTED INDIVIDUALS TO SERVE; PREPARATION OF EMAIL TO JLW ON THE ABOVE SUBJECT MATTER.	09/02/21	MDM	0.50	600.00	300.00
RECEIVE AND RESPOND TO EMAIL WITH COMMISSIONER BURROUGHS RE MINUTES OF MEETING WITH QUESTIONS TO ADDRESS; FORWARD INFORMATION TO JLW.	09/10/21	MDM	0.30	600.00	180.00

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OKEECHOBEE BOARD OF COUNTY COMMISSIONERS

011816.023112

September 30, 2021

Page 2

DESCRIPTION	DATE	ATTY	HOURS	RATE	AMOUNT
INITIAL REVIEW OF OUA MINUTES; EMAILS RE: SAME.	09/12/21	JLW	0.40	450.00	180.00
RESEARCH AGO OPINION; PREPARATION OF EMAIL FORWARDING SAME TO JLW.	09/13/21	MDM	0.50	600.00	300.00
RECEIVE AND RESPOND TO EMAILS WITH JLW; TELEPHONE CONFERENCE WITH JLW RE REVIEW OF INTERLOCAL AGREEMENT AND PROPOSED CHANGES.	09/14/21	MDM	0.30	600.00	180.00
RECEIVE AND RESPOND TO MESSAGES FROM MDM RE OUA FILES AND RECORDS; REVIEW AND RECALL FILES; OBTAIN ADDITIONAL DOCUMENTS REQUESTED BY MDM AND JLW.	09/14/21	LB*	1.00	160.00	160.00
REVIEWING DOCUMENTS INCLUDING AGO OPINION AND CALLS AND EMAILS RE: QUESTION OF BOARD COMPOSITION.	09/14/21	JLW	1.10	450.00	495.00
RECEIVE AND RESPOND TO EMAILS WITH JLW RE FOLLOW UP TO INQUIRY.	09/15/21	MDM	0.20	600.00	120.00
RECEIVE AND RESPOND TO EMAILS WITH JLW; FORWARD INFORMATION TO JLW.	09/16/21	MDM	0.20	600.00	120.00
REVIEW DRAFT OF MEMO;	09/17/21	MDM	0.50	600.00	300.00

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OKEECHOBEE BOARD OF COUNTY COMMISSIONERS
011816.023112
September 30, 2021
Page 3

DESCRIPTION	DATE	ATTY	HOURS	RATE	AMOUNT
PREPARATION OF EMAIL FROM JLW RE ADDITIONAL ISSUES TO ADDRESS AND RESTRUCTURING OF MEMO; RECEIVE AND RESPOND TO EMAILS ON THE ABOVE SUBJECT MATTER.					
CONTINUED DRAFTING OF MEMO AND EMAILS RE:SAME.	09/17/21	JLW	0.60	450.00	270.00
RECEIVE AND REVIEW DRAFT MEMO; PREPARATION OF EMAIL TO JLW RE REVISIONS AND STRUCTURE OF MEMO.	09/20/21	MDM	0.50	600.00	300.00
CONTINUING RESEARCH AND DRAFTING OF MEMORANDUM; EMAILS REGARDING SAME.	09/20/21	JLW	0.90	450.00	405.00
RECEIVE AND RESPOND TO EMAILS WITH COMMISSIONER T. BURROUGHS; REVIEW AND REVISE MEMORANDUM; PREPARATION OF EMAIL JLW; RECEIVE AND REVIEW REVISED MEMORANDUM AND ATTACHMENT.	09/21/21	MDM	0.70	600.00	420.00
CONTINUING DRAFTING AND RESEARCH AND EMAILS RE: MATTER.	09/21/21	JLW	1.50	450.00	675.00
RECEIVE AND RESPOND TO JLW RE REVISED MEMO AND	09/22/21	MDM	0.70	600.00	420.00

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OKEECHOBEE BOARD OF COUNTY COMMISSIONERS
011816.023112
September 30, 2021
Page 4

<u>DESCRIPTION</u>	<u>DATE</u>	<u>ATTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
ATTACHMENTS; COORDINATE MATERIALS FOR DELIVERY TO CLIENT; PREPARATION OF EMAIL TO COMMISSIONER BURROUGHS FORWARDING MEMO AND ATTACHMENTS.					
					SUBTOTAL:
					\$4,945.00
TOTAL CURRENT AMOUNT DUE					\$4,945.00
TOTAL AMOUNT DUE					\$4,945.00

Tracy Rowland

From: Terry Burroughs
Sent: Tuesday, October 5, 2021 2:55 PM
To: Tracy Rowland
Cc: Deborah Manzo
Subject: OUA Interlocal Agreement Team

Tracy,

Per our discussion revolving around the Dean Mead bill. The team was established by the BOCC and the City Council to open up the OUA Interlocal agreement and make the appropriate changes that may be required. During the initial team discussion, an issue regarding the placement of an elected official on the OUA Board was brought forward. To move forward we required counsel from Michael Minton, Dean Mead. He is the attorney we have used on all changes to the Interlocal agreement. Since the BOCC and City Council authorized the opening up the agreement and with an legal issue rising in the initial session, the team reached out to the counsel of record to provide a ruling on the issue. Counsel now has sent in a bill for his services wwhereby the legal billing should be split between the three entities (BOCC, OUA and City Council).

Terry Burroughs
Chairman
Okeechobee Board of County Commission
District 4

Florida Attorney General Advisory Legal Opinion

Number: AGO 2013-31

Date: December 30, 2013

Subject: Dual Office-holding -- Advisory Boards

Mr. Vaughan Kimberling
5993 Ackard Avenue
Port St. John, Florida 32927-9101

RE: DUAL OFFICE-HOLDING - COUNTIES - ADVISORY BOARDS - simultaneous service on advisory boards does not violate dual office-holding. s. 5(a), Art. II, Fla. Const.

Dear Mr. Kimberling:

You ask substantially the following question:

Does simultaneous service as a member of the Port St. John Dependent Special District, the Port St. John Public Library Advisory Board, and the Brevard County Contractors' Licensing Board violate the dual office-holding prohibition in section 5(a), Article II, Florida Constitution.

In sum:

While a service on the Brevard County Contractors' Licensing Board would be an office, the Port St. John Dependent District and the Port St. John Public Library Advisory Board would appear to be advisory boards which fall within the exemption from the dual office-holding prohibition in section 5(a), Article II, Florida Constitution.

Section Article II, section 5(a) of the Florida Constitution, provides:

"No person holding any office of emolument under any foreign government,

or civil office of emolument under the United States or any other state, shall hold any office of honor or of emolument under the government of this state. No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein, except that a notary public or military officer may hold another office, and any officer may be a member of a constitution revision commission, taxation and budget reform commission, constitutional convention, or statutory body having only advisory powers." (e.s.)

The constitutional provision prohibits a person from simultaneously holding more than one "office" under the government of the state, counties, and municipalities.[1] The prohibition applies to both elected and appointed offices.[2] It is not necessary that the two offices be within the same governmental unit. Thus, for example, a municipal officer is precluded from simultaneously holding not only another municipal office, but also a state or county office.[3]

The Constitution, however, does not define the terms "office" or "officer" for purposes of the dual office-holding prohibition and the Legislature has not attempted to define the term to clarify the parameters of this constitutional provision. Absent such clarification, the courts and the Attorney General's Office have referred to several early decisions of the Supreme Court of Florida in determining what constitutes an "office" as opposed to an "employment." The Supreme Court of Florida has stated:

"The term 'office' implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office, while an 'employment' does not comprehend a delegation of any part of the sovereign authority. The term 'office' embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power, conferred or defined by law and not by contract. An employment does not authorize the exercise in one's own right of any sovereign power or any prescribed independent authority of a governmental nature; and this constitutes, perhaps, the most decisive difference between an employment and an office[4]

It is, therefore, the nature of the powers and duties of a particular position which determines whether it is an "office" or an "employment." Historically, this office has based its determination of whether a particular position is an office upon a review of the particular powers of a position and the language of the statute, charter, or ordinance creating

the position.

In this instance, you acknowledge that the powers and duties of the Brevard County Contractors' Licensing Board would be consistent with those of an "office" subject to the dual office-holding prohibition in section 5(a), Article II, Florida Constitution. The board's jurisdiction over all matters pertaining to the examination, qualification, regulation, and control of any person or firm desiring to engage in business in the unincorporated area of Brevard County would appear to encompass an exercise of the sovereign power of the county which would make a position on the board an office subject to section 5(a), Article II, Florida Constitution. [5]

The materials you have provided indicate that the Brevard County Attorney's Office has opined that the activities of the Port St. John Dependent Special District (PSJDSD) and the Port St. John Public Library Advisory Board (PSJPLAB) are advisory in nature. The PSJDSD makes non-binding recommendations to the county commission and has not been delegated any portion of the county's sovereign power. [6] You indicate that the PSJPLAB only advises the county commission on the establishment, operation, and maintenance of the Port St. John Public Library. [7]

As discussed above, statutory bodies having only advisory powers are exempt from the constitutional dual office-holding prohibition. This exception has been interpreted by this office. For example, in Attorney General Opinion 05-59, this office stated that a municipal committee that merely makes non-binding recommendations and has not otherwise been delegated any powers to make factual determinations or exercise any portion of the municipality's sovereign power did not appear to be an office. In Attorney General Opinion 08-15, this office concluded that a county advisory board could be considered a "statutory body having only advisory powers" within the constitutional exception if it has been created by legislative enactment of the governing body.

As this office noted in Attorney General Opinions 89-25 and 90-33, only those statutory bodies which possess exclusively advisory powers are excepted; Article II, section 5(a), Florida Constitution, does not provide for or recognize an exception for statutory bodies which exercise a portion of the sovereign powers, but whose powers may be substantially or predominately advisory. [8]

Inasmuch as neither the Port St. John Dependent Special District nor the Port St. John Public Library Advisory Board appears to exercise a portion of the sovereign power of the county and instead merely serve as advisory boards to the Brevard County Commission, the dual office-holding prohibition in section 5(a), Article II, Florida Constitution, would not preclude your simultaneously serving on either or both of the boards and as a member of the Brevard County Contractors' Licensing Board.

Sincerely,

Pam Bondi
Attorney General

PB/tals

[1] Earlier state Constitutions contained limited prohibitions against dual office-holding. See, e.g., Art. VI, s. 18, Fla. Const. 1838; Art. VI, s. 14, Fla. Const. 1861; and Art. VI, s. 14, Fla. Const. 1865. Article II, s. 5(a) of the 1968 Constitution substantially reproduces Art. XVI, s. 15 of the 1885 Constitution except that the 1968 Constitution includes municipal officers. Court decisions under the 1885 Constitution had excluded municipal officers from its coverage. See, e.g., *Attorney General ex rel. Wilkins v. Connors*, 9 So. 7, 8 (Fla. 1891).

[2] See *Blackburn v. Brorein*, 70 So. 2d 293, 296 (Fla. 1954), noting that "election by the people or the appointment by the Governor is not the true test in determining whether . . . an office exists and the individual filling the position is an officer [rather than] an employee[;]" Ops. Att'y Gen. Fla. 94-66 (1994), 80-97 (1980), and 69-2 (1969).

[3] See, e.g., Op. Att'y Gen. Fla. 05-29 (2005) (special magistrate for a county value adjustment board could not simultaneously serve on city's code enforcement board).

[4] *State ex rel. Holloway v. Sheats*, 83 So. 508, 509 (Fla. 1919). And see *State ex rel. Clyatt v. Hocker*, 22 So. 721 (Fla. 1897).

[5] Cf. Op. Att'y Gen. Fla. 04-07 (2004) (city's building official who administered building code, issuing permits and certificates of occupancy, constitutes an office).

[6] See s. 98-105, Brevard County Code of Ordinances.

[7] See Resolution 90-081 enacted by Brevard County Commission on March 7, 1990; s. 1.3, Art. I, Port St. John Public Library Advisory Board By-laws.

[8] And see Op. Att'y Gen. Fla. 98-36 (1998), concluding that membership on a city water resources advisory board which, despite its name, exercised substantive powers, constituted an "office."

Dean, Mead & Dunbar
106 East College Avenue
Suite 1200
Tallahassee, Florida 32301

(850) 999-4100
(850) 577-0095
www.deanmead.com

Orlando
Fort Pierce
Tallahassee
Viera/Melbourne
Vero Beach

JOHN L. WHARTON
AuthorDirectNo
jwharton@deanmead.com

MEMORANDUM

DATE: September 22, 2021
TO: Michael Minton
FROM: John L. Wharton
RE: Okeechobee Utility Authority

At the September 1, 2021 meeting of the Okeechobee Utility Authority, after discussion it was resolved that the chair would request Michael Minton to address two questions:

1. Whether elected officials could be placed on the OUA Board of Directors; and

Short answer – no.

2. Whether OUA is an independent authority or dependent authority

Short answer – independent.

Our research and conclusions regarding each are provided herein below.

1. The Florida Constitutional Provision regarding the holding of dual offices - can elected officials be placed on the OUA Board of Directors?

Section Article II, section 5(a) of the Florida Constitution, provides: "No person holding any office of emolument under any foreign government, or civil office of emolument under the United States or any other state, shall hold any office of honor or of emolument under the government of this state. No person shall hold at the same time more than one office under the government of the state and

the counties and municipalities therein, except that a notary public or military officer may hold another office, and any officer may be a member of a constitution revision commission, taxation and budget reform commission, constitutional convention, or statutory body having only advisory powers."

The nature and power of a particular position determines whether that position is an "office" under this constitutional provision. In this case, serving on the OUA Board of Directors while simultaneously serving as an elected official would be constitutionally impermissible.

In AGO 2013-31(2013) the Florida Attorney General issued an Advisory Legal Opinion examining this issue, which stated in relevant part:

"The term 'office' implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office, while an 'employment' does not comprehend a delegation of any part of the sovereign authority.

...

It is, therefore, the nature of the powers and duties of a particular position which determines whether it is an "office" or an "employment." Historically, this office has based its determination of whether a particular position is an office upon a review of the particular powers of a position and the language of the statute, charter, or ordinance creating the position.

...

As discussed above, statutory bodies having only advisory powers are exempt from the constitutional dual office-holding prohibition. This exception has been interpreted by this office. For example, in Attorney General Opinion 05-59, this office stated that a municipal committee that merely makes non-binding recommendations and has not otherwise been delegated any powers to make factual determinations or exercise any portion of the municipality's sovereign power did not appear to be an office.¹

Review of the Interlocal Agreement creating the OUA, and the power and authority of the utility and its governing board demonstrates that the Authority Board neither operates in an advisory role nor are its functions limited to recommendations. OUA, and by extension its Board, has the independent and autonomous power to exercise its authority acting as a quorum; to delegate its authority to its employees; to set rates, fees, and charges for service rendered; to set and implement a budget; to admit new government members; and to be sued and to enter into contracts as necessary to provide water and wastewater services to its *de facto* area as it exists or may exist.

¹ A Westlaw search produced no modifications or critiques of this AGO.

The process to install members of the Commission or Council simultaneously on the Board of the OUA would require significant and substantial rework of the power and authority of the utility, reducing the authority of its board to essentially have only an advisory role and/or to render recommendations.

2. Independent and Dependent Special Districts - is OUA an independent or dependent district?

OUA, consistent with its enumerated powers and authority as discussed above and the statutory provisions discussed below, is an independent special district.

Section 189.012(2) provides:

(2) “Dependent special district” means a special district that meets at least one of the following criteria:

- (a) The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- (b) All members of its governing body are appointed by the governing body of a single county or a single municipality.
- (c) During their unexpired terms, members of the special district’s governing body are subject to removal at will by the governing body of a single county or a single municipality.
- (d) The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

This subsection is for purposes of definition only. Nothing in this subsection confers additional authority upon local governments not otherwise authorized by the provisions of the special acts or general acts of local application creating each special district, as amended.

(3) “Independent special district” means a special district that is not a dependent special district as defined in subsection (2). A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

It is our understanding that OUA services nearly 10,000 homes or businesses in the city of Okeechobee, Okeechobee County and some of Glades County. While there are several nuanced distinctions between independent and dependent special districts, two overarching concepts indicate that OUA is an independent district. The first is that an independent Special District is one that has no dependent characteristics. The second is that at the threshold a Special District can only be dependent if a *single county or a single municipality* has certain powers, which is not the case here. In the case of OUA, no single county or municipality has any of the enumerated powers. We have attached selected slides from a DEO presentation illustrating this point.

Notably, the County's website provides that "(t)he Okeechobee County Board of County Commissioners does not have authority over the Okeechobee Utility Authority....".

Attachments:

AGO 2013-31

DEO Ppt excerpts with highlights

JLW:hs

Florida Attorney General Advisory Legal Opinion

Number: AGO 2013-31

Date: December 30, 2013

Subject: Dual Office-holding -- Advisory Boards

Mr. Vaughan Kimberling
5993 Ackard Avenue
Port St. John, Florida 32927-9101

RE: DUAL OFFICE-HOLDING - COUNTIES - ADVISORY BOARDS -
simultaneous service on advisory boards does not violate
dual office-holding. s. 5(a), Art. II, Fla. Const.

Dear Mr. Kimberling:

You ask substantially the following question:

Does simultaneous service as a member of the Port St. John Dependent Special District, the Port St. John Public Library Advisory Board, and the Brevard County Contractors' Licensing Board violate the dual office-holding prohibition in section 5(a), Article II, Florida Constitution.

In sum:

While a service on the Brevard County Contractors' Licensing Board would be an office, the Port St. John Dependent District and the Port St. John Public Library Advisory Board would appear to be advisory boards which fall within the exemption from the dual office-holding prohibition in section 5(a), Article II, Florida Constitution.

Section Article II, section 5(a) of the Florida Constitution, provides:

"No person holding any office of emolument under any foreign government, or civil office of emolument under the United States or any other state, shall hold any office of honor or of emolument under the government of this state. No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein, except that a notary public or military officer may hold another office, and any officer may be a member of a constitution revision commission, taxation and budget reform commission, constitutional convention, or statutory body having only advisory powers." (e.s.)

The constitutional provision prohibits a person from simultaneously holding more than one "office" under the government of the state, counties, and municipalities.[1] The prohibition applies to both elected and appointed offices.[2] It is not necessary that the two offices be within the same governmental unit. Thus, for example, a municipal officer is precluded from simultaneously holding not only another municipal office, but also a state or county office.[3]

The Constitution, however, does not define the terms "office" or "officer" for purposes of the dual office-holding prohibition and the Legislature has not attempted to define the term to clarify the parameters of this constitutional provision. Absent such clarification, the courts and the Attorney General's Office have referred to several early decisions of the Supreme Court of Florida in determining what constitutes an "office" as opposed to an "employment." The Supreme Court of Florida has stated:

"The term 'office' implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office, while an 'employment' does not comprehend a delegation of any part of the sovereign authority. The term 'office' embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power, conferred or defined by law and not by contract. An employment does not authorize the exercise

in one's own right of any sovereign power or any prescribed independent authority of a governmental nature; and this constitutes, perhaps, the most decisive difference between an employment and an office[4]

It is, therefore, the nature of the powers and duties of a particular position which determines whether it is an "office" or an "employment." Historically, this office has based its determination of whether a particular position is an office upon a review of the particular powers of a position and the language of the statute, charter, or ordinance creating the position.

In this instance, you acknowledge that the powers and duties of the Brevard County Contractors' Licensing Board would be consistent with those of an "office" subject to the dual office-holding prohibition in section 5(a), Article II, Florida Constitution. The board's jurisdiction over all matters pertaining to the examination, qualification, regulation, and control of any person or firm desiring to engage in business in the unincorporated area of Brevard County would appear to encompass an exercise of the sovereign power of the county which would make a position on the board an office subject to section 5(a), Article II, Florida Constitution.[5]

The materials you have provided indicate that the Brevard County Attorney's Office has opined that the activities of the Port St. John Dependent Special District (PSJDSD) and the Port St. John Public Library Advisory Board (PSJPLAB) are advisory in nature. The PSJDSD makes non-binding recommendations to the county commission and has not been delegated any portion of the county's sovereign power.[6] You indicate that the PSJPLAB only advises the county commission on the establishment, operation, and maintenance of the Port St. John Public Library.[7]

As discussed above, statutory bodies having only advisory powers are exempt from the constitutional dual office-holding prohibition. This exception has been interpreted by this office. For example, in Attorney General Opinion

05-59, this office stated that a municipal committee that merely makes non-binding recommendations and has not otherwise been delegated any powers to make factual determinations or exercise any portion of the municipality's sovereign power did not appear to be an office. In Attorney General Opinion 08-15, this office concluded that a county advisory board could be considered a "statutory body having only advisory powers" within the constitutional exception if it has been created by legislative enactment of the governing body.

As this office noted in Attorney General Opinions 89-25 and 90-33, only those statutory bodies which possess exclusively advisory powers are excepted; Article II, section 5(a), Florida Constitution, does not provide for or recognize an exception for statutory bodies which exercise a portion of the sovereign powers, but whose powers may be substantially or predominately advisory. [8]

Inasmuch as neither the Port St. John Dependent Special District nor the Port St. John Public Library Advisory Board appears to exercise a portion of the sovereign power of the county and instead merely serve as advisory boards to the Brevard County Commission, the dual office-holding prohibition in section 5(a), Article II, Florida Constitution, would not preclude your simultaneously serving on either or both of the boards and as a member of the Brevard County Contractors' Licensing Board.

Sincerely,

Pam Bondi
Attorney General

PB/tals

[1] Earlier state Constitutions contained limited prohibitions against dual office-holding. See, e.g., Art. VI, s. 18, Fla. Const. 1838; Art. VI, s. 14, Fla. Const. 1861; and Art. VI, s. 14, Fla. Const. 1865. Article II,

s. 5(a) of the 1968 Constitution substantially reproduces Art. XVI, s. 15 of the 1885 Constitution except that the 1968 Constitution includes municipal officers. Court decisions under the 1885 Constitution had excluded municipal officers from its coverage. See, e.g., *Attorney General ex rel. Wilkins v. Connors*, 9 So. 7, 8 (Fla. 1891).

[2] See *Blackburn v. Brorein*, 70 So. 2d 293, 296 (Fla. 1954), noting that "election by the people or the appointment by the Governor is not the true test in determining whether . . . an office exists and the individual filling the position is an officer [rather than] an employee[;]" Ops. Att'y Gen. Fla. 94-66 (1994), 80-97 (1980), and 69-2 (1969).

[3] See, e.g., Op. Att'y Gen. Fla. 05-29 (2005) (special magistrate for a county value adjustment board could not simultaneously serve on city's code enforcement board).

[4] *State ex rel. Holloway v. Sheats*, 83 So. 508, 509 (Fla. 1919). And see *State ex rel. Clyatt v. Hocker*, 22 So. 721 (Fla. 1897).

[5] Cf. Op. Att'y Gen. Fla. 04-07 (2004) (city's building official who administered building code, issuing permits and certificates of occupancy, constitutes an office).

[6] See s. 98-105, Brevard County Code of Ordinances.

[7] See Resolution 90-081 enacted by Brevard County Commission on March 7, 1990; s. 1.3, Art. I, Port St. John Public Library Advisory Board By-laws.

[8] And see Op. Att'y Gen. Fla. 98-36 (1998), concluding that membership on a city water resources advisory board which, despite its name, exercised substantive powers, constituted an "office."

What is the difference between dependent and independent special districts?

- A special district is **dependent** if a **single** county or **single municipality** has one or more of the following powers:
 - Authority to designate **all** of its own governing body members to also serve as the governing body for the special district
 - Authority to appoint **all** members to the special district's governing body
 - Authority to remove **any** governing body member at will during unexpired terms
 - Authority to **approve or veto** the special district's budget



What is the difference between dependent and independent special districts?

- A special district is **independent** if it does not have any “dependent” characteristics.
- Florida has 58 Soil and Water Conservation Districts:
 - Four are dependent (Blackwater, Glades, Hendry, and Madison)
 - The remaining 54 are independent
- Significance of Dependent or Independent Status:
 - Reporting requirements
 - Ability to create



OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

DECEMBER 13, 2021

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

DECEMBER 13, 2021

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

DECEMBER 13, 2021

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1 Design of the pump station & force main is at 90%
 - Master Pump Station (MPS)
 - MPS Site Civil bids are due 12/15. This project is to construct the entrance driveway, culvert and gravel roadway in to the MPS site. It will also include some site clearing and construction of perimeter fencing.
 - MPS Construction bids are due 12/22. This project will require the construction of the actual pump station with all ancillary equipment such as emergency generator, odor control and MCC building.
 - Force Main (MFM)
 - Continuing
 - Force Main SE2 Interconnect
 - Continuing

Oak Lake Estates Wastewater Project

- Construction on the stormwater system is complete
- Wastewater construction is complete
- Final pay request is submitted this month
- Final change order is submitted this month

SW 5th Ave Wastewater System Improvements

- Work continuing

US441SE Water System Replacement

- Completed

AMI Project

- No activity, expected in February 2022

City Commerce Park

- Property Closing held on November 30,2021

Meetings Attended

- Okeechobee County Economic Development Corporation
- BOCC meeting
- City Council meeting
- OUA Interlocal Agreement committee meetings

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

DECEMBER 13, 2021

ITEMS FROM THE BOARD