

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
February 8, 2021
10:00A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Agenda Additions or Deletions
3. Meeting Minutes from January 11, 2021.
4. **Consent Agenda**
 5. Finance Report
 6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project
 7. Invoice from Sumner Engineering & Consulting, Inc. – Oak Lake Estates
 8. Invoice from OneWater, Inc. – Lakeview Estates WWTP
 9. Invoice from Eckler Engineering, Inc – PRP Utility Improvement
 10. Invoice from RJ Sullivan Corp – WTP Improvements
 11. Invoice from Vocelle & Berg, LLP
 12. Accounts to be Written Off

13. Discussion on Capital Connection Charges
14. Fulford Easement
15. Okeechobee Livestock Easement
16. Hall Easement
17. LP 47021 SWSA Amendment No.1
18. SW 5th Avenue Engineering Services Agreement
19. SW 5th Avenue Collection System
20. SWTP 3MG Storage Tank Project
21. Oak Lake Estates Project
22. Public Comments
23. Items from the Attorney
 - School Board Parcel – Restrictive Covenant Declaration
 - Mohawk Parcel – Restrictive Covenant Declaration

24. Items from the Executive Director

25. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

FEBRUARY 8, 2021

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD

March 8, 2021 – 10:00 A.M.

April 12, 2021 – 10:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Sunday, April 4, 2021 – Easter

Monday, May 31, 2021 - Memorial Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

FEBRUARY 8, 2021

ADDITIONS OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

FEBRUARY 8, 2021

MEETING MINUTES

Attached is a copy of the minutes of the meeting held on January 11, 2021.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from January 11, 2021 as presented.

OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES

Monday, January 13, 2020 10:00 A.M.

Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida

Chairperson Nelson called the meeting to order at 10:01 A.M. with the following members and alternates present:

Board Members:

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

Alternates:

Harry Moldenhauer

Absent:

Jeff Fadley

*Voting Board Members

OUA Members:

John Hayford
George Gall
Tom Conely
Michelle Willoughby

The Pledge of Allegiance was led by Chairperson Nelson.

Chairperson Nelson addressed Agenda Item No. 2 'Meeting Minutes from December 14, 2020'
Motion by Tommy Clay to approve the Meeting Minutes from December 14, 2020. Second by Tabitha Trent. Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 3. **'Consent Agenda'** Motion by John Creasman to approve the Consent Agenda as follows:

Consent Agenda Item No. 4 **'Finance Report for the period ending December 31, 2020'**

Consent Agenda Item No. 5 'Invoices from OneWater, Inc. – Lakeview Estates WWTP in the amounts of \$3,900.00'

Consent Agenda Item No. 6 'Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project in the amount of \$38,802.88'

Consent Agenda Item No. 7 'Invoice from Sumner Engineering & Consulting, Inc. – Oak Lake Estates in the amount of \$20,880.00'

Consent Agenda Item No. 8 'Invoices from RJ Sullivan Corp – WTP Improvements in the amounts of \$20,630.90'

Consent Agenda Item No. 9 'Invoice from Eckler Engineering, Inc. – PRP Utility Improvement in the amount of \$8,170.00'

Consent Agenda Item No. 10 Invoice from Eckler Engineering, Inc. – WTP Improvements in the amount of \$6,005.85'

Consent Agenda Item No. 11 Surplus Items'

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

Chairperson Nelson addressed Agenda Item No. 12 SWSA Oak Lake Estates Wastewater Improvements Project' Executive Director John Hayford reviewed joint project with the OUA and Okeechobee County. Bids due by January 20, 2021. Executive Director John Hayford reviewed engineering proposal from the Sumner Engineering & Consulting, Inc. to continue the work. Staff recommend approval of the proposal for the SWSA Oak Lake Estates Vacuum Collection, Bidding & Construction Administration Services contract in the amount of \$56,990.00. Motion by Tommy Clay to approve engineering agreement with Sumner Engineering & Consulting, Inc in the amount of \$56,900.00. Second by Melanie Anderson. Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 13 Pine Ridge Park Utility System Improvements' Executive Director John Hayford reviewed FDEP Grant (LPQ0017) for the Pine Ridge Park Service Area Wastewater Collection System. Motion by John Creasmanto approve the execution of the Agreement and return to FDEP. Second by Tommy Clay. Vote unanimous (5-0), motion carried.

Chairperson Nelson addressed Agenda Item No. 14 King's Bay Water Main Extension' Executive Director John Hayford discussed a water main extension from the entrance of King's Bay to a private property. The extension would run approximately 940 feet. The private party will extend the water main at their cost and size (6" PVC), the OUA would pay for upsizing to meet OUA future needs or extensions past the private party property. Steven Dobbs, Engineer representing the private party was present to address any concerns from the board. Motion by Tommy Clay to approve the water main extension upgrade from 6" PVC to 12" PVC with a cost of \$14,000.00. Second by Tabitha Trent. Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 15 Water Plant Vehicle Purchase' Executive Director John Hayford discussed the vehicle purchase for the water plant. The FY21 Budget allocated \$26,365.00 for the purchase of a truck for the use at the water plant. The OUA received notice that General Motors was establishing a January 1st cutoff date for new orders on several lines, two of which were the Silverado and Sierra trucks. The OUA board members were individually contacted by the Executive Director to share the Budget, GM News, FSA bids as well as bids received by staff. Staff requested ratification and a confirmation of the decision to order a 2021 Chevrolet Silverado 1500 from Alan Jay Fleet Services in the amount of \$23,025.00. Motion by John Creasmanto ratify the action taken to purchase the vehicle from Alan Jay Fleet Services in the amount of \$23,025.00. Second by Tommy Clay. Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 16 SWTP 3 MG Tank Project – Construction Schedule' Executive Director Hayford gave a brief history of this project. The contractor failed to reach the Substantial Completion date of June 17, 2020. Final Completion date of August 6, 2020. Substantial Completion was achieved on October 30, 2020, thus allowing the OUA the beneficial use of the new storage tank. As of today's meeting, Final Completion has not been

reached. The engineer and the contractor are continuing to attempt to reconcile any work and time claims made by the contractor. The time claims may offset some of the overage in contract days. These discussions will also include the additional engineering costs of \$58,800.00. The OUA be waiving liquidated damages that could be assessed for all the days extending past contract time since the contractor will be paying the additional engineering fees, additional work and final completion, it may be an acceptable trade motion by Tommy Clay to accept the proposal as presented. Second by Johns Creasman Vote unanimous (50), motion carried.

Chairperson Nelson addressed Agenda Item No. 17 **Public Comments** Kaylee King, a representative for the Okeechobee County Economic Development Corporation (OCEDC) introduced herself and explained the role of the organization. OCEDC is currently working on some expansion that would benefit the OUA.

Chairperson Nelson addressed Agenda Item No. 18 **Items from the Attorney** There were none

Chairperson Nelson addressed Agenda Item No. 19 **Items from the Executive Director** Executive Director Hayford gave an update on current projects.

Chairperson Nelson addressed Agenda Item No. 20 **Items from the Board**. None requiring action.

There being no other business, meeting adjourned at 11:18 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)

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

FEBRUARY 8, 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:
 5. Finance Report
 6. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project
 7. Invoice from Sumner Engineering & Consulting, Inc. – Oak Lake Estates
 8. Invoice from OneWater, Inc. – Lakeview Estates WWTP
 9. Invoice from Eckler Engineering, Inc – PRP Utility Improvement
 10. Invoice from RJ Sullivan Corp – WTP Improvements
 11. Invoice from Vocelle & Berg, LLP
 12. Accounts to be Written Off

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

FEBRUARY 8, 2021

CONSENT AGENDA

FINANCE REPORT

Attached for your review is a copy of the Finance Report for the period ending January 31, 2021.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2021

As of The Period Ending January 31, 2021

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

The accompanying Finance Report for the four months ending January 31, 2021 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 4 months of fiscal year 2021, actual YTD operating revenues are \$3,676,602 which is \$85,027 greater than the budgeted operating revenues. YTD actual operating expenses are \$2,158,028, which is \$479,144 lower than budgeted operating expenses. Restricted revenues are \$135,576 greater than budget. Based on this preliminary data, OUA has a favorable operating budget variance.

**OKEECHOBEE UTILITY AUTHORITY
BUDGET SUMMARY COMPARISON**

	Operating Revenues			Operating Expenses			Cumulative YTD Operating Budget Variance	Restricted Revenues			Cumulative YTD Restricted Budget Variance
	Actual YTD	Budget YTD	% Variance	Actual YTD	Budget YTD	% Variance		Actual YTD	Budget YTD	% Variance	
Oct-20	897,718	897,894	0.0%	487,324	659,293	26.1%	171,793	31,412	10,165	209.0%	21,247
Nov-20	1,897,055	1,795,787	5.6%	924,651	1,318,586	29.9%	495,203	53,629	20,330	163.8%	33,300
Dec-20	2,801,786	2,693,681	4.0%	1,654,365	1,977,879	16.4%	431,619	124,582	30,495	308.5%	94,087
Jan-21	3,676,602	3,591,574	2.4%	2,158,028	2,637,172	18.2%	564,172	176,235	40,659	333.4%	135,576
Feb-21											
Mar-21											
Apr-21											
May-21											
Jun-21											
Jul-21											
Aug-21											
Sep-21											

Accounts receivable over 90 days past due increased \$15,437 to \$104,624 from December 31, 2020 to January 31, 2021.

If you have any questions, please contact me.

Respectfully,



George Gall

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

OPERATING REVENUE FUND

	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE RECEIVED:				
Water	\$ 2,171,908	\$ 2,139,601	\$ 32,307	1.5%
Sewer	\$ 1,354,202	1,338,276	15,925	1.2%
Other Operating Revenue (see detail on page 16)	\$ 141,895	105,032	36,863	35.1%
Interest Income-non restricted	\$ 8,597	8,665	(68)	-0.8%
Total Operating Revenue Received	\$ 3,676,602	\$ 3,591,574	\$ 85,027	2.4%
OPERATING EXPENSES				
Water	\$ 449,902	\$ 547,945	\$ 98,043	17.9%
Wastewater	\$ 341,830	440,059	98,229	22.3%
Meter Readers	\$ 79,249	86,114	6,864	8.0%
Maintenance	\$ 681,852	814,195	132,342	16.3%
Administration Operating	\$ 399,253	417,244	17,990	4.3%
General & Admin.	\$ 205,941	304,949	99,009	32.5%
Contingency Expense	\$ -	26,667	26,667	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	\$ 2,158,028	\$ 2,637,172	\$ 479,144	18.2%

Net Operating Income **\$ 1,518,574** **\$ 954,402** **\$ 564,172** **59.1%**

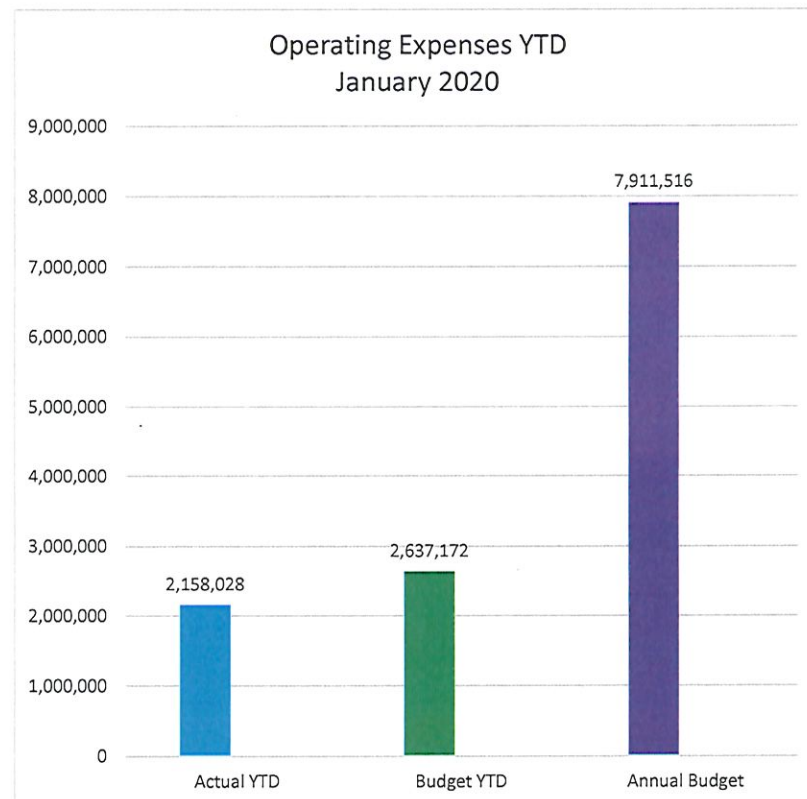
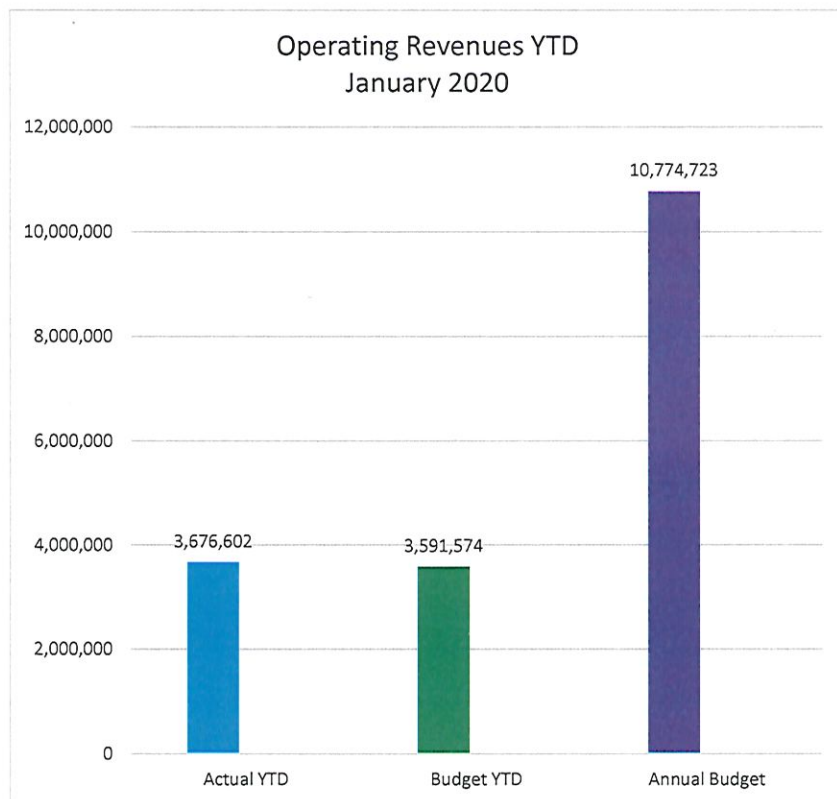
RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:				
Fire Hydrant Fund Fee	\$ 29,048	\$ 28,378	\$ 670	2.4%
Water CC Fees (infill)	\$ 70,484	3,217	67,268	2091.2%
WW CC Fees (infill)	\$ 67,867	3,000	64,867	2162.2%
Water CC Fees 10/20 Plan	\$ -	-	-	0.0%
WW CC Fees 10/20 Plan10/20	\$ -	-	-	0.0%
Interest Income-restricted	\$ 8,836	6,065	2,771	45.7%
TOTAL RESTRICTED REVENUE (1) (2)	\$ 176,235	\$ 40,659	\$ 135,576	333.4%

NET OPERATING INCOME & RESTRICTED REVENUE **\$ 1,694,809** **\$ 995,062** **\$ 699,747** **70.3%**

NOTES:

	Actual YTD	Budgeted	Variance
(1) Not including grant funds & state appropriations of:	\$24,990		24,990
(2) Not including contributed capital of:	\$54,987	\$0	54,987
(3) Not including debt service interest expense of:	\$131,388	\$131,389	1
(4) Not including debt service principal payments of:	\$0	\$507,036	507,036
(5) Not including non-cash depreciation/amortization of:	\$841,435	\$894,067	52,632
(6) Not including net Construction In Progress (CIP) Expenditures of:	\$887,768		



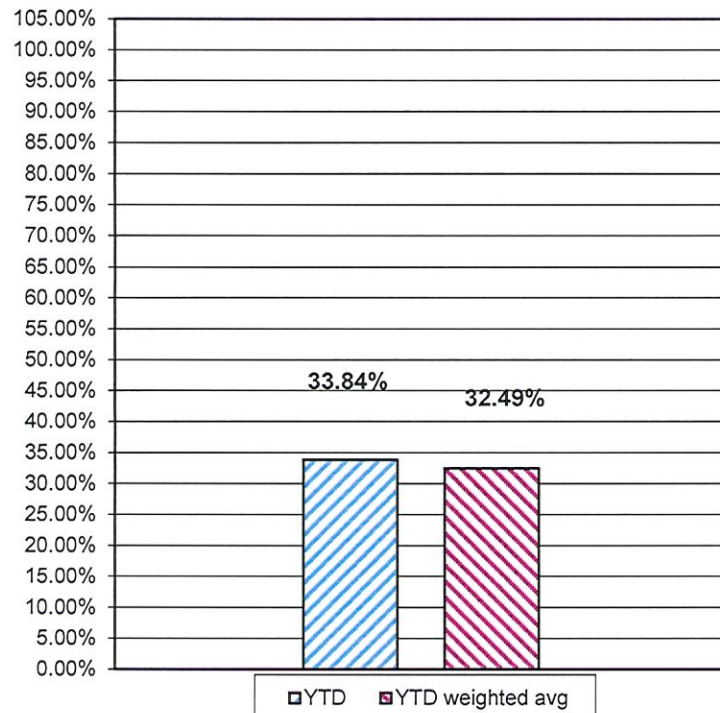
Current FY-21 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budget Water Revenue	4 Yr Weighted Average %
Period		YTD	\$ 6,085,229	\$6,418,804	
Oct.		529,526	\$ 44,634	8.25%	7.97%
Nov.	\$	579,094	\$ 100,045	17.27%	15.85%
Dec.	\$	539,571	\$ 51,945	25.68%	23.85%
Jan.	\$	523,717	\$ (1,017)	33.84%	32.49%
Feb.					40.99%
Mar.					49.40%
Apr.					58.50%
May					66.77%
Jun.					75.30%
Jul.					83.66%
Aug.					91.81%
Sep.					100.00%

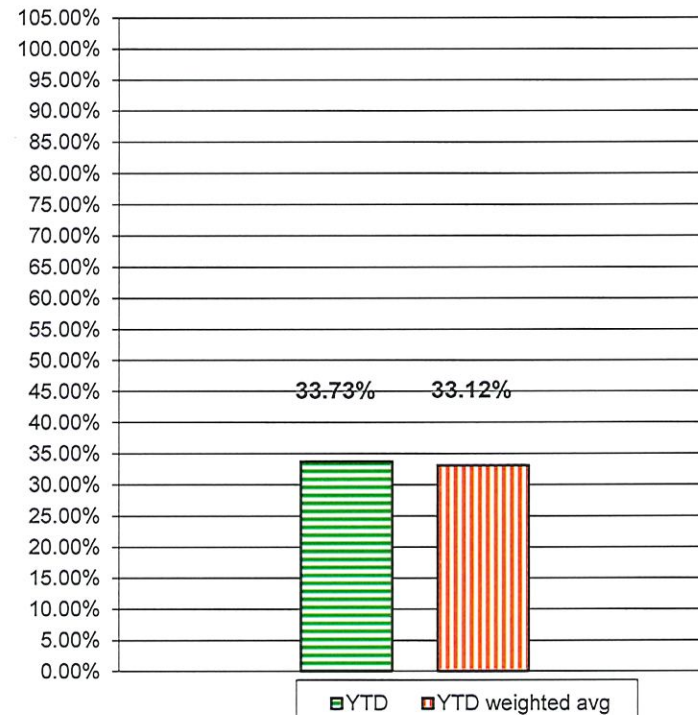
SEWER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 3,779,411	\$4,014,829	
Oct.	\$	335,081	\$ 26,358	8.35%	8.17%
Nov.	\$	369,771	\$ 68,312	17.56%	16.15%
Dec.	\$	333,389	\$ 20,440	25.86%	24.43%
Jan.	\$	315,961	\$ (12,302)	33.73%	33.12%
Feb.					41.82%
Mar.					50.30%
Apr.					59.36%
May					67.28%
Jun.					75.59%
Jul.					83.89%
Aug.					91.83%
Sep.					100.00%

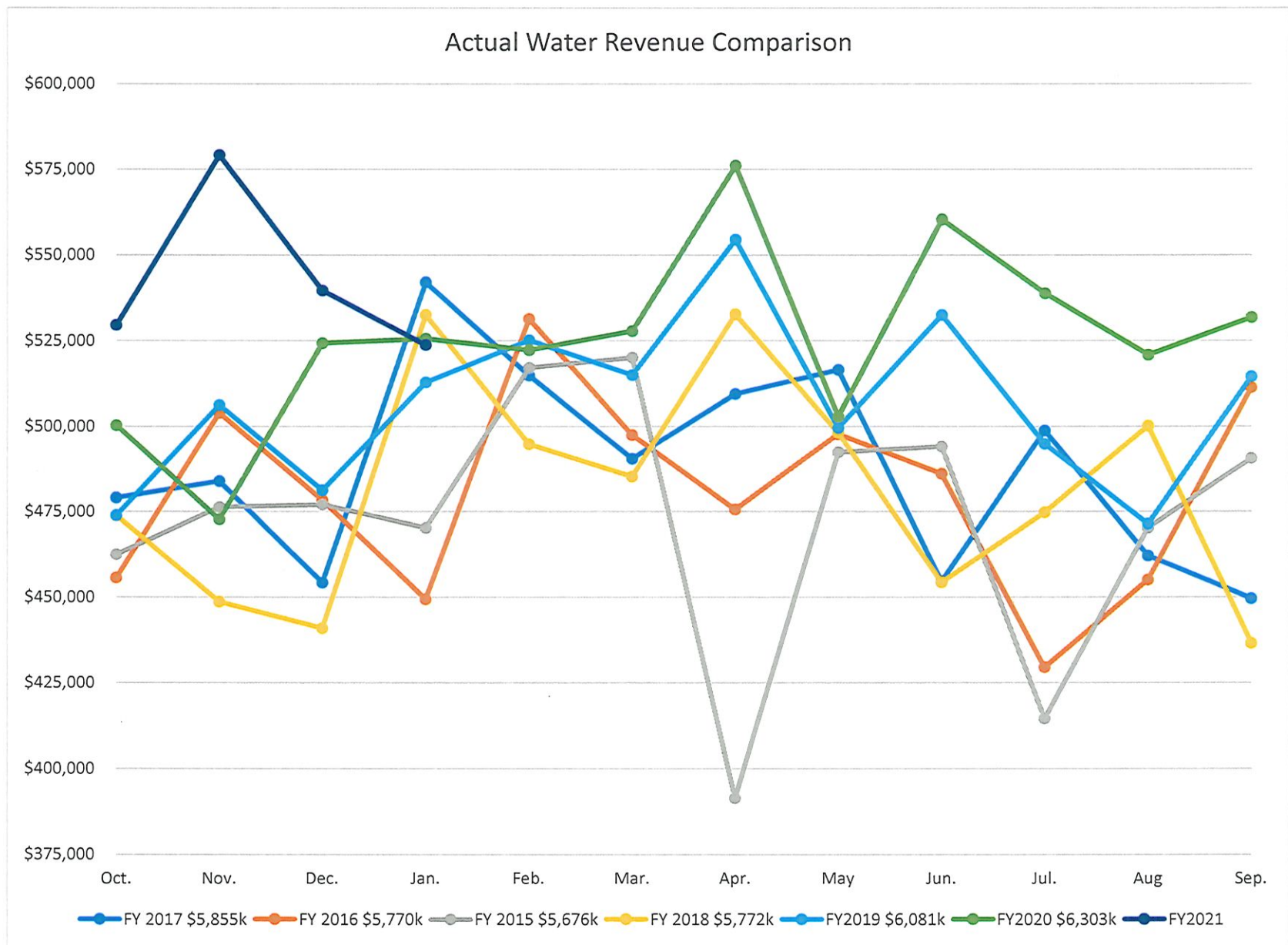
WATER AND SEWER REVENUE COMPARISON **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**

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

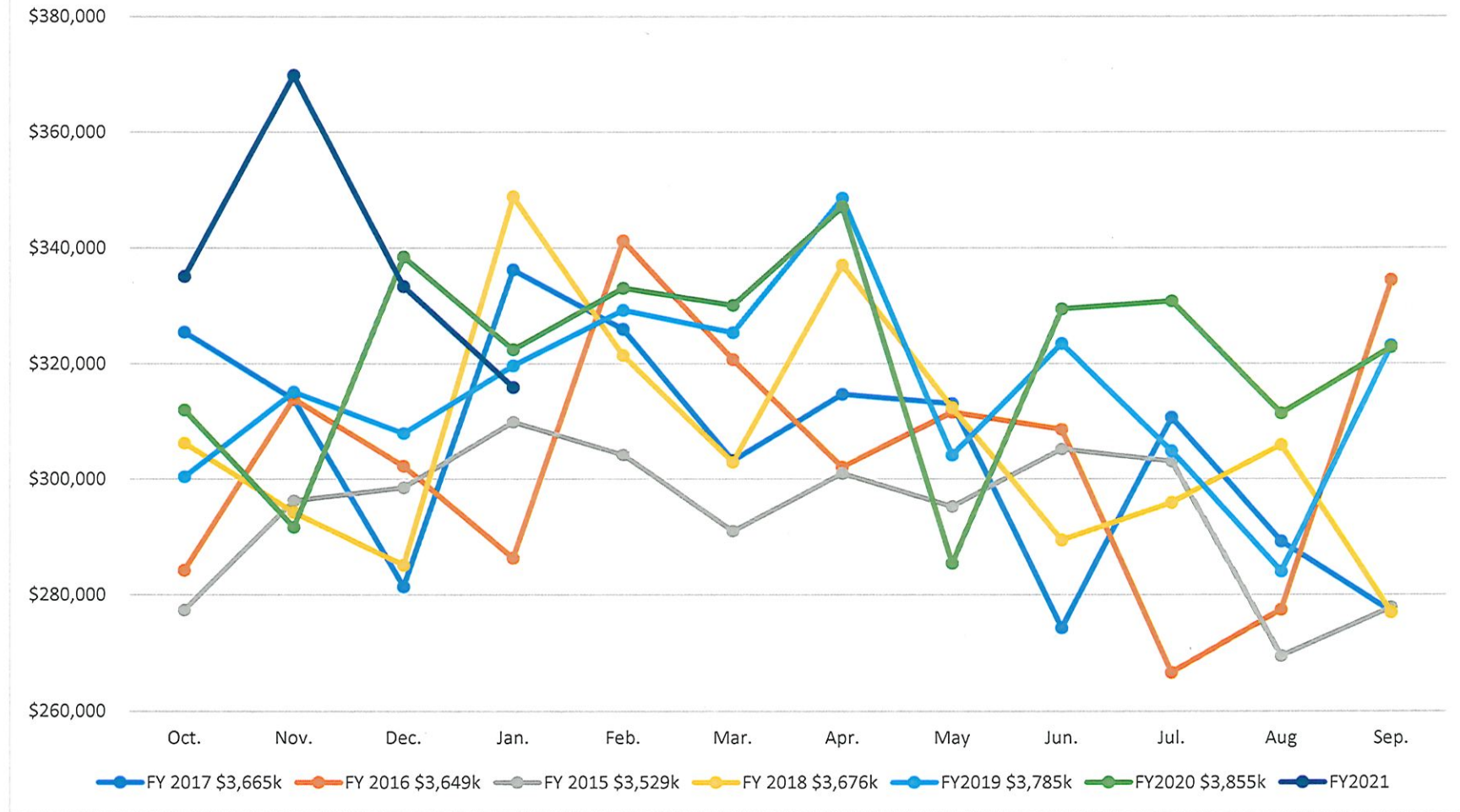


SEWER REVENUE COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
JANUARY 2020 FY-21





Actual Wastewater Revenue Comparison

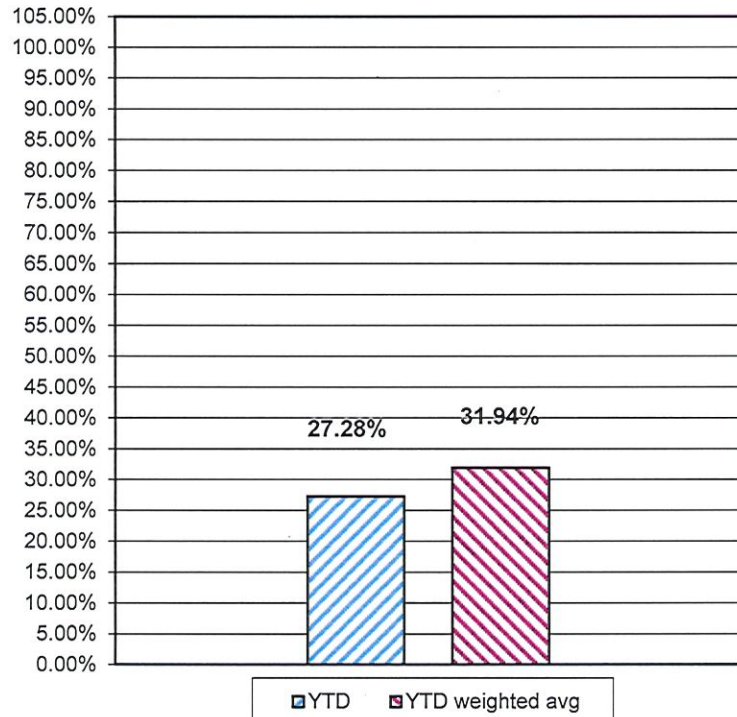


**Current FY-21 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

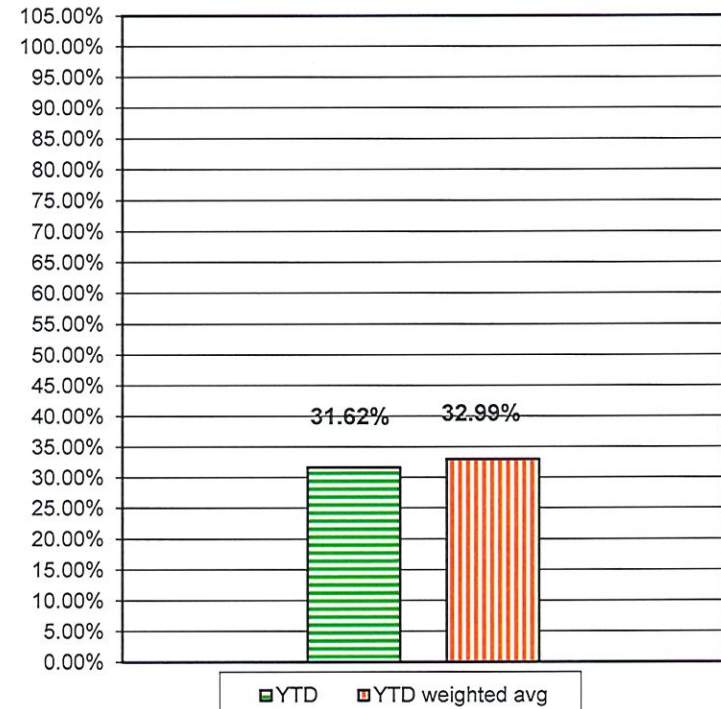
OPERATING EXPENSES:			\$ Difference For the Month From 4 Year Weighted Avg of	% Current YTD To Budgeted Operating Exp.	4 Yr Weighted Average
Period	YTD		\$ 6,455,933	\$7,911,516	
Oct.	\$ 487,324	\$ 487,324	\$ 75,719	6.16%	6.78%
Nov.	\$ 437,327	\$ 924,651	\$ (53,417)	11.69%	14.34%
Dec.	\$ 729,714	\$ 1,654,365	\$ 199,501	20.91%	22.82%
Jan.	\$ 503,663	\$ 2,158,028	\$ (98,360)	27.28%	31.94%
Feb.					40.05%
Mar.					50.00%
Apr.					57.12%
May					66.16%
Jun.					73.46%
Jul.					82.17%
Aug.					92.02%
Sep.					100.00%
NON-OPERATING EXPENSES:			\$ Difference For the Month From 4 Year Weighted Avg of	% Current YTD To Budgeted Non-Oper. Exp.	
			\$ 3,257,678	\$3,076,367	
Oct.	\$ 248,131	\$ 248,131	\$ (17,733)	8.07%	8.20%
Nov.	\$ 241,668	\$ 489,799	\$ (24,456)	15.92%	16.40%
Dec.	\$ 241,668	\$ 731,467	\$ (26,292)	23.78%	24.70%
Jan.	\$ 241,356	\$ 972,823	\$ (26,745)	31.62%	32.99%
Feb.					41.20%
Mar.					49.42%
Apr.					57.60%
May					65.74%
Jun.					74.08%
Jul.					82.41%
Aug.					90.72%
Sep.					100.00%

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

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



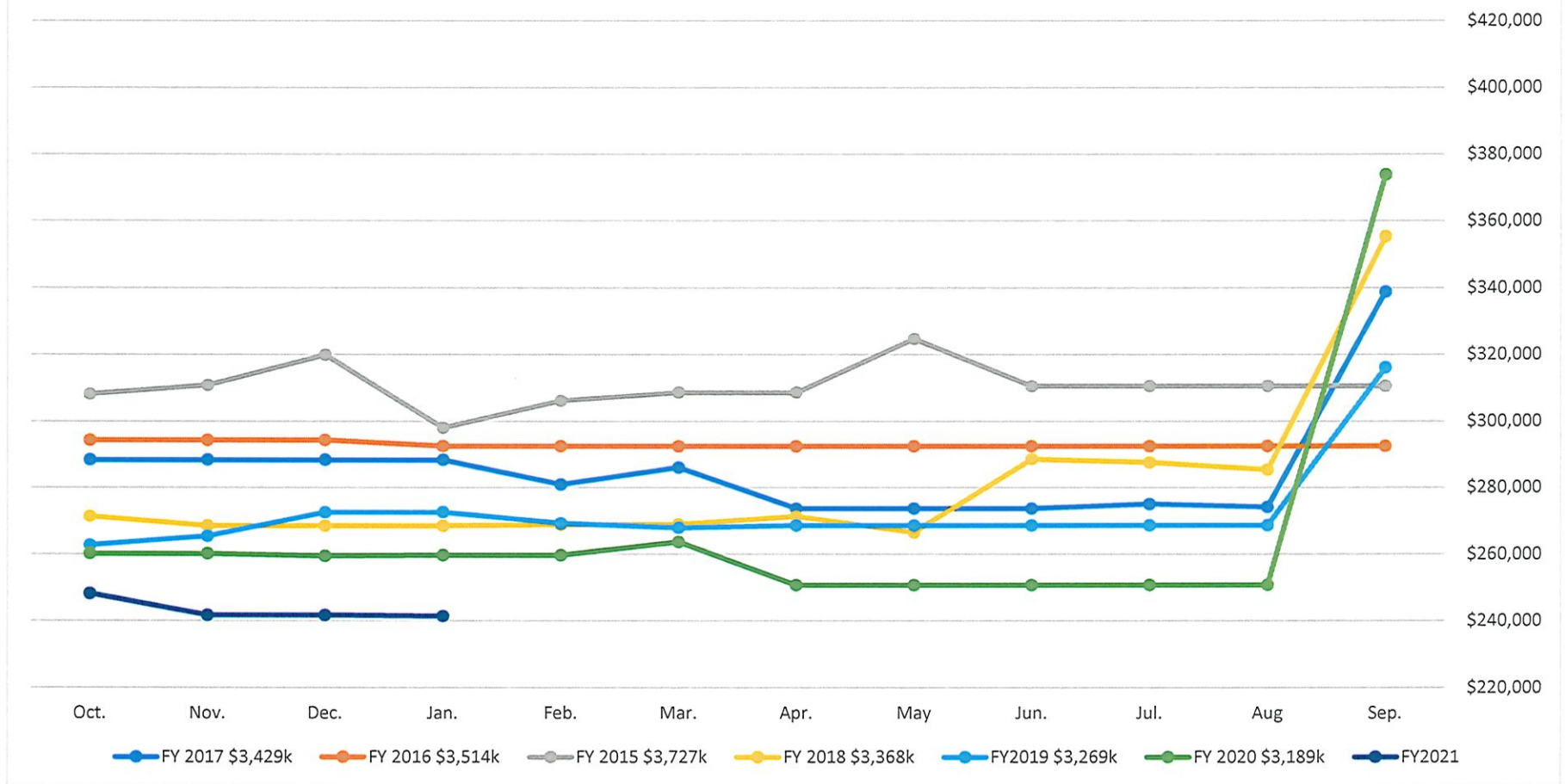
NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
JANUARY 2020 FY-21



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	B	T	W	X	Y	Z	AA	AB	AC	AD	AE	AF
90		Okeechobee Utility Authority		OUA prepared / Audit		OUA prepared		OUA prepared					
91		Statement of Cash Flows											
92		Basis of Accounting		Accrual Basis for Revenues		Accrual Basis for Revenues		Accrual Basis for Revenues					
93				Accrual for Basis Expenses		Cash Basis for Expenses		Cash Basis for Expenses					
94													
95				Sept 30, 2019		Sept 30, 2020		Jan 31, 2021					
96				12 Months		12 Months		4 Months					
97													
98		Cash Flows from Operations											
99		Operating Income		1,192,903		1,000,185		650,055					
100		Depreciation & Amortization		2,804,190		2,746,474		841,435					
101		Increase (decrease) in cash from changes in accounts receivable		(4,715)		(416,787)		650,930					
102		Increase (decrease) in cash from changes in accounts payable		508,329		(394,791)		(271,552)					
103		Increase in cash from changes in other assets & liabilities		83,081		446,957		204,695					
104		Decrease in cash from changes in other assets & liabilities		(80,543)		(388,909)		(259,303)					
105		Cash provided (used) by operations		4,503,245		2,993,129		1,816,260					
106													
107		Cash Flows from Nonoperating Revenues/Expenses											
108		Capital connection fees		191,424		97,282		167,399					
109		Interest revenue		197,248		157,694		17,433					
110		Interest expense		(598,589)		(605,170)		(131,388)					
111		Cash provided (used) by nonoperating activities		(209,917)		(350,194)		53,444					
112													
113		Cash Flows from Capital and Financing Activities											
114		Purchase of equipment, computer hardware, completed construction projects & contributed capital assets		(481,812)		(342,552)		(134,130)					
115		Construction in progress		(2,499,599)		(4,913,908)		(887,768)					
116		Acquisition of land and related costs		0		(252,195)		0					
117		Sale of land and equipment		32,431		8,610		0					
118		Gain (Loss) on sale of land and equipment		6,432		2,310		18,487					
119		Bond principal payments		(4,802,237)		(1,287,391)		0					
120		Grant revenue & FEMA reimbursement		394,358		1,154,965		24,990					
121		Capital contributions		8,772		224,430		54,987					
122		Cash provided (used) by capital / financing activities		(7,341,655)		(5,405,731)		(923,434)					
123													
124		Net increase (decrease) in cash and investments		(3,048,327)		(2,762,796)		946,270					
125													
126		This interim cash flow statement for 1/31/21 does not include accruals for operating expenses.											
127		Revenues, however, are reported on an accrual basis.											
128													

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
January 31, 2021

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 2,026,663.43
Unrestricted assets:	
Investments	0.00
Interest receivable	0.00
Grants receivable	
Restricted assets:	
Cash and cash equivalents	8,122,615.45
Investments	0.00
Interest receivable	0.00
Receivables:	
Accounts receivable	1,431,083.48
less allowance for uncollectible accounts	-192,028.72
Inventories	512,047.57
Prepaid Expenses	317,088.90
Total current assets	<u>12,217,470.11</u>

NONCURRENT ASSETS

Capital assets:

Land	2,743,323.32
Utility plants, buildings and equipment	99,585,425.92
	<u>102,328,749.24</u>
Less accumulated depreciation	-47,355,739.09
	<u>54,973,010.15</u>
Construction in progress	8,046,774.14
Total capital assets	<u>63,019,784.29</u>

Other Assets:

Net Pension Asset	286,195.00
Unamortized organizational cost, net	0.00

Deferred Charges:

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

Total noncurrent assets	<u>64,121,405.36</u>
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TOTAL ASSETS	<u><u>\$ 76,338,875.47</u></u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	257,870.69
Accrued expenses		134,860.66
Due to other governments		41,328.30
Bonds payable (current)		2,028,142.73
Accrued compensated absences (current)		242,244.08
Payable from restricted assets		
Accrued interest		135,531.28
Customer Deposits		583,103.82
Total current liabilities		<u>3,423,081.56</u>

NONCURRENT LIABILITIES

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

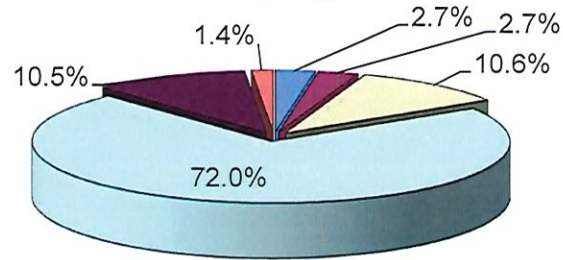
TOTAL LIABILITIES		<u>23,505,890.38</u>
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NET POSITION

Invested in capital assets, net of related debt		38,353,565.00
Restricted for capital projects		2,152,317.00
Restricted for debt service		627,806.00
Restricted for Rate Stabilization		2,400,940.00
Unrestricted		8,496,394.09
YTD Surplus of Revenue over Expenses		801,963.00
Total net position		<u>52,832,985.09</u>

TOTAL LIABILITIES AND NET POSITION	\$	<u>76,338,875.47</u>
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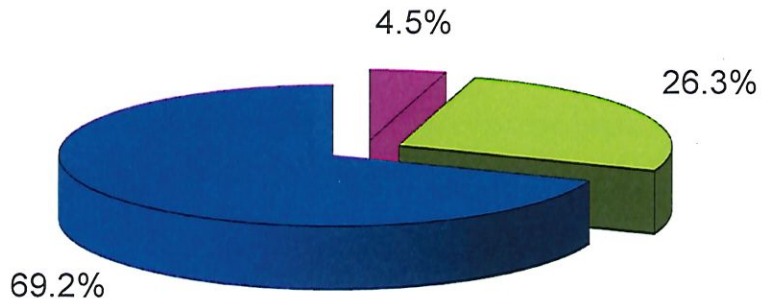
Assets - January, 2021



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

Cash	2,026,663	2.7%
AR, Inventory & Prepaid	2,068,191	2.7%
Restricted Cash	8,122,615	10.6%
Fixed Assets	54,973,010	72.0%
Construction in Progress	8,046,774	10.5%
Other Assets (Deferred Charges)	1,101,621	1.4%
Total Assets	76,338,875	

Liabilities & Equity January, 2021



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

Current Liabilities	3,423,082	4.5%
Noncurrent Liabilities	20,082,809	26.3%
Equity - Net Assets	52,832,985	69.2%
Total Liab & Equity	76,338,875	

Okeechobee Utility Authority
Detail of January 31, 2021 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

		Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Accounts included in Other Operating Revenue:				
Install Fees-Water		\$ 8,076	\$ 2,125	\$ 5,951
Private Fire Protection		\$ 25,793	23,562	2,232
Turn on/off Fees		\$ 20,722	15,869	4,853
Other Revenue-Water	A	\$ 5,967	4,845	1,122
Install Fees-Sewer		\$ 1,040	2,040	(1,000)
Kings Bay Sewer Maint. Fees		\$ 3,499	3,674	(175)
Other Revenue-Sewer	B	\$ 528	671	(143)
Penalties & Late Charges		\$ 40,715	39,136	1,579
Gain/Loss Sale of Assets	C	\$ 18,487	0	18,487
Ag Land Lease		\$ 2,508	0	2,508
Miscellaneous Revenue	D	\$ 14,561	13,110	1,451
Totals		<u>\$ 141,895</u>	<u>\$ 105,032</u>	<u>\$ 36,863</u>

A Other Revenue-Water includes:

Water service inspection fees
Backflow prevention fees
After hours charges
Meter relocation charges
Bench test charges

B Other Revenue-Sewer includes:

Wastewater service line inspection fees

C Gain/Loss on Sale of Assets

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

D Miscellaneous Revenue includes:

Administration charges
Charges for damage and repair to system:
Parts and labor used
Equipment charges

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

FEBRUARY 8, 2021

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$38,802.88 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$724,136.00
Apr-20	1	Apr-20		\$48,503.60	\$675,632.40
May-20	2	May-20		\$38,802.88	\$636,829.52
Jun-20	3	Jun-20		\$33,952.52	\$602,877.00
Aug-20	4	Aug-20		\$87,306.48	\$515,570.52
Sep-20	5	Sep-20		\$43,653.24	\$471,917.28
Nov-20	6	Nov-20		\$77,605.76	\$394,311.52
Jan-21	7	Jan-21		\$38,802.88	\$355,508.64
Feb-21	8			\$38,802.88	\$316,705.76

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



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

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

Invoice

BILL TO

January 27, 2021

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

Invoice No. 1338

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

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

OUA Purchase Order No. 10264

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$485,036	84%	\$407,430.24	\$368,627.36	\$38,802.88
B2 – Bidding Services	\$27,160	0%	\$0.00	\$0.00	\$0.00
C – Construction Services	\$211,940	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$38,802.88

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$407,430.24

Total Billed this Invoice: \$ 38,802.88

For services rendered through January 26, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

FEBRUARY 8, 2021

CONSENT AGENDA

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

Please find attached the invoice in the amount of \$14,660.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$43,500.00
Nov-20	1	Nov-20		\$22,620.00	\$20,880.00
Jan-21	2	Jan-21		\$20,880.00	\$0.00
Jan-21	Additional Services		\$56,990.00		\$56,990.00
Feb-21	3		\$14,660.00		\$42,330.00

Staff recommends approval of this invoice in the amount of \$14,660.00 to Sumner Engineering & Consulting, Inc.



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

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

Invoice

BILL TO

January 27, 2021

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

Invoice No. 1337
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	\$0.00	\$14,660.00
D3 – Oak Lake Estates Construction Services	\$42,330.00	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$14,660.00

Total Purchase Order Amount: \$100,490.00
Total Billed to Date: \$ 58,160.00
Total Billed this Invoice: \$ 14,660.00

For services rendered through January 26, 2021.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

FEBRUARY 8, 2021

CONSENT AGENDA

INVOICES FROM ONEWATER, INC. – LAKEVIEW ESTATES WWTP

Please find attached the invoice in the amount of \$3,887.00 submitted by OneWater, Inc. Staff is aware of the work currently being done by OneWater, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$977,950.00
May-20	1	May-20		\$45,572.00	\$932,378.00
Jun-20	2	Jun-20		\$136,314.31	\$796,063.69
Jul-20	3	Jul-20		\$52,969.00	\$743,094.69
Aug-20	4	Aug-20		\$50,509.00	\$692,585.69
Sep-20	5	Sep-20		\$36,500.00	\$656,085.69
Oct-20	6	Nov-20		\$32,725.00	\$623,360.69
Nov-20	7	Nov-20		\$36,765.00	\$586,595.69
Dec-20	8	Dec-20		\$38,257.50	\$548,338.19
Jan-21	9	Jan-21		\$63,900.00	\$484,438.19
Feb-21	10		\$3,887.00		\$480,551.19

Staff recommends approval of this invoice in the amount of \$3,887.00 to OneWater, Inc.



INVOICE NO. 1365A

February 1, 2021

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

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

AGREEMENT TOTAL - Grant Task Amounts to OneWater Inc.:										
Task 2 - Design and Permitting										\$ 123,000
Task 3 - Project Management & Testing										\$ 18,000
Task 4 - Construction										\$ 766,950
Task 5 - Connection to Central Sewer										\$ 70,000
TOTAL ORDER										\$ 977,950
PAYMENT DUE THIS INVOICE:										
Task 2	See KHA invoice									\$ 3,887.00
Task 3										\$ -
Task 4										\$ -
Task 5										\$ -
AMOUNT DUE THIS INVOICE										\$ 3,887.00
PRIOR INVOICES:	#1344A	#1346A	#1348A	#1352A	#1355A	#1357A	#1359A	#1362A	#1363A	Totals
Task 2	\$ 6,150.00	\$ 11,070.00	\$ 13,530.00	\$ 11,070.00	\$ 6,500.00	\$ 2,725.00	\$ 6,765.00	\$ 7,995.00	\$ 12,300.00	\$ 78,105.00
Task 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4	\$ 39,422.00	\$ 125,244.31	\$ 39,439.00	\$ 39,439.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 8,662.50	\$ 30,000.00	\$ 372,206.81
Task 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,600.00	\$ 21,600.00	\$ 43,200.00
TOTAL PRIOR INVOICES										\$ 493,511.81
REMAINING TO BE INVOICED:										
Task 2										\$ 41,008.00
Task 3										\$ 18,000.00
Task 4										\$ 394,743.19
Task 5										\$ 26,800.00
TOTAL REMAINING TO BE INVOICED										\$ 480,551.19
TOTAL ORDER										\$977,950.00

Please remit amount due now to:

Pay Routing Transit Number: ABA 021052053

Account Number: 18339057

PNC Bank

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

www.algaewheel.com

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

FEBRUARY 8, 2021

CONSENT AGENDA

INVOICE FROM ECKLER ENGINEERING, INC. – PRP UTILITY IMPROVEMENTS

Please find attached the invoice in the amount of \$18,860.00.00 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$145,600.00
May-20	1	May-20		\$2,912.00	\$142,688.00
Jun-20	2	Jun-20		\$11,648.00	\$131,040.00
Jul-20	3	Jul-20		\$32,032.00	\$99,008.00
Aug-20	4	Aug-20		\$14,560.00	\$84,448.00
Aug-20	Change Order		\$21,000.00		\$105,448.00
Sep-20	5	Sep-20		\$22,148.00	\$83,300.00
Oct-20	6	Oct-20		\$24,990.00	\$58,310.00
Nov-20	7	Nov-20		\$19,992.00	\$38,318.00
Dec-20	8	Dec-20		\$4,998.00	\$33,320.00
Dec-20	Change Order		\$22,000.00		\$55,320.00
Jan-21	9	Jan-21		\$8,170.00	\$47,150.00
Feb-21	10		\$18,860.00		\$28,290.00

Staff recommends approval of this invoice in the amount of \$18,860.00 to Eckler Engineering, Inc.

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

February 3, 2021
No: 235-006.01
Invoice No: 21026

Project: Pine Ridge Park Utility Improvements

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

Professional Services from December 26, 2020 to January 31, 2021

Fee

Total Fee	188,600.00			
Percent Complete	85.00	Total Earned	160,310.00	
		Previous Fee Billing	141,450.00	
		Current Fee Billing	18,860.00	
		Total Fee		18,860.00

Billing Limits

	Current	Prior	To-Date
Total Billings	18,860.00	141,450.00	160,310.00
Limit			188,600.00
Remaining			28,290.00

Total this Invoice \$18,860.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

FEBRUARY 8, 2021

CONSENT AGENDA

INVOICES FROM RJ SULLIVAN CORP – WTP IMPROVEMENTS

Please find attached the invoice in the amount of \$28,975.00 submitted by RJ Sullivan Corp. Staff is aware of the work currently being done by RJ Sullivan Corp. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$5,095,000.00
May-19	1	May-19		\$81,495.00	\$5,013,505.00
Jun-19	2	Jun-19		\$132,218.31	\$4,881,286.69
Jul-19	3	Jul-19		\$87,952.38	\$4,793,334.31
Aug-19	4	Aug-19		\$293,370.27	\$4,499,964.04
Sep-19	5	Sep-19		\$508,127.91	\$3,991,836.13
Oct-19	6	Oct-19		\$522,803.03	\$3,469,033.10
Nov-19	7	Nov-19		\$317,040.26	\$3,151,992.84
Dec-19	8	Dec-19		\$98,601.59	\$3,053,391.25
Jan-20	9	Jan-20		\$184,079.70	\$2,869,311.55
Feb-20	10	Feb-20		\$409,714.55	\$2,459,597.00
Mar-20	11	Mar-20		\$368,095.25	\$2,091,501.75
Apr-20	12	Apr-20		\$148,762.27	\$1,942,739.48
May-20	13	May-20		\$466,085.00	\$1,476,654.48
Jun-20	14	Jun-20		\$212,679.81	\$1,263,974.67
Jul-20	15	Jul-20		\$157,317.53	\$1,106,657.14
Aug-20	16	Aug-20		\$122,940.65	\$983,716.49
Sep-20	17	Sep-20		\$138,305.75	\$845,410.74
Nov-20	18	Nov-20		\$86,440.50	\$758,970.24
Nov-20	19	Nov-20		\$248,265.48	\$510,704.76
Dec-20	20	Dec-20		\$155,681.12	\$355,023.64
Jan-21	21	Jan-21		\$20,630.90	\$334,392.74
Feb-21	22		\$28,975.00		\$305,417.74

Staff recommends approval of this invoice in the amount of \$28,975.00 to RJ Sullivan Corp.

PAYMENT APPLICATION AND CERTIFICATE

Date: February 4, 2021

Project No: 382

Application No: 22

Period From 1/1/20

To 1/31/20

Project: Water Treatment Plant Improvements

To Owner: Okeechobee Utility Authority

From Contractor: R.J. Sullivan Corp.

Thru Engineer: Eckler Engineering, Inc.

1.	Original Contract Sum	\$	<u>5,095,000.00</u>
2.	Approved Contract Modifications	\$	<u>-</u>
3.	Contract Modifications Approved This Period (List Contract Modification Numbers And attach copies of Contract Modifications)	\$	<u>-</u>
4.	Revised Contract Amount (Sum of Lines 1 & 2)	\$	<u>5,095,000.00</u>
5.	Total Value of Work completed to Date	\$	<u>5,041,665.54</u>
6.	Less Amount Retained (<u>5</u> %)	\$	<u>252,083.28</u>
7.	Subtotal (Line 5 - Line 6)	\$	<u>4,789,582.26</u>
8.	Less Previous Certificates for Payment	\$	<u>4,760,607.26</u>
	(Line 7 from previous application)		
9.	Current Payment Due (Line 7 - Line 8)	\$	<u>28,975.00</u>
10.	Balance to Finish Plus Retainage (Line 4 - Line 7)	\$	<u>305,417.74</u>
11.	Percent Project Complete (<u>98.95</u> %)		

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies:

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

Payment of the amount in
Line 9 is recommended.


Contractor

2/4/21

Date


Project Representative

2-4-2021

Date

ECKLER ENGINEERING, INC.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

FEBRUARY 8, 2021

CONSENT AGENDA

INVOICE FROM VOCELLE AND BERG, LLP

The OUA billed Gadsden Family LTD Partnership for wastewater connection fees in Pine Ridge Park. The customer is disputing the charges. The OUA has obtained the legal representation of Vocelle and Berg, LLP, to review the pertinent documents pertaining to the debt due. An invoice in the amount of \$2,800.00 has been submitted for approval for services during the month of January from Vocelle and Berg, LLP.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Total Paid
February-21	1			\$2,800.00	\$2,800.00

Staff recommends approval of this invoice in the amount of \$2,800.00 from Vocelle & Berg, LLC.

VOCALLE & BERG, L.L.P.
 3333 20TH STREET
 VERO BEACH, FL 32960-2469
 TELEPHONE (772) 562-8111
 FAX (772) 562-2870
 FEDERAL TAX I.D. # 20-5935145

Okeechobee Utility Authority
 100 SW Fifth Avenue
 Okeechobee FL 34974-4221

Page: 1
 February 01, 2021
 ACCOUNT NO: 3170-00002M
 STATEMENT NO: 1

PO No. 10692 - Gadsden Family / Pine Ridge Park

			<u>RATE</u>	<u>HOURS</u>	
01/13/2021	HGM	Receipt and review of email and numerous attachments from Tom Conely, Esq. regarding Pine Ridge Park dispute.	350.00	1.75	612.50
01/14/2021	HGM	Additional review of materials from Tom Conely, Esq. Telephone conference with tom Conely, Esq. Conference call with John Hayford and Tom Conely, Esq. Receipt and review of email and numerous attachments from John Hayford.	350.00	1.50	525.00
01/19/2021	HGM	Receipt and review of various emails and numerous attachments from John Hayford regarding Pine Ridge Park and Gadsden Family, LTD. Comparison of letters to Asset Transfer and Acquisition Agreement. Email to John Hayford and Tom Conely regarding same. Email from John Hayford. Draft demand correspondence on behalf of Okeechobee Utility Authority to counsel for Gadsden Family Limited Partnership.	350.00	2.25	787.50
01/20/2021	HGM	Make revisions to and finalize draft of correspondence to counsel for the Gadsden Family Limited Partnership. Correspondence to John Hayford regarding same.	350.00	1.25	437.50
01/21/2021	HGM	Telephone conference with Martin Friedman, Esq., counsel for Gadsden Family Limited Partnership regarding Pine Ridge Park.	350.00	0.75	262.50
01/25/2021	HGM	Review file. Telephone call with John Hayford regarding results of discussion with counsel for Gadsden Family Limited Partnership. Review and receipt of email from John Hayford to utility rate consultant.	350.00	0.50	175.00
		FOR CURRENT SERVICES RENDERED		8.00	2,800.00
		TOTAL CURRENT WORK			2,800.00
		BALANCE DUE			<u>\$2,800.00</u>

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

FEBRUARY 8, 2021

CONSENT AGENDA

ACCOUNTS TO BE WRITTEN OFF

There are five owner accounts that exceed the five-year statute of limitation and who are no longer the current owner of the property that OUA has outstanding debt for utility services.

There are eight tenant accounts that were closed, and the debt is over 365 days ago.

There are six tenant accounts with balances less than \$35.00, and the debt is over 120 days past due.

Staff recommends approval that these nineteen tenant and owner accounts totaling \$4,827.98 be written off.

	A	B	C	D	E	F	G	M
1	PAST DUES REPORT JANAUARY 2021							
2								
3	UB ACCT	RTE/SEQ	OWNER	R/NR/GOV	FINAL	NAME (CUSTOMER)	ADDRESS	TOTAL
4	007777-000	12201040	TENANT	Non Reside	11/3/2015	PRIMITIVE BAPT CHURCH	1003 SW 3RD AVE	\$ 175.82
5	051347-000	30503120	tenant	residential	12/23/2019	CARTER-KNAPIK KELLY MICHELLE	2926 SE 36TH AVE	\$ 246.11
6	042763-000	30801440	Tenant	Residential	1/13/2020	STATON VICKI H	4368 SE 22ND CT	\$ 487.53
7	049157-000	11200217	Tenant	Residential	1/13/2020	ALLEN KIMBERLY MARIE	1007 SW PARK ST	\$ 817.93
8	051846-000	27102146	TENANT	RESIDENTIA	1/14/2020	MOORE FLOYD M	625 HWY 78 W	\$ 104.10
9	051459-000	26600115	TENANT	RESIDENTIA	1/27/2020	BOYD ANTIONETTE LILLIAN	949 NW 39TH CIR	\$ 374.54
10	051883-000	50415280	Tenant	Residential	1/27/2020	BILLIE DRAYTON K	1074 ANDREA LN	\$ 96.55
11	051969-000	50415420	TENANT	RESIDENTIA	1/27/2020	THOMAS MERCEDES F	1065 CASEY LN	\$ 71.35
12	052227-000	13202208	TENANT	RESIDENTIA	8/13/2020	HOLSOMBACH ELLEN	902 NW 10TH ST	\$ 12.70
13	015266-000	14000756	TENANT	Residential	8/19/2020	TORRES ELOISA	705 SE 14TH AVE	\$ 20.45
14	040442-000	13204588	Tenant	Residential	9/14/2020	PRYOR KISHA Q	420 NW 9TH ST APT 14	\$ 24.53
15	052731-000	13306911	Tenant	Residential	9/14/2020	JENKINS CLAYTON	120 NW 11TH ST	\$ 28.95
16	052011-000	27101232	TENANT	RESIDENTIA	9/28/2020	NAYLOR SHELBY C	3379 SW 4TH AVE	\$ 32.47
17	052625-000	26304412	Tenant	Residential	9/28/2020	RIVAS SANCHEZ NEREYDA	1771 NW 6TH ST	\$ 3.32
18								\$ 2,496.35
19								
20	018810-000	30502450	Owner	Residential	8/5/2015	HARRISON JR JOHN E	2901 SE 39TH AVE	\$ 461.13
21	015180-000	14000320	Owner	Residential	12/17/2013	WATFORD MIRIAM	SE 16TH AVE	\$ 180.09
22	042508-000	15102088	Owner	Residential	6/4/2013	MULLINS ET UX MARK	903 SE 8TH AVE	\$ 418.17
23	020717-000	30800610	Owner	Residential	5/1/2012	HAIGHT HOWARD F	2219 SE 40TH AVE	682.24
24	036805-000	14200400	Owner	Non Reside	7/12/2011	SUPER STOP PETROLEUM INC	510 NE PARK ST	\$ 590.00
25								\$ 2,331.63
26								
27	Total							\$ 4,827.98

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

FEBRUARY 8, 2021

DISCUSSION ON CAPITAL CONNECTION CHARGES

Recently, the Okeechobee Utility Authority had an existing non-residential (commercial) account contacting the OUA concerning an expansion at their facility. The expansion to the facility would require a new meter installation and new water/wastewater demand. OUA staff met with the business several times to discuss the project and to request flow demand information from them.

Based upon the information provided by the customer to the OUA, OUA staff calculated a demand of 57 ERC's, where an ERC is an Equivalent Residential Connection which equals a demand of 250 gallons per day. Based upon the current rate schedule, the connections fees required from this new demand are in the order of magnitude of approximately \$112,000.

The customer was working with the local Okeechobee County Economic Development Corporation (OCEDC) to assist in the development of their new addition. Both the customer and OCEDC have taken the position that the OUA connection fees are a hinderance to development. OCEDC has also suggested that the OUA could grow the utility business by eliminating connection fees. OCEDC would like to present to the OUA Board their position on this matter.

Background on OUA Fees

From Resolution 15-01

SECTION 19. EQUIVALENT RESIDENTIAL CONNECTION (ERC)

A. When determining equivalent residential connection (ERC) for water and wastewater service and for purposes of calculating and imposing the Water and/or Wastewater Capital Connection Charge provided for in the Rate Resolution approved by the OUA Board, the ERC factor for any new connection or modification to an existing connection shall be calculated and imposed in the manner provided as follows:

(1) For water and/or wastewater service capacity, one ERC is hereby established and determined to be equal to a flow of two hundred fifty gallons per day, (250 GPD) based upon the average daily flow (ADF

SECTION 20. ESTABLISHMENT OF WATER AND WASTEWATER SCHEDULE OF RATES, FEES AND CHARGES

The OUA Board shall establish and adopt by Resolution a water and wastewater schedule of rates, fees and charges. The OUA Board may modify the water and wastewater Rate Resolution from time to time by like action.

SECTION 22. FREE SERVICE PROHIBITED

No service shall be furnished free of charge to any customer whatsoever, and any customer connected to the OUA water and/or wastewater systems shall pay at the Rates fixed by resolution, without exception.

SECTION 41. FINANCIAL FUND POLICIES

H. Accrued Guaranteed Revenue Charge (AGRC)

In order to ensure that current and future customers reserving capacity are treated equally with respect to the cost of reserving capacity for future use an Accrued Guaranteed Revenue Charge (AGRC) will be assessed to all new water and/or wastewater connections on a per equivalent residential connection (ERC) basis in accordance with the schedule of rates, fees and charges in effect at the time new water and/or wastewater utility services are established.

The current OUA Schedule of Rates, Fees and Charges (Resolution 20-06) provides the following:

Water Capital Connection Charge (per ERC) - \$405.00

Water AGRC (per ERC) - \$250.00

Wastewater Capital Connection Charge (per ERC) - \$786.00

Wastewater AGRC (per ERC) - \$500.00

These values represent a 75% annual reduction in the actual amounts set for these items.

Each year during budget preparation, an estimate of the number of connections in the coming year is made. The revenue derived from these estimated connections is included in the budgetary process. The following table shows the current year (FY21) and the previous year estimations for connection and the fees.

CONNECTION REVENUE

	FY20			FY21		
	Units	Each	Total	Units	Each	Total
Water Capital Connection Charge	25	\$378	\$9,450	25	\$386	\$9,650
Wastewater Capital Connection Charge	12	\$734	\$8,808	12	\$750	\$9,000
Water AGRC	25	\$250	\$6,250	25	\$250	\$6,250
Wastewater AGRC	12	\$500	\$6,000	12	\$500	\$6,000
TOTAL			\$30,508	TOTAL \$30,900		

The actual number on connections for FY20 are as follows:

ACTUAL CONNECTION REVENUE

	FY20		
	Units	Each	Total
Water Capital Connection Charge	103		\$38,976
Wastewater Capital Connection Charge	41		\$30,244
Water AGRC	104		\$26,335
Wastewater AGRC	62		\$32,019
TOTAL			\$127,574

These capital connection charges have been collected from each new connection to the system. Historically these fees were used to offset previous capital improvement expenditures. The following table details the annual debt service payments made to specific lenders last year (FY20) and what is projected to be paid this year (FY21).

ANNUAL DEBT SERVICE PAYMENTS

	FY20		FY21
BB&T 2017A	\$1,319,320.00	Truist 2020A	\$1,406,228.85
BB&T 2017B	\$414,983.00	Truist 2020B	\$333,218.75
SRF #1	\$682,863.00	SRF #1	\$682,862.00
TOTAL	\$2,417,166.00	TOTAL	\$2,422,309.60

From the previous tables, the connections fees budgeted are a little over 1% of the annual debt service payments. However, while the capital connection charges do represent a small portion of the debt service, it does reflect that new connections pay slightly more for the first year towards capital expenditures than the existing customer base.

OUA staff contacted representatives of Truist Bank and State Revolving Fund (SRF). OUA staff inquired regarding the loan documents requiring capital connection charges (CCC) being pledged as a revenue source in the repayment of the loans. Both Truist and SRF indicated that they will allow for the loan documents to be altered to remove any references as to requiring CCC as a revenue source for repayment. There may be a cost to prepare these new documents and to utilize the services of a bond counsel.

If the OUA Board would consider any changes to the current OUA Schedule of Rates, Fees and Charges, such as further reducing or eliminating capital connection charges, the OUA Board may consider engaging the OUA rate consultant to review all current revenues, expenses and fees as an update to current policies and practices.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

FEBRUARY 8, 2021

FULFORD EASEMENT

The Okeechobee Utility Authority is nearing completion of the design of the Southwest Service Area (SWSA) force main. This force connects the proposed SWSA pump station to the existing OUA NW-15 pump station located at the soccer fields on the airport property. While the force main route uses existing rights-of-way where possible, at times, the force main does cross private property. When this occurs, the OUA will acquire an easement. To purchase an easement, the OUA secures a price for the easement which is usually accomplished by way of an appraisal.

To cross the Fulford property next to the School Board property, the force main (FM) route encroaches upon the eastern edge of the Fulford property. The requested easement width is 40 feet. The useable area of the requested easement varies due to the proximity of a drainage ditch.

OUA staff met with the property owner to discuss the easement request and gave them a copy of the appraisal. The owner of the property is discussing the easement request with other family members, but in those previous discussions with staff the owner believed that the easement value was too low in consideration of the impact with respect to future use of the property.

OUA staff have prepared a legal description and sketch of the easement. The OUA attorney has reviewed these documents and provided an opinion on the easement situation. The value is demonstrated as well as avoidance of other legal costs.

OUA staff is recommending approval of the easement and associated cost (\$10,000.00) paid to the owners of the Fulford property

CONELY & CONELY, P.A.

OFFICE LOCATION - 401 NORTHWEST SIXTH STREET, OKEECHOBEE, FLORIDA 34972

MAILING ADDRESS:
POST OFFICE DRAWER 1367
OKEECHOBEE, FLORIDA 34973-1367

T.W. CONELY, JR. 1892-1969
TOM W. CONELY, III
DEBORAH M. HOOKER

TELEPHONE - (863) 763-3825
FACSIMILE - (863) 763-6856

January 21, 2021
Via Email

John R. Hayford, Executive Director
jhayford@ouafl.com
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974

Re: Utility Easement from Hanley and Fulford

Dear John:

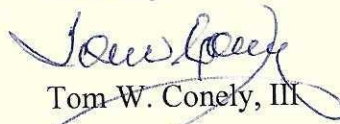
Per your request I have reviewed the appraisal of the Hanley/Fulford property prepared by Philip Holden, MAI, dated May 25, 2020 for the acquisition of a permanent utility easement over the east 40 feet of that part of the NE 1/4 of the SE 1/4 of Section 19, Township 37 South, Range 35 East, lying South of the SFWMD right-of-way. According to the appraisal, this easement area comprises 1.393 acres and the appraised value of the overall property is \$9,500.00 per acre. This translates to a total appraised value of \$13,233.50 for the easement parcel. He has assigned a reduction of 50% for the cost of the easement, or \$6,617.00.

I understand that the owners will convey the easement to the OUA for \$10,000.00.

In my opinion there could be a valid argument made that the reduction of 50% should be 80% because the OUA could, if it chose to do so, fence off the easement to protect any improvement it places in it, which would greatly reduce the ability of the owner to use the property. If the overall value of \$13,233.50 is reduced by 80% for the easement, the cost of the easement would be \$10,586.80 or if it is 75% the cost of the easement would be \$9,925.13.

In view of the above, I recommend that the OUA pay the owners \$10,000.00 for the easement. The OUA can acquire the easement by condemnation, but the costs and attorney fees that would be incurred in that process simply do not justify using that procedure.

Sincerely,


Tom W. Conely, III

\cd

**AN APPRAISAL OF
A 1.393-ACRE PERMANENT UTILITY EASEMENT
ON THE FULFORD PROPERTY**

**OWNED BY
MARY H. AND HANDLEY RUBY FULFORD**

**LOCATED AT
SW 16th STREET
OKEECHOBEE, FL**

**PREPARED FOR
OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVENUE
OKEECHOBEE, FL 34974**

**AS OF
MAY 25, 2020**

APPRAISER

**PHILIP M. HOLDEN, MAI
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1666**

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

JOB NO. 3266



REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

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

July 1, 2020

John Hayford, Executive Director
Okeechobee Utility Authority (OUA)
100 SW 5th Avenue
Okeechobee, FL 34974

Re: An appraisal of a proposed permanent utility easement on the Fulford parcel,
located at SW 16th Street, Okeechobee, FL

Dear Mr. Hayford:

At your request, we have inspected the referenced property from off-site on May 25, 2020, for the purpose of estimating the market value of the fee simple interest in the ownership and the Permanent Utility Easement (PUE) interest proposed to be acquired by Okeechobee Utility Authority (OUA). The intended use of this report is for potential acquisition purposes by OUA. You, as a representative of Okeechobee Utility Authority, are the client and intended user of this report. No other intended users or uses are known or presumed in this analysis. The appraisal is being done for you and your specific purposes and we have no responsibility to others who may use this report. Nothing in this appraisal or our agreement shall create a contractual relationship between S. F. Holden, Inc. or you, the client, and any third party, or any cause of action in favor of any third party.

This appraisal report contains a description of the property appraised and pertinent appraisal information, as required under the Uniform Standards of Professional Appraisal Practice. This letter of transmittal must remain attached to this report in order for the value opinions set forth to be considered valid.

Based upon our investigation and subject to the assumptions and limiting conditions set forth herein, it is our opinion that the market value of the easement interest in the subject property proposed to be acquired as of May 25, 2020, was:

SIX THOUSAND SIX HUNDRED AND SEVENTEEN DOLLARS
(\$6,617)

The value opinions are qualified by certificates, certain definitions, general underlying assumptions and limiting conditions, which are set forth on Pages 4 through 12 of this report. We particularly call your attention to the following Extraordinary Assumptions:

1. We have based our size for the parent tract from Okeechobee County Property Appraiser's records, which we assume to be accurate.
2. We have assumed that any site improvements within the acquisition areas will be replaced and/or relocated by Okeechobee Utility Authority at no cost to the property owner and the land will be returned as close as possible to its before condition.
3. The proposed pipeline will be buried at least three feet below the surface with the pipe sufficiently protected at all ditch/canal crossings and driveways or roads so as to not impact the proposed or continued use of each property.
4. We have assumed that the terms and conditions of the easement document provided for use in this assignment are substantially the same terms and conditions that will be implemented if negotiations prove successful.

This appraisal is based on the following Hypothetical Condition:

1. The appraisal of a property to be encumbered requires the appraiser to employ a "Before" and an "After" analysis, where we assume in the "After" that the perpetual easement has been implemented, when in fact it has not.

Note: The use of the preceding Extraordinary Assumptions and Hypothetical Condition might have affected the assignment results. This statement is required under USPAP.

The Coronavirus (COVID-19) pandemic has been impacting the United States and South Florida since early 2020. Recently, there have been increasing numbers of negative impacts being felt throughout the local, regional and national economy that will to some degree eventually affect the real estate market, but the long-term effects on real estate (if any) will not be known for some time. Although trade group, lender and private capital surveys suggest that there will be some impacts in the urban market areas, interviews with local brokers indicate no negative impact for this property type has yet to be noticed and therefore none was factored into this analysis. We have considered the likelihood of an increase in the property's marketing time.

John Hayford, Executive Director
Okeechobee Utility Authority (OUA)
Page Three
July 1, 2020

This report was prepared for a professional fee billed to you, our client, to establish the value for acquisition purposes. It is intended for your use only and may not be relied upon for any other use other than for acquisition purposes, and for other users that you, the client, deem necessary, anyone else is considered an unintended user.

Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

Thank you for the opportunity to be of service.

Respectfully submitted,
S. F. HOLDEN, INC.

A handwritten signature in black ink, appearing to read 'P. Holden', with a long horizontal stroke extending to the right.

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

PERMANENT UTILITY EASEMENT (PUE)

Part Taken



Location on Parent

The proposed Permanent Utility Easement acquisition is located along the eastern boundary of the property/parent tract.

Area/Configuration

This taking is a 1.393 acres and is 40' wide by approximately 1,517' long. No specific legal description was provided with the above sketch.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

FEBRUARY 8, 2021

OKEECHOBEE LIVESTOCK MARKET EASEMENT

The Okeechobee Utility Authority is nearing completion of the design of the Southwest Service Area (SWSA) force main. This force connects the proposed SWSA pump station to the existing OUA NW-15 pump station located at the soccer fields on the airport property. While the force main route uses existing rights-of-way where possible, at times, the force main does cross private property. When this occurs, the OUA will acquire an easement. To purchase an easement, the OUA secures a price for the easement which is usually accomplished by way of an appraisal.

To cross the Okeechobee Livestock Market property, the force main (FM) route encroaches on the southside of the market after crossing the CSX right-of-way. The FM route then turns to run along the southerly fence line to the westerly property where the FM proceeds north parallel to this property line. The easement is 15' wide and comprises of approximately 1.2 acres.

The engineer of record and OUA staff met with the property owner to discuss the easement request and gave them a copy of the appraisal. The owner of the property is in agreement with the request from the OUA and the value of the easement as reported in the appraisal.

OUA staff have prepared a legal description and sketch of the easement. The OUA attorney has reviewed the documents.

OUA staff is recommending approval of the easement and associated cost (\$17,250.00) paid to the owners of the Okeechobee Livestock Markey property.

**AN APPRAISAL OF
A 1.15-ACRE PERMANENT UTILITY EASEMENT
ON THE OKEECHOBEE LIVESTOCK MARKET PROPERTY**

**OWNED BY
OKEECHOBEE LIVESTOCK MARKET INC.**

**LOCATED AT
1055 HWY 98 NORTH
OKEECHOBEE, FL**

**PREPARED FOR
OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVENUE
OKEECHOBEE, FL 34974**

**AS OF
MAY 25, 2020**

APPRAISER

**PHILIP M. HOLDEN, MAI
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1666**

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

JOB NO. 3266



REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

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

July 1, 2020

John Hayford, Executive Director
Okeechobee Utility Authority (OUA)
100 SW 5th Avenue
Okeechobee, FL 34974

Re: An appraisal of a permanent utility easement on the industrial zoned 85.42-acre Okeechobee Livestock Market, Inc. parcel, located at 1055 Hwy 98 North, Okeechobee, FL

Dear Mr. Hayford:

At your request, we have inspected the referenced property from off-site on May 25, 2020, for the purpose of estimating the market value of the fee simple interest in the ownership and Permanent Utility Easement (PUE) interest proposed to be acquired by Okeechobee Utility Authority (OUA). The intended use of this report is for potential acquisition purposes by OUA. You, as a representative of Okeechobee Utility Authority, are the client and intended user of this report. No other intended users or uses are known or presumed in this analysis. The appraisal is being done for you and your specific purposes and we have no responsibility to others who may use this report. Nothing in this appraisal or our agreement shall create a contractual relationship between S. F. Holden, Inc. or you, the client, and any third party, or any cause of action in favor of any third party.

This appraisal report contains a description of the property appraised and pertinent appraisal information, as required under the Uniform Standards of Professional Appraisal Practice. This letter of transmittal must remain attached to this report in order for the value opinions set forth to be considered valid.

Based upon our investigation and subject to the assumptions and limiting conditions set forth herein, it is our opinion that the market value of the fee simple interest in the subject property as of May 25, 2020, was:

**SEVENTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS
(\$17,250)**

The value opinions are qualified by certificates, certain definitions, general underlying assumptions and limiting conditions, which are set forth on Pages 4 through 12 of this report. We particularly call your attention to the following Extraordinary Assumptions:

1. We have based our size for the 85.42-acre parent tract from Okeechobee County Property Appraiser's records, which we assume to be accurate.
2. We have assumed that any site improvements within the acquisition areas will be replaced and/or relocated by Okeechobee Utility Authority at no cost to the property owner and the land will be returned as close as possible to its before condition.
3. The proposed pipeline will be buried at least three feet below the surface with the pipe sufficiently protected at all ditch/canal crossings and driveways or roads so as to not impact the proposed or continued use of each property.
4. We have assumed that the terms and conditions of the easement document provided for use in this assignment are substantially the same terms and conditions that will be implemented if negotiations prove successful.

This appraisal is based on the following Hypothetical Condition:

1. The appraisal of a property to be encumbered requires the appraiser to employ a "Before" and an "After" analysis, where we assume in the "After" that the perpetual easement has been implemented, when in fact it has not.

Note: The use of the preceding Extraordinary Assumptions and Hypothetical Condition might have affected the assignment results. This statement is required under USPAP.

The Coronavirus (COVID-19) pandemic has been impacting the United States and South Florida since early 2020. Recently, there have been increasing numbers of negative impacts being felt throughout the local, regional and national economy that will to some degree eventually affect the real estate market, but the long-term effects on real estate (if any) will not be known for some time. Although trade group, lender and private capital surveys suggest that there will be some impacts in the urban market areas, interviews with local brokers indicate no negative impact for this property type has yet to be noticed and therefore none was factored into this analysis. We have considered the likelihood of an increase in the property's marketing time.

This report was prepared for a professional fee billed to you, our client, to establish the value for acquisition purposes. It is intended for your use only and may not be relied upon for any other use other than for acquisition purposes, and for other users that you, the client, deem necessary, anyone else is considered an unintended user.

John Hayford, Executive Director
Okeechobee Utility Authority (OUA)
Page Three
July 1, 2020

Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

Thank you for the opportunity to be of service.

Respectfully submitted,
S. F. HOLDEN, INC.

A handwritten signature in black ink, appearing to read 'P. Holden', with a long horizontal stroke extending to the right.

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

PERMANENT UTILITY EASEMENT (PUE)

Part Taken



Location on Parent

Permanent Utility Easement acquisition located along a portion of the southern boundary of the property/parent tract abutting the Railroad right of way and along the western boundary.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

FEBRUARY 8, 2021

HALL EASEMENT

The Okeechobee Utility Authority is nearing completion of the design of the Southwest Service Area (SWSA) force main. This force connects the proposed SWSA pump station to the existing OUA NW-15 pump station located at the soccer fields on the airport property. While the force main route uses existing rights-of-way where possible, at times, the force main does cross private property. When this occurs, the OUA will acquire an easement. To purchase an easement, the OUA secures a price for the easement which is usually accomplished by way of an appraisal.

To cross the Hall property next to the Okeechobee Livestock Market property, the force main (FM) route encroaches upon the western end of the Hall property. The requested easement is 15 feet wide.

OUA staff met with the property owner to discuss the easement request and gave them a copy of the appraisal. The owner of the property is discussing the easement request with other family members, but in discussions with two of the four members, the request from the OUA and the value of the easement as reported in the appraisal seemed to be acceptable.

OUA staff have prepared a legal description and sketch of the easement. The OUA attorney has reviewed these documents.

OUA staff is recommending approval of the easement and associated cost (\$2,259.00) paid to the owners of the Hall property.



Hall Property

**AN APPRAISAL OF
A 0.069-ACRE PERMANENT UTILITY EASEMENT
ON THE HALL PROPERTY**

**OWNED BY
THOMAS L. HALL, ETAL**

**LOCATED AT
SW 16th STREET
OKEECHOBEE, FL**

**PREPARED FOR
OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVENUE
OKEECHOBEE, FL 34974**

**AS OF
JANUARY 8, 2021**

APPRAISER

**PHILIP M. HOLDEN, MAI
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1666**

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

JOB NO. 3266



REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

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

January 19, 2021

John Hayford, Executive Director
Okeechobee Utility Authority (OUA)
100 SW 5th Avenue
Okeechobee, FL 34974

Re: An appraisal of the 0.069-acre permanent utility easement on the Hall parcel,
located at 1600 Hwy 98 North, Okeechobee, FL

Dear Mr. Hayford:

At your request, we have inspected the referenced property on January 8, 2021, for the purpose of estimating the market value of the fee simple interest in the ownership and Permanent Utility Easement (PUE) proposed to be acquired by Okeechobee Utility Authority (OUA). The intended use of this report is for potential acquisition purposes by OUA. You, as a representative of Okeechobee Utility Authority, are the client and intended user of this report. No other intended users or uses are known or presumed in this analysis. The appraisal is being done for you and your specific purposes and we have no responsibility to others who may use this report. Nothing in this appraisal or our agreement shall create a contractual relationship between S. F. Holden, Inc. or you, the client, and any third party, or any cause of action in favor of any third party.

This appraisal report contains a description of the property appraised and pertinent appraisal information, as required under the Uniform Standards of Professional Appraisal Practice. This letter of transmittal must remain attached to this report in order for the value opinions set forth to be considered valid.

Based upon our investigation and subject to the assumptions and limiting conditions set forth herein, it is our opinion that the market value of the fee simple interest in the subject property as of January 8, 2021, was:

**TWO THOUSAND TWO HUNDRED FIFTY NINE DOLLARS
(\$2,259)**

The value opinions are qualified by certificates, certain definitions, general underlying assumptions and limiting conditions, which are set forth on Pages 6 through 14 of this report. We particularly call your attention to the following Extraordinary Assumptions:

1. We have based our size for the parent tract from Okeechobee County Property Appraiser's records, which we assume to be accurate.
2. We have assumed that any site improvements within the acquisition areas will be replaced and/or relocated by Okeechobee Utility Authority at no cost to the property owner and the land will be returned as close as possible to its before condition.
3. The proposed pipeline will be buried at least three feet below the surface with the pipe sufficiently protected at all ditch/canal crossings and driveways or roads so as to not impact the proposed or continued use of each property.
4. We have assumed that the terms and conditions of the easement document provided for use in this assignment are substantially the same terms and conditions that will be implemented if negotiations prove successful.

This appraisal is based on the following Hypothetical Condition:

1. The appraisal of a property to be encumbered requires the appraiser to employ a "Before" and an "After" analysis, where we assume in the "After" that the perpetual easement has been implemented, when in fact it has not.

Note: The use of the preceding Extraordinary Assumptions and Hypothetical Condition might have affected the assignment results. This statement is required under USPAP.

The Coronavirus (COVID-19) pandemic has been impacting the United States and South Florida since early 2020. Recently, there have been increasing numbers of negative impacts being felt throughout the local, regional and national economy that will to some degree eventually affect the real estate market, but the long-term effects on real estate (if any) will not be known for some time. Although trade group, lender and private capital surveys suggest that there will be some impacts in the urban market areas, interviews with local brokers indicate no negative impact for this property type has yet to be noticed and therefore none was factored into this analysis.

This report was prepared for a professional fee billed to you, our client, to establish the value for acquisition purposes. It is intended for your use only and may not be relied upon for any other use other than for acquisition purposes, and for other users that you, the client, deem necessary, anyone else is considered an unintended user.

John Hayford, Executive Director
Okeechobee Utility Authority (OUA)
Page Two
January 19, 2021

Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

Thank you for the opportunity to be of service.

Respectfully submitted,
S. F. HOLDEN, INC.

A handwritten signature in black ink, appearing to read 'P. Holden', with a long horizontal stroke extending to the right.

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

FEBRUARY 8, 2021

LP 47021 SWSA AMENDMENT NUMBER 1

The attached amendment is for LP 47021, which was originally slated for Treasure Island and later redirected towards the Southwest Service Area project.

This amendment addresses a schedule change to the work plan pushing the completion date to June 30, 2021.

Staff is recommending approval and authorization from the OUA Board for the OUA Board Chairman and OUA staff to execute the attached Amendment No. 1 to LP 47021.

AMENDMENT NO. 1
TO AGREEMENT NO. LP47021
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
OKEECHOBEE UTILITY AUTHORITY

This Amendment to Agreement No. LP47021 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Okeechobee Utility Authority (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Okeechobee Utility Authority Treasure Island Septic to Sewer effective December 4, 2018, and,

WHEREAS, the Grantee has requested a revision in the scope of work and extension of the Agreement which is needed because of unexpected delays and,

WHEREAS, certain provisions of the Agreement need revision

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2022. The reimbursement period for this Agreement begins on July 1, 2018, and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
3. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A, shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
4. Exhibit C, Payment Request Summary Form is hereby deleted in its entirety and replaced with Exhibit C-1, Revised Payment Request Summary Form attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit C, shall hereinafter refer to Exhibit C-1, Payment Request Summary Form.
5. All other terms and conditions of the Agreement remain in effect and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties have caused this amendment Agreement No. LP47021 to be duly executed the day and year last written below.

OKEECHOBEE UTILITY AUTHORITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Steven D. Nelson, Chairman

By: _____
Trina Vielhauer, Division Director

Date: _____

Date: _____

Sue Leitholf, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (4 Pages)
Exhibit	A-1	Revised Progress Report Form (1 Page)
Exhibit	C-1	Revised Payment Request Summary Form (1 Page)

ATTACHMENT 3 -1
REVISED GRANT WORK PLAN

PROJECT TITLE: Okeechobee Utility Authority Treasure Island Septic to Sewer

PROJECT LOCATION: The Project will be located in Okeechobee County. The service area is bounded to the north by SW 16th Street and extends south to SW 28th Street. The eastern edge of the service area is SW 18th Terrace and extends westward to SW 37th Avenue. The central coordinates for the service area are Lat/Long (27.2251;80.8570). See Figures 1 and 2 for a location map and project route.

PROJECT BACKGROUND: The Okeechobee Utility Authority (Grantee) completed a preliminary engineering study to identify and prioritize projects within the project area and to eliminate or reduce pollution into the Lake Okeechobee Watershed Basin. Wastewater improvements in the Southwest Section Service Area were identified as one of the top three priorities. Each day, flow into the basin will be reduced through the elimination of outdated and/or failing existing septic systems, eliminating potential public health threat.

PROJECT DESCRIPTION: The Grantee will design and construct a vacuum collection and gravity sewer system in the Southwest Section Service Area. The Project will include a wastewater pump station, sanitary force main to pump the collected waste to the regional treatment plant, collection piping, and associated valves and appurtenances.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the Southwest Section Service Area and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities as date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and jurisdictions.

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

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

Task 2: Construction

Deliverables: The Grantee will construct the vacuum collection and gravity sewer system in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

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

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

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$150,000	07/01/2018	06/30/2021
2	Construction	Contractual Services	\$373,867	07/01/2018	06/30/2022
Total:			\$523,867		

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

Figure 1. Location Map

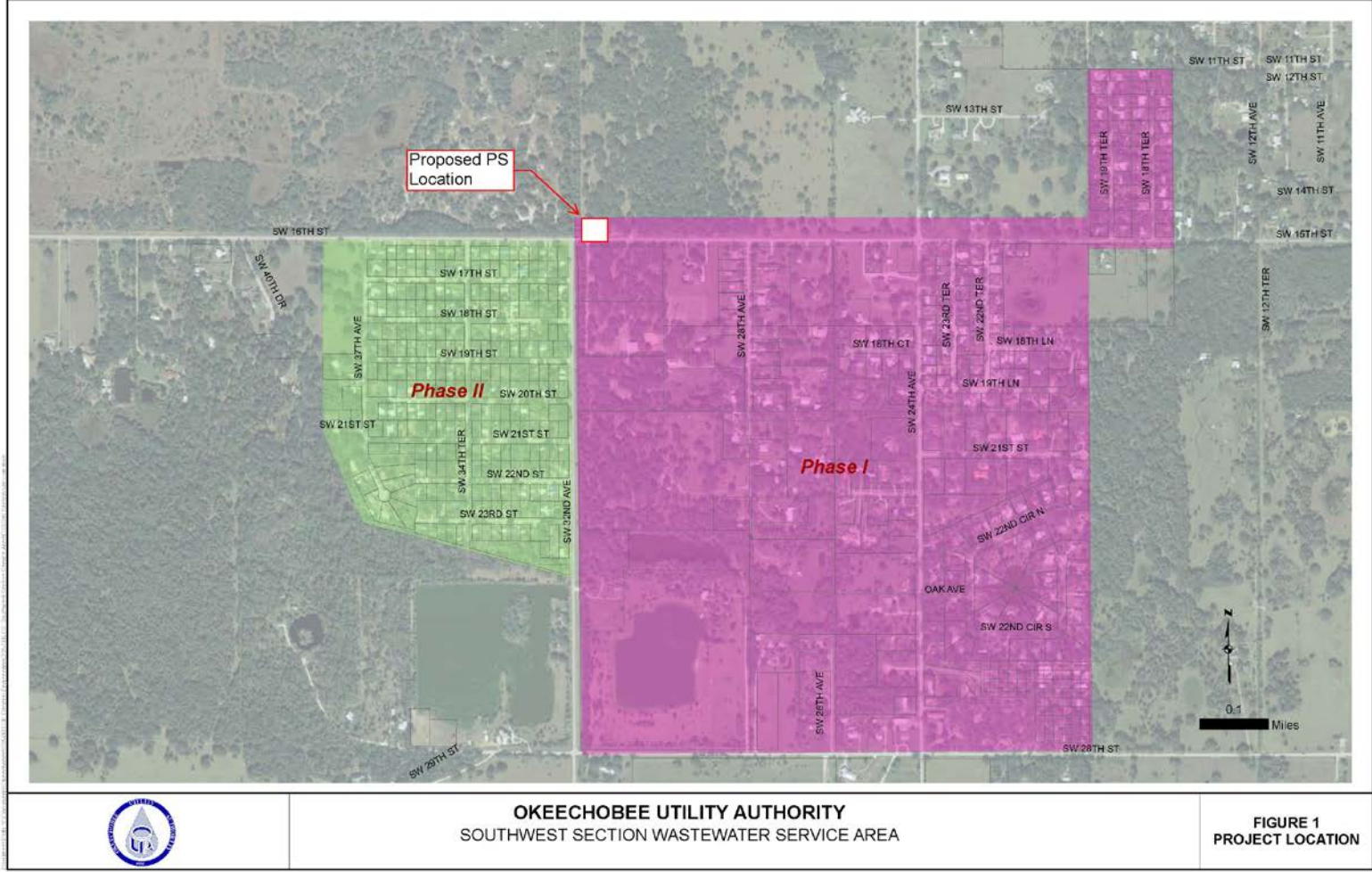
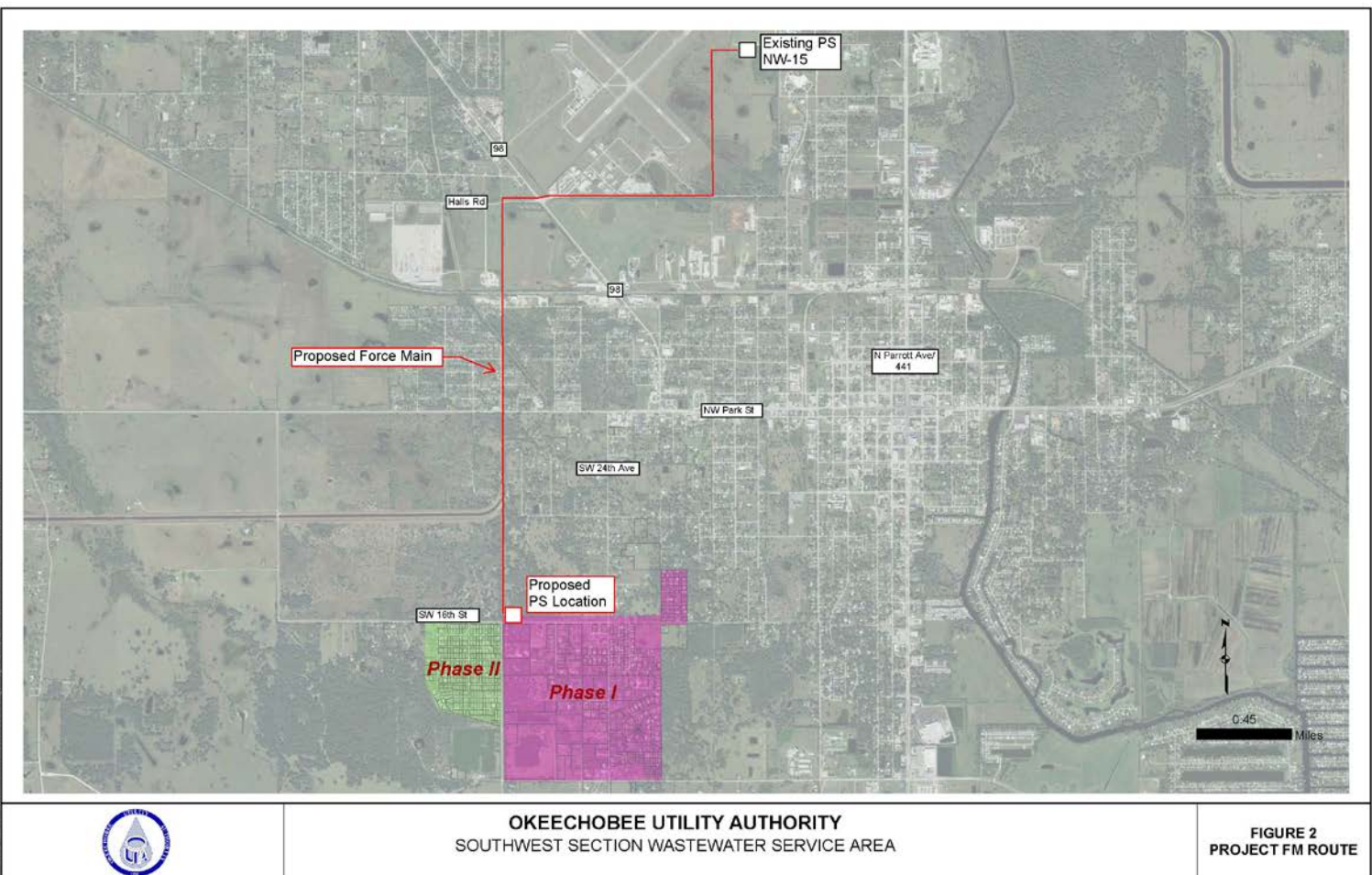


Figure 2. Project Route



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A -1
Revised Progress Report Form

DEP Agreement No.:	LP47021
Project Title:	Okeechobee Utility Authority Treasure Island Septic to Sewer
Grantee Name:	Okeechobee Utility Authority
Grantee's Grant Manager:	John Hayford
Reporting Period:	

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

Summarize the work completed within each task for reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Use the format provided below.

Task 1: Design and Permitting

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

Task 2: Construction

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

Indicate the completion status for the following tasks:

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): ____ %

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

Signature of Grantee's Grant Manager

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C-1
RevisedPayment Request Summary Form

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

<https://floridadep.gov/wra/wra/documents/paymentrequestsummaryform>

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

FEBRUARY 8, 2021

SW 5TH AVENUE ENGINEERING SERVICES AGREEMENT

Please find attached to this agenda item a copy of the proposed agreement between Sumner Engineering & Consulting, Inc. for the SW 5th Avenue Wastewater Collection/Pumping System project. This project will review a wastewater collection system for the area shown below.



The engineering evaluation report will include project management/meetings, the evaluation and a review of funding options. Task A2 Preliminary Evaluation Report is described in detail on page 3. The total compensation package as detailed is \$46,588.00.

Staff recommends approval of the \$46,588 expenditure with Sumner Engineering Consulting, Inc. to complete the SW 5th Avenue Wastewater Collection/Pumping System Preliminary Evaluation Report.

SUMNER ENGINEERING & CONSULTING, INC. Project Number 20-10
SUMNER ENGINEERING & CONSULTING, INC. Project Name: **SW 5th Avenue Wastewater Collection /
Pumping System Preliminary Engineering Report**

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective February 8, 2021, is by and between **OKEECHOBEE UTILITY AUTHORITY** ("Client"), and **SUMNER ENGINEERING & CONSULTING, INC.**, a Florida Corporation ("SEC, Inc." or "Consultant"), referred to individually as ("Party") and collectively as ("Parties").

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

1 SCOPE OF SERVICES

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

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

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

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

**SUMNER ENGINEERING & CONSULTING,
INC.**

OKEECHOBEE UTILITY AUTHORITY

 1/27/21
Signature Date

Signature Date

Jeffrey M. Sumner, P.E.

Steven D. Nelson

Name

Name

President

Chairman

Title

Title

Address
410 NW 2nd Street
Okeechobee, FL 34972

Address
100 SW 5th Avenue
Okeechobee, FL 34974

**EXHIBIT A
SCOPE OF SERVICES**

PREPARED FOR: Okeechobee Utility Authority

DATE: February 8, 2021

SUBJECT: SW 5th Avenue Wastewater Collection / Pumping System Preliminary Engineering Report

SCOPE OF SERVICES

The Southwest 5th Avenue Wastewater Collection / Pumping System Project ("Project") is intended to determine the need for, and feasibility of, providing municipal wastewater service to the developed area generally shown on the attached map (Figure 1). OUA has selected Sumner Engineering & Consulting, Inc. (SEC) to develop and evaluate alternatives for providing wastewater service to the approximately 140 residences, as well as developed and undeveloped commercial property, within the Project area. The work deliverable from this authorization will be a Preliminary Evaluation Report describing our evaluation and findings, including a preliminary opinion of probable cost and recommendations for providing wastewater service to the Project area.

The scope of services for work to be authorized under this agreement is described below.

SCOPE PART A – PRELIMINARY ENGINEERING SERVICE

TASK A1 PROJECT MANAGEMENT / MEETINGS

SEC will provide project management for and participate in three (3) meetings with OUA. Anticipated meetings include an

- a. Initial Kick-Off Meeting – CONSULTANT will attend an initial kick-off meeting at the project site with OUA staff to review project objectives and requirements and complete an initial field review; and,
- b. Project Review Meetings (2) – SEC will virtually meet with OUA staff to present the draft and final Reports. SEC will participate with OUA staff to generate suggestions and comments on the draft Report to incorporate into the final Report.

CONSULTANT will submit meeting agendas with supporting documents and meeting summaries.

TASK A2 PRELIMINARY EVALUATION REPORT

CONSULTANT will complete the following activities under this task:

- a) CONSULTANT will work with OUA to define and clarify OUA's requirements for the Project and determine what data are available. Anticipated data needs include, but are not limited to:
 - Existing collection and transmission system plans and details
 - Existing lift station information
 - Relevant permits
 - Right-of-way maps
- b) Conduct field investigations to confirm community conditions, existing system characteristics and new collection system layout options. General visual identification of buried utilities is included, but no subsurface investigation is proposed.
- c) Collect limited topographic information, including:
 - Rim and invert elevations of existing gravity sewer facilities within and immediately adjacent to the Project area, and
 - General road centerline and adjacent swale grades at locations throughout the project area, enough to determine general topographic patterns. The intent of the limited topographic information is to determine whether extension of the existing gravity sewer system into the Project area is feasible.
- d) Evaluate developed and vacant properties within the Project area to determine which parcels are currently served by OUA, and which parcels require, or may benefit from, service. Potential future wastewater flows from undeveloped parcels will be based on likely development scenarios consistent with current zoning and future land use designations.
- e) Identify and evaluate alternative collection system layouts developed in consultation with OUA. We anticipate evaluation of three collections system alternatives – gravity sewer, vacuum sewer, and low-pressure sewer; or, a combination of these collection options.
- f) Prepare a Preliminary Evaluation Report (the "Report") which will include preliminary schematic layouts SEC recommends. SEC will provide the following: an Opinion of Probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by SEC; and, on the basis of information furnished by OUA, a summary of allowances for other items and services included within the definition of Total Project Costs.
- g) Furnish three (3) draft Report hard copies and an electronic copy to OUA within the timeframe established below. Meet (Task A1) with OUA to review the draft Report.
- h) Revise the Report and furnish three (3) hard copies and an electronic copy of the revised Report within the timeframe established in this Work Authorization.

TASK A3 FUNDING SOURCES AND OPPORTUNITIES REVIEW

SEC will review applicable funding sources and opportunities for the Project. Funding sources to be reviewed include USDA Rural Development grants and loans, Federal Clean Water Act grants, State Revolving Fund loans and grants, TMDL grants, State budget

allocations, legislative actions and economic development alternatives. The funding opportunities from these sources will be identified considering the scope of the project as presented in the Task A2 Report, demographics of proposed population to be served, the current and planned OUA funding sources.

Consultant will prepare a brief letter report presenting the findings from the funding sources review focused on applicable opportunities.

SCHEDULE

SEC, Inc. anticipates performing the authorized services based on the following schedule:

- Kick-off Meeting with OUA – < 02/12/2021 (assuming NTP NLT 02/08/2021)
- Draft Task A2 Report – March 26, 2021
- Review Meeting – April 9, 2021
- Final Report – April 16, 2021
- Final Task A3 Letter Report – April 16, 2021
- Final Report Review Meeting – April 23, 2021

COMPENSATION

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

Task Description	Fee Basis	Fee
PART A – Preliminary Engineering Services		
Task A1 – Project Management / Meetings	Lump Sum	\$3,690
Task A2 – Preliminary Evaluation Report	Lump Sum	\$39,048
Task A3 – Funding Sources and Opportunities Review	Lump Sum	\$3,850
Total		\$46,588

EXHIBIT B**COMPENSATION AND PAYMENT**

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

[] Retainer of [N/A]

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

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

[x] Lump Sum

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

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

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

5 PAYMENT

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

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

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

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

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

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

5.6.1 SEC, INC. Office:

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

5.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

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

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

(end of page)

EXHIBIT B-1**SCHEDULE OF FEES**

Compensation shall be based on the following Schedule of Fees:

HOURLY LABOR RATES

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

OTHER LABOR RATES

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

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

SCHEDULE OF FEES ANNUAL RATE ADJUSTMENTS

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

(end of page)

EXHIBIT C**STANDARD TERMS AND CONDITIONS**

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

TO CLIENT:

100 SW 5th Avenue

Okeechobee, FL 34974

Attn: John Hayford, PE

TO SUMNER ENGINEERING & CONSULTING, INC.:

410 NW 2nd Street

Okeechobee, FL 34972

Attn: Jeffrey M. Sumner, P.E.

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

2 SEC, INC.'S RESPONSIBILITIES

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

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

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

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

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

3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

5 DATA RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 ORDER OF PRECEDENCE

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

18 SPECIAL TERMS & CONDITIONS

<p>Specialized Services Terms and Conditions [] is [x] is not attached to and incorporated by reference into this Agreement.</p>
--

[SERVICES DURING CONSTRUCTION] If the Services include SEC, INC.'s performance during the construction phase of the Project, Client shall require its Contractors and any vendors working on the Project Site to defend, indemnify and hold harmless SEC, INC. and the Client as follows:

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

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

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

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

(end of page)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

FEBRUARY 8, 2021

SW 5TH AVENUE COLLECTION SYSTEM

Several residents along SW 5th Avenue have contacted the OUA concerning flooding of their properties which in turn floods drain fields leaving them without wastewater service. In the worst case, the drain field floods backing up septic water in to the house.

While the OUA is initiating an engineering study to evaluate this area, the study may take 3-6 months to complete, then followed by design, permitting and construction, possibly taking another 12-18 months.

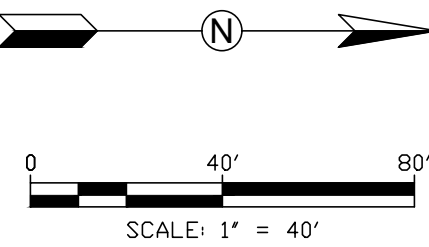
The residents are in need of assistance at this time. I have shared with them that what we do now, may need to be replaced in 1-2 years, depending upon the outcome of the study and design phase. The residents I talked to were OK with that possibility.

OUA staff have contacted several vendors to determine the equipment necessary to convert septic tanks to pumped systems, electrical requirements and piping.

Staff would like to determine cost of the OUA piping system to the property line. The property owner would then be required to permit and install all work items on property. OUA staff would send letters of interest to SW 5th Avenue residents to determine the extent of the piping system. This letter would further clarify the responsibilities of the OUA and of the property owner.

OUA staff will bring back in March 2021 to the OUA Board cost estimates, listing of interested properties and a schedule of events unless otherwise directed.

File Name: \\GUA-SERVER\Document Library\ACAD Files\GUA_IN HOUSE PROJECTS\SEWER PROJECTS\SW 5th Ave LPFM\SW 5th Ave LPFM.dwg Plot Date: 1/26/2021

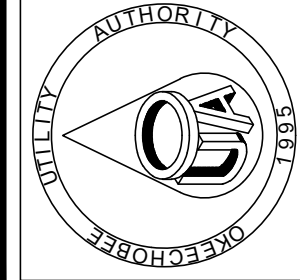


LEGEND	
	EXISTING SANITARY MANHOLE
	EXISTING LIFT STATION
	EXISTING FORCE MAIN
	PROPOSED LOW PRESSURE FORCE MAIN
	PROPOSED VALVE
	HOUSE NUMBER

GENERAL NOTES:

JOHN F. HAYFORD III, P.E.
FL. P.E. NO. 47600

OKEECHOBEE UTILITY AUTHORITY



100 SW 5TH AVENUE
OKEECHOBEE, FLORIDA 34974
(863) 763-9460

DRAWING NUMBER

1 OF 1

SW 5TH AVENUE
LOW PRESSURE FORCE MAIN
EXHIBIT
OKEECHOBEE UTILITY AUTHORITY
OKEECHOBEE, FLORIDA

REV. No.	DATE	DRAWN BY	CHECKED BY	REMARKS

DESIGNED	DRAWN	CHECKED
JFH	JFH	JFH
DATE:	01/26/2021	
JOB NO.		
SCALE:	1" = 40'	

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

FEBRUARY 8, 2021

SWTP 3MG STORAGE TANK PROJECT

Please find three attachments to this agenda item: a letter from the engineer of record dated January 7, 2021, another letter dated January 26, 2021 and Change Order No. 1.

January 7, 2021 Letter

This letter details the added work proposed under Allowance Authorization #4-5. This work has been authorized by the project engineer and has been completed.

January 26, 2021 Letter

This letter restates the work that was proposed (\$32,340.36) to be paid from existing contract allocations with \$18,494.10 remaining. Allowance Authorization #4-5 provides this detail.

Change Order No. 1

As provided for in this documentation is a change to the contract time, adding 193 days to the contract with no change to contract price and eliminating liquidated damages if the contractor finishes all the work by February 15, 2021.

At the date of this meeting most, if not all, of the work has been completed. It would appear that the contractor is going to meet the February 15, 2021, date for project completion. At the March 8, 2021, OUA Board meeting, a reconciliation Change Order No. 2 will be presented to close out the project. Any contract money remaining will be taken out of the contract price. Any residual money owed (retainage) will be processed for payment. Additionally, the added engineering fees ± \$58,800.00) will also be addressed with the contractor.

After review and discussion, OUA staff recommend the following actions:

To approve and direct execution of Allowance Authorization #4-5 in the amount of \$32,340.36;

To approve and direct execution of Change Order No. 1 authorizing additional time (193 calendar days) to the contract.

January 7, 2021
235-004.03

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

Dear Mr. Hayford:

Reference: Proposed Contract Modification 01 Summary
Water Treatment Plant Improvements
Okeechobee Utility Authority

Eckler Engineering is in the process of finalizing Contract Modification 01 for rectifying the extended project duration for the Water Treatment Plant Improvements project by Contractor, RJ Sullivan. Following discussions and negotiations with all parties; OUA, Eckler Engineering, and RJ Sullivan, the following items are proposed to be included in Contract Modification 01:

1. Transfer outstanding contract balances from allowance authorizations and contract work that was directed to not complete to the Miscellaneous work allowance.

Reallocated funds are as follows:

3.0 MG Tank Architectural Treatment Allowance	\$ 1,944.26
Removal of unsuitable soils and buried debris Allowance	\$ 4,588.00
Provide/Place/Compact clean fill Allowance	\$ 2,194.00
Furnish, place, finish grout floor for Thickener Allowance	\$ 15,000.00
Contractor Application for Payment line item 13-22 (Raw Water Feeders)	\$ 19,000.00

Outstanding Balance for Miscellaneous Work Allowance \$ 8,108.20

New Balance for Miscellaneous Work Allowance \$ 50,834.46

Reallocating these funds to one allowance will allow for payment to Contractor for previous and outstanding additional work to be completed under the current contracted price.

2. The Substantial Completion date for the project will be set to the actual substantial completion date of October 30, 2020.
3. The project duration will be modified to add an additional 193 days for Final Completion. The new Final Completion date will be February 15, 2021.
4. Contractor shall construct the proposed pond per the revised drawing. No additional cost or provisions from OUA will be provided to the Contractor for the pond.

5. Allowance Authorization #4-5 will be drafted and provided with Contract Modification 01. AA #4-5 will authorize the Contractor to fulfill the agreed upon work associated with PCO #11 (door awnings and concrete work) and PCO #12 (pond sod and grading for drainage swell). As well, provide costs for additional work that was incurred by the Contractor to lower existing raw water power conduits below the new Ground Storage tank, temporarily relocate power conduits for the existing High Service Pumps, modify the Thickener tank rake arm blades, and provide an overflow structure and drain line from the new pond to an existing stormwater line.
7. To ensure that OUA does not incur the additional engineering fees and expenses related to the project duration extension, the Contractor will reimburse via direct payment to OUA, or contract credit from the held project retainage (\$250,558.28), the actual engineering fees and expenses accrued by Eckler Engineering through project closeout, above the original fee of \$223,600. The current estimate for these fees is \$58,800.

Refer to table below for summary of costs associated with proposed Contract Modification 01 and Allowance Authorization #4-5.

Cost Summary for AA#4-5 and CO 01

PCO #11	\$	12,427.38	
PCO #12	\$	7,003.57	
Pond overflow drain	\$	3,500.00	(estimated)
Lower Raw Water feeders	\$	3,520.00	
Relocate HSP feeders	\$	3,520.00	
Modify Thickener rake arm blades	\$	2,369.41	
Total for AA #4-5	\$	32,340.36	
Outstanding Balance for Miscellaneous Work Allowance	\$	50,834.46	
Allowance reduction for AA #4-5	\$	- 32,340.36	
Remaining Balance for Miscellaneous Work Allowance	\$	18,494.10	

Note: Remaining balance would become contract credit to OUA if not utilized prior to contract closeout.

In consideration of this work and proposed fee, OUA will waive any claim to liquidated damages due and will agree to a change order for the time of 135 days for Substantial Completion and 193 days for Final Completion. Should the contract time extend beyond February 15, 2021, then liquidated damages would be applied per the contract documents.

The cost summary shows that OUA will not experience an overall increase in project cost but will receive a project credit of \$18,494.10 following project completion. This credit would be applied to the contract under the final project reconciliation contract modification.

In addition to the above, it should be noted that RJ Sullivan has provided other work to the benefit of the project and OUA without providing costs to OUA. These additional tasks include:

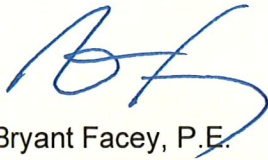
- Construction of a concrete flume to assist with storm runoff at the Thickener.
- Installation of extensions to the Actiflo cyclone vents.

- Demolition of the existing Variable frequency drives within the electrical building.
- Bypass of the Actiflo waste tank supernatant at the sludge thickener tank.

Upon review and approval for the above items from all parties, Contract Modification 01 will be finalized and forwarded to OUA staff for Board approval and execution.

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

Sincerely,

A handwritten signature in blue ink, appearing to be 'BF' with a stylized flourish.

Bryant Facey, P.E.

Januart 26, 2021
235-004.03

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

Dear Mr. Hayford:

Reference: Allowance Authorization #4-5
Water Treatment Plant Improvements
OUA PO No. 09954

Attached is Allowance Authorization #4-5 (AA #4-5) for the above referenced project. AA #4-5 covers additional expenses and costs associated with providing awnings and door stoops to the new and existing electrical building, concrete work requested by WTP staff, modifying the grading of the pond and area around the HSP VFD building, and work previously completed with lowering raw water feeders under the new ground storage tank, temporarily relocating existing HSP power feeders, and modifications done to the thickener tank rake arm blades. In accordance with documents prepared by RJ Sullivan (PCO #11 and PCO #12), we are in agreement with the following compensation to complete the work described:

- ▶ Proposed cost for this item = \$32,340.36

Funds to cover this type of additional work were included in the bid documents as Line Item #4, Miscellaneous Work Allowance. This original allowance amount was \$50,000.00. Contract Modification 01 has reallocated outstanding balances from the contract to this allowance. Refer to CM 01 for information. The current status of the Allowance, inclusive of AA #4-5, is as follows:

▶ Cost Allowance	=	\$50,000.00
▶ Previous Approvals	=	\$39,394.05
▶ Reallocated Funds	=	\$42,726.26
▶ AA #4-5	=	<u>\$32,340.36</u>
Cost Allowance Remaining Balance	=	\$18,494.10

Following review, provide approval signature by OUA, and return AA #4-5 to our office so we may submit to RJ Sullivan Corp. for final acceptance of work to be completed. This authorization does not include any contract time change to the current construction project contract.

If you have any questions or require additional information pertaining to the enclosed Allowance Authorization or the project in general, please do not hesitate to contact me.

Sincerely,



Bryant J. Facey, P.E.

Encl.

ALLOWANCE AUTHORIZATION

Project:	WTP Improvements	Authorization No.:	4-5
		From:	Eckler Engineering, Inc.
To:	RJ Sullivan Corp.	Date:	January 13, 2021
	2001 NW 22 nd St	EEl Project No.:	235-004.03
	Pompano Beach, FL 33069	Client Project No.:	PO # 09954

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

AA #4-5 covers Contractor's expenses associated with items listed below:

- Awnings for existing electrical building doors and new HSP VFD building (PCO#11).
- Concrete stoops for existing electrical building (PCO #11).
- 45' of sidewalk as requested by Plant staff around the bottom of the operations building (PCO #11).
- 10' x 10' concrete slab for the Plant's relocated shed (PCO #11)
- Modify grading of the area around GST and HSP VFD building to provide a drainage swell to pond (PCO #12).
- Furnish and install sod to pond bottom (PCO #12).
- Work to lower the raw water feeders for installation of the new GST.
- Work to temporarily relocate the existing HSP power feeders.
- Modifications to the Thickener rake arm to address the non uniform slope of the Thickener tank.

The cost breakdown for work under this authorization is described in proposed change orders that are listed with the item from the Contractor. This authorizes the labor required for completion of the referenced work. No contract time change is included with the authorization. Time change associated with the project will be addressed with Contract Modification 01. Contract Modification 01 has also allowed for reallocating remaining funds of the other allowance budgets to the Miscellaneous Work allowance. Contract Modification 01 has also reallocated funds from the Contractor's pay application line item (13-22) for work that was not done for the project to this allowance.

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

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization	\$	41,891.80
Allowance Balance prior to this Authorization	\$	8,108.20
Allowance Balance transferred to this Allowance from other Allowances	\$	23,726.26
Balance transferred to this Allowance from Pay App item 13-22	\$	19,000.00
Allowance will be increased [decreased] by this Authorization	\$	32,340.36
New Allowance Balance	\$	18,494.10

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

Engineer



1-22-2021

By

Date

OWNER APPROVAL

Okeechobee Utility Authority

Owner

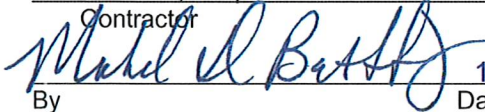
By

Date

CONTRACTOR ACCEPTANCE

RJ Sullivan, Corp.

Contractor



1/18/2021

By

Date

☐ Attachments

Copies: ☒ Owner ☒ Contractor ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☒ File

January 26, 2021
235-004.03

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

Dear Mr. Hayford:

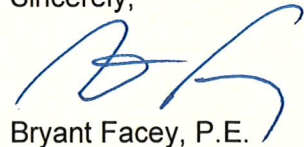
Reference: Contract Modification No. 01
Water Treatment Plant Improvements
OUA PO No. 09954

Enclosed is a partially executed copy of Contract Modification Number 01. This Contract Modification provides a contract time increase in the amount of 193 days, this modification does not include any contract cost modification. Contract Modification Number 01 covers work to be completed at the OUA Surface Water Treatment Plant, associated with the WTP Improvements project. Contract Modification 01 follows the previously sent correspondence, proposed Contract Modification 01 Summary dated January 7, 2021, and this modification will be accompanied with Allowance Authorization #4-5.

Please review the attached documents and if everything meets with your approval, have the appropriate Okeechobee Utility Authority personnel sign where indicated by Owner on page 2 of 2 of Contract Modification No. 01. Once these documents have been approved and signed, please return a signed copy to our office. We will forward the final executed copy to R. J. Sullivan Corporation for their files.

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

Sincerely,



Bryant Facey, P.E.

Encl.

Y:\Documents\Okeechobee\235-004.03 WTP Improvements - SDC\Change Orders\CO 001\CO 001 Cover letter.wpd

CONTRACT MODIFICATION (CHANGE ORDER)

DATE: January 13, 2021

PROJECT NO: 235-004.03

CONTRACT MODIFICATION NO: 01

OWNER: Okeechobee Utility Authority (PO #0000009954)

PROJECT: Water Treatment Plant Improvements

CONTRACTOR: R. J. Sullivan Corp. (RJS)

The following modifications to the Contract are hereby ordered:

This contract modification has been prepared to provide contract time changes associated with work associated with previous change proposals (PCOs) as submitted by the contractor. The costs associated with these previous change proposals have been addressed through allowance authorizations, included with the approved contract. The total number of days added to the contract shall include those associated with allowance authorizations, as well as delays associated with project materials/equipment deliveries.

The total number of days to be added to the contract for substantial completion date are 135 days.
The substantial completion date for the contract is now October 30, 2020.

Total number of days to be added to the contractor for final completion date are 193 days.
The final completion date for the contract is now February 15, 2021.

Also, this contract modification shall reallocate outstanding balances of the allowances to be transferred to the Miscellaneous Work Allowance.

Balances below to be transferred:

3.0 MG Tank Architectural Treatment Allowance	\$ 1,944.26
Removal of unsuitable soils and buried debris Allowance	\$ 4,588.00
Provide/Place/Compact clean fill Allowance	\$ 2,194.00
Furnish, place finish grout floor for Thickener Allowance	\$ 15,000.00
Contractor Application for Payment line item 13-22 (Raw Water Feeders)	\$ 19,000.00

Outstanding Balance for Miscellaneous Work Allowance \$ 8,108.20

New Balance for Miscellaneous Work Allowance \$ 50,834.46

Allowance Authorization #4-5 shall accompany this contract modification, to authorize Contractor to complete, or charge for work, additional to the Contract.

TOTAL AMOUNT THIS CONTRACT MODIFICATION **= \$ 0.00**

CONTRACT AMOUNT

CONTRACT TIME (CALENDAR DAYS)

Original	\$5,095,000.00	Original	500 Days
Previous Change Orders (+)	\$0.00	Previous Change Orders (+)	0 Days
This Change Order (-/+)	\$0.00	This Change Order (+)	193 Days
Revised Contract Amount	\$5,095,000.00	Revised Contract Amount	693 Days

Revised Contract Final Completion Date: February 15, 2021

OWNER

OUA
Address: 100 SW 5th Avenue
Okeechobee, FL 34974-4221

By: _____

Date: _____

CONTRACTOR

RJ Sullivan
Address: 2001 NW 22nd Street
Pompano Beach, FL 33069

By: 

Date: 1/18/2021

ENGINEER

Eckler Engineering
Address: 4700 Riverside Drive, #110
Coral Springs, FL 33067

By: 

Date: 1-22-2021

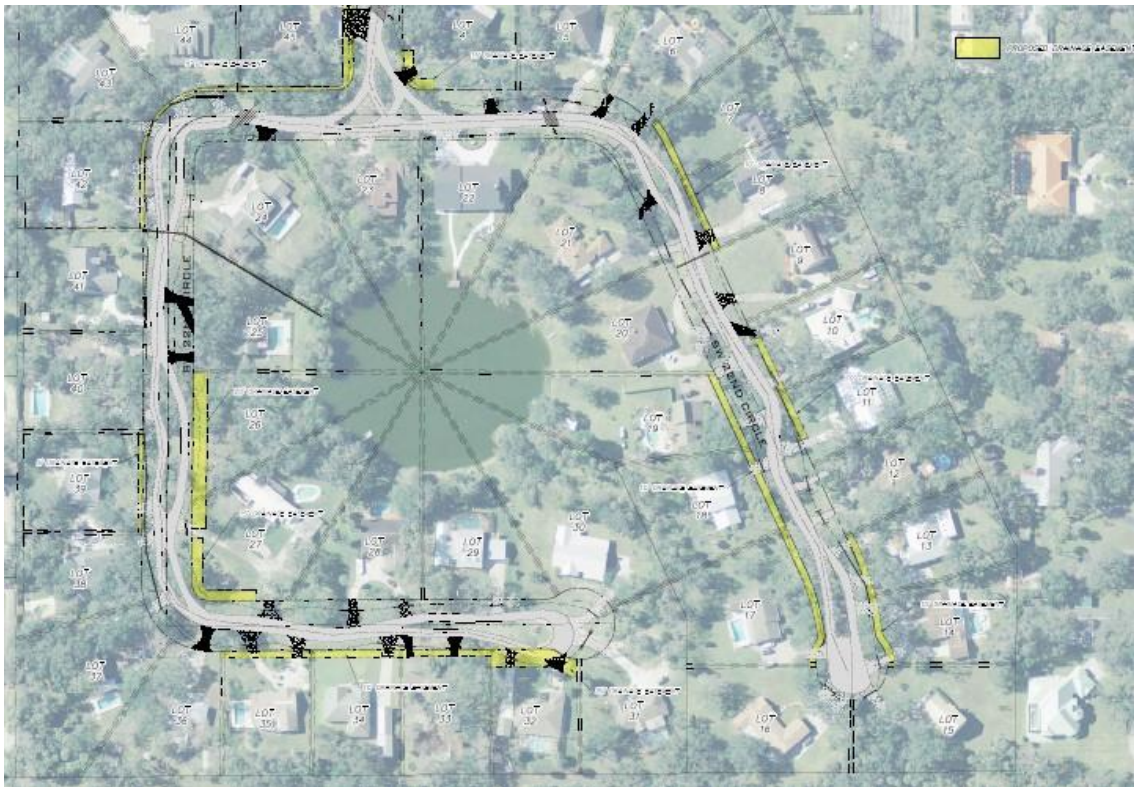
OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

FEBRUARY 8, 2021

OAK LAKE ESTATES PROJECT

The Oak Lake Estates area was slated for two different improvement projects. One project was designed to improve the stormwater management system for that area. Presently, when it rains, the area tends to flood. Flooding leads to failures in the septic tank systems serving the homes in the area. The second project was to provide a centralized wastewater collection system which would eliminate the need for septic tank systems. Additionally, the discharges from the septic tank drain fields could impact water quality in the stormwater management system. By removing the septic tanks systems, water quality discharges should improve.



Oak Lake Estates

During the preliminary planning stages of both projects, discussions were held to discuss the timing of each project, essentially, which one would go first. Eventually, it was decided that to minimize the potential disruptions for the neighborhood and to prevent restorations from the first project being torn up due to work from the second project, an attempt was made to join the projects in to one project to do them concurrently.

Since the OUA project was a little more involved due to construction techniques, it was decided that the OUA could be the lead agency for letting the project and to oversee the construction. Both the OUA and the County would take active roles in the design, construction and inspection of their respective projects.

The construction documents were prepared with separate sets of plans, one for wastewater and one for drainage. There was one set of project specifications which included bid documents, typical project front end documents (such as an agreement, bond requirements, bid form, pay application format, etc.) and the technical specifications.

One of the typical front end documents is Section 00030 Invitation to Bid. This document provides a brief description of the work, where bid documents can be obtained and when are bids due. Another important document is Section 00100 Instructions to Bidders. This document specifically details how a bid is to be submitted, what should be included in the bid package and how are the bids to be evaluated. The procedure to make an award of the contract is included in paragraph 17 of Section 00100. The evaluations can include, but are not limited to:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgement of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Price.

The Bid opening was scheduled for January 20, 2021, at 3:00PM. Three bids were received from the fifteen plan holders (contractors) that purchased bid documents. The three bidders were Boromei Construction, Cobb Site Development and PRP Construction. PRP Construction was the apparent low bidder.

The engineer of record for the OUA, Sumner Engineering & Consulting, Inc. (SEC), reviewed the bid package, called the references and evaluated what information could be obtained on the bidder. SEC also produced a bid tabulation and is attached for your reference.

The engineer's estimate is \$1,215,651.27 and the apparent low bid came in at \$1,295,903.80, or \$80,252.53 and 6.6% higher than the engineer estimate.

In review of the PRP bid, Parts 1, 4 & 5 are shared costs while Parts 2 & 3 are detailed to both wastewater and stormwater work efforts. Applying percentages to the shared cost to their respective wastewater and drainage actual total costs lends an expense to the OUA at \$497,258.91 and \$798,644.89 for the County.

Attached is a proposed Interlocal Agreement between Okeechobee County and the Okeechobee Utility Authority. This agreement will constitute the framework for a successful administrative completion of the combined project. Both OUA and Okeechobee County legal staff have contributed to the creation and finalization of this document.

SEC has made a recommendation for approval of the apparent low bid. Based upon the recommendation and on the need of the project to continue to move forward to provide drainage relief

for Oak Lake Estates, at this time, it is the recommendation of staff to approve a Recommendation of Award to PRP Construction.

Also included for review and direction, please find attached the Agreement and Notice to Proceed, all based upon an acceptance of the apparent low bid submitted by PRP Construction and the issuance of a Notice of Award.

After appropriate review and discussion of the content submitted on this agenda item, staff recommends the following:

- **Accept the apparent low bid as submitted by PRP Construction; and**
- **Authorize the OUA Board Chairman and staff to execute the Interlocal Agreement between Okeechobee County, Florida and the Okeechobee Utility Authority; and**
- **Authorize the OUA Board Chairman and staff to execute the Notice of Award and the Agreement; and**
- **Once OUA staff and SEC receive the required documentation from PRP (insurance, bonds, schedules) as required by the project documents, authorize the OUA Board Chairman and/or OUA staff to execute and issue the Notice to Proceed and all other appropriate project documents for the Oak Lake Estates Wastewater & Drainage Improvements project.**

INTERLOCAL AGREEMENT
BETWEEN
OKEECHOBEE COUNTY, FLORIDA
AND
THE OKEECHOBEE UTILITY AUTHORITY

THIS INTERLOCAL AGREEMENT, effective as of the ____ day of _____, 2021 between the Board of County Commissioners of Okeechobee County, Florida, and hereinafter referred to as “County” and the Okeechobee Utility Authority, and hereinafter referred to as “OUA”.

WITNESSETH:

WHEREAS, the County desires to undertake a construction project consisting of an improvement to the stormwater conveyance system for Oak Lake Estates Subdivision and the OUA desires to undertake a project to construct and install a wastewater collection system in the geographical area of Okeechobee County in which Oak Lake Estates Subdivision is situated; and

WHEREAS the parties desire to combine their separate projects into a single project of stormwater control and wastewater collection for Oak Lake Subdivision; and

WHEREAS, plans and specifications for the Oak Lake Estates Drainage Improvements have been prepared by Culpepper & Terpening, Inc., for and approved by the County, and

WHEREAS, plans and specifications for the Oak Lake Estates Wastewater Improvements have been prepared by Eckler Engineering, Inc./Sumner Engineering & Consulting, Inc., for and approved by the OUA; and

WHEREAS, bids for the construction of both projects have been advertised with instructions to bidders to submit bids and any questions on the plans and specifications to OUA address and the engineering firms; and

WHEREAS, the bids were opened at 3:00 p.m. on January 20, 2021; and

WHEREAS, both parties desire to delineate the responsibilities of each party for the combined project;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree:

1. The above recitals are true and correct and form a material basis for this agreement.
2. The OUA shall be the lead contracting entity and designated as owner for the combined project and shall:
 - a. Attend and participate in a pre-bid conference;
 - b. Accept and evaluate the bids and prepare a bid tabulation;
 - c. Distribute the bid tabulation and a recommendation to the OUA Board and the County;
 - d. Issue a recommendation of Award;
 - e. Accept pre-construction of documents from the successful bidder
 - f. Confirm to OUA Board and County that the preconstruction documents are proper and in order and recommend authorization to issue Notice to Proceed;
 - g. Conduct a preconstruction conference;
 - h. Coordinate flow of paperwork/documents between contractor and OUA/County team;
 - i. Coordinate progress meetings and pay requests submitted to OUA by the contractor;
 - j. Pay the contractor upon prior approval by both the OUA and County of pay requests;
 - k. Coordinate inspections and testing;
 - l. Assist County as needed in seeking reimbursement from FDEP for the cost of the stormwater portion of the project; and
 - m. Coordinate and review project closeout documents
3. The County shall:
 - a. Attend and participate in a pre-bid conference;
 - b. Obtain any required stormwater project permit(s);
 - c. Evaluate the stormwater portion of each bid;
 - d. Review and consider the recommendation of OUA on the stormwater portion of the bids, and if approved, direct OUA to issue a Notice of Award and Notice to Proceed;

- e. Attend and participate in a pre-construction conference;
- f. Coordinate the work efforts of the stormwater design team;
- g. Review stormwater shop drawing submittals;
- h. Inspect all components of the stormwater project;
- i. Review pay requests related to the stormwater project;
- j. Timely pay all approved pay requests related to the stormwater work submitted by the contractor
- k. Perform all required testing of the stormwater portions of the project; and
- l. Coordinate and review project closeout documents.

4. This Agreement may only be amended by the proper execution of an Amendment hereto by the official action of the parties executing this Agreement.

5. This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original.

6. Any determination by a court of competent jurisdiction that any provision of this Agreement is illegal, void, or unenforceable, shall not adversely affect the enforceability of any other provision of this Agreement, unless the provision determined to be illegal, void or unenforceable, is a provision relating to a significant item of consideration for the benefit of a party hereto.

7. This Agreement shall be controlled and interpreted according to the laws, rules and regulations of the State of Florida.

8. This Agreement supersedes any and all previous agreements or representations, either verbal or written, heretofore in effect between the parties, made with respect to the matters herein contained.

9. The County hereby affirms that, at a duly constituted meeting of the Board of County Commissioners of Okeechobee County, Florida, on the ____ day of _____, 2021, it approved the terms of this Agreement and the execution thereof by the County.

10. The OUA hereby affirms that, at a duly constituted meeting of the Board of Directors of the Okeechobee Utility Authority, on the ____ day of _____, 2021, it approved the terms of this Agreement and the execution thereof by the OUA.

11. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Okeechobee County, Florida for any actions, suits, or proceedings arising out of or relating to this Agreement.

12. This Agreement shall be deemed effective immediately upon its execution by all parties.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
OKEECHOBEE COUNTY, FLORIDA

By: _____
Clerk

By: _____
Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Okeechobee County Attorney

ATTEST:

BOARD OF DIRECTORS OF THE
OKEECHOBEE UTILITY AUTHORITY

By: _____
Executive Director

By: _____
Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Okeechobee Utility Authority Attorney

OKEECHOBEE UTILITY AUTHORITY
OAK LAKE ESTATES WASTEWATER & DRAINAGE IMPROVEMENTS
BID UNIT FORM (Revised)

PART 1GENERAL		Engineer's Estimate				Boromei Construction		Cobb Site Development		PRP Construction	
		Qty	Unit	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)
1	Mobilization / Gen. Requirements	1	LS	\$ 93,938.90	\$93,938.90	\$ 120,000.00	\$120,000.00	\$ 79,533.78	\$79,533.78	\$ 49,250.00	\$49,250.00
2	Indemnification	1	LS	\$ 100.00	\$100.00	\$ 15,000.00	\$15,000.00	\$ 120.49	\$120.49	\$ 20,950.00	\$20,950.00
3	As-Built Record Drawings	1	LS	\$ 12,480.00	\$12,480.00	\$ 20,000.00	\$20,000.00	\$ 7,218.86	\$7,218.86	\$ 27,750.00	\$27,750.00
4	Maintenance of Traffic	1	LS	\$ 70,522.72	\$70,522.72	\$ 25,000.00	\$25,000.00	\$ 56,872.38	\$56,872.38	\$ 19,975.00	\$19,975.00
5	Existing Utility Location/Identification	1	LS	\$ 7,397.10	\$7,397.10	\$ 7,500.00	\$7,500.00	\$ 39,727.01	\$39,727.01	\$ 12,397.00	\$12,397.00
	NPDES Construction Permit Compliance										
6 a.	General	1	LS	\$ 3,698.55	\$3,698.55	\$ 5,000.00	\$5,000.00	\$ 24,078.20	\$24,078.20	\$ 14,000.00	\$14,000.00
6 b.	Sediment Barrier	7,380	LF	\$ 1.25	\$9,225.00	\$ 3.00	\$22,140.00	\$ 2.37	\$17,490.60	\$ 2.75	\$20,295.00
6 c.	Turbidity Barrier	90	LF	\$ 10.00	\$900.00	\$ 15.00	\$1,350.00	\$ 23.44	\$2,109.60	\$ 18.50	\$1,665.00
6 d.	Soil Tracking Prevention Device	0	EA		\$0.00	\$ -	\$0.00		\$0.00		\$0.00
6 e.	Inlet Protection System	11	EA	\$ 110.00	\$1,210.00	\$ 100.00	\$1,100.00	\$ 392.50	\$4,317.50	\$ 185.00	\$2,035.00
7	Permit Fees	1	LS		\$0.00	\$ -	\$0.00		\$0.00		\$0.00
8	Preconstruction Video	1	LS	\$ 3,000.00	\$3,000.00	\$ 2,500.00	\$2,500.00	\$ 7,929.14	\$7,929.14	\$ 3,950.00	\$3,950.00
SUB-TOTAL (Bid Part 1)					\$202,472.27		\$219,590.00		\$239,397.56		\$172,267.00

OKEECHOBEE UTILITY AUTHORITY
OAK LAKE ESTATES WASTEWATER & DRAINAGE IMPROVEMENTS
BID UNIT FORM

WASTEWATER

PART 2 FIELDWORK					
		Qty	Unit	Engineer's Estimate Unit Price (\$)	Extended Price (\$)
Furnish and Install SDR-21 PVC Vacuum Main					
11 a.	4-inch	3,200	LF	\$55.00	\$176,000.00
Furnish and Install resilient wedge gate (V-3) division valves					
12 a.	4-inch	3	EA	\$1,200.00	\$3,600.00
Install AIRVAC vacuum collecting pit assemblies, complete. Type "A" (Depth from F. Grade to gravity invert must not be less than 3.71 feet)					
13 a.	Adjacent to vacuum main	11	EA	\$5,000.00	\$55,000.00
13 b.	Across street from vacuum main	7	EA	\$5,700.00	\$39,900.00
Type "B" (Depth from F. Grade to gravity invert must not be less than 5.00 feet)					
14 a.	Adjacent to vacuum main	3	EA	\$5,500.00	\$16,500.00
14 b.	Across street from vacuum main	2	EA	\$6,200.00	\$12,400.00
15	Clearing & Grubbing (includes removal of piping)				
16 a.	Regular Excavation (Swale Grading)				
16 b.	Type B Stabilization (Roadway Shoulder and Driveways)				
17	Inlet Ditch Bottom, Type-E				

STORMWATER

Engineer's Estimate				Boromei Construction		Cobb Site Development		PRP Construction	
Qty	Unit	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)
4	AC	\$ 6,500.00	\$23,400.00	\$ 10,000.00	\$36,000.00	\$ 7,427.23	\$26,738.03	\$ 14,578.00	\$52,480.80
5,410	LF	\$ 5.00	\$27,050.00	\$ 10.00	\$54,100.00	\$ 5.28	\$28,564.80	\$ 3.50	\$18,935.00
963	SY	\$ 4.00	\$3,852.00	\$ 20.00	\$19,260.00	\$ 15.16	\$14,599.08	\$ 19.50	\$18,778.50
13	EA	\$ 3,500.00	\$45,500.00	\$ 6,500.00	\$84,500.00	\$ 4,098.85	\$53,285.05	\$ 3,667.00	\$47,671.00

BID UNIT FORM

STORMWATER

PART 2		FIELDWORK		Engineer's Estimate		Boromei Construction		Cobb Site Development		PRP Construction		Engineer's Estimate		Boromei Construction		Cobb Site Development		PRP Construction					
				Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)				
18	J-7 Manhole											2	EA	\$ 4,500.00	\$9,000.00	\$ 5,200.00	\$10,400.00	\$ 4,962.76	\$9,925.52	\$ 5,273.00	\$10,546.00		
	Culvert Installation																						
19 a.	Pipe Culvert, Corrugated Aluminum, Round, 15"													268	LF	\$ 60.00	\$16,080.00	\$ 70.00	\$18,760.00	\$ 150.47	\$40,325.96	\$ 43.50	\$11,658.00
19 b.	Pipe Culvert, Corrugated Aluminum, Round, 18"													84	LF	\$ 65.00	\$5,460.00	\$ 105.00	\$8,820.00	\$ 78.98	\$6,634.32	\$ 48.75	\$4,095.00
19 c.	Pipe Culvert, Corrugated Aluminum, Round, 24"													44	LF	\$ 65.00	\$2,860.00	\$ 120.00	\$5,280.00	\$ 86.45	\$3,803.80	\$ 62.50	\$2,750.00
19 d.	Pipe Culvert, Corrugated Aluminum, Elliptical, 13"x17"													210	LF	\$ 73.00	\$15,330.00	\$ 75.00	\$15,750.00	\$ 80.11	\$16,823.10	\$ 45.50	\$9,555.00
19 e.	Pipe Culvert, Corrugated Aluminum, Elliptical, 24"x35"													769	LF	\$ 95.00	\$73,055.00	\$ 100.00	\$76,900.00	\$ 98.60	\$75,823.40	\$ 85.00	\$65,365.00
19 f.	Pipe Culvert, Corrugated Aluminum, Elliptical, 29"x42"													987	LF	\$ 150.00	\$148,050.00	\$ 125.00	\$123,375.00	\$ 135.35	\$133,590.45	\$ 134.00	\$132,258.00
19 g.	Pipe Culvert, Reinforced Concrete, Round, 18"													84	LF	\$ 125.00	\$10,500.00	\$ 95.00	\$7,980.00	\$ 77.82	\$6,536.88	\$ 52.50	\$4,410.00
19 h.	Pipe Culvert, Reinforced Concrete, Elliptical, 19"x30"													84	LF	\$ 130.00	\$10,920.00	\$ 150.00	\$12,600.00	\$ 115.51	\$9,702.84	\$ 93.00	\$7,812.00
19 i.	Pipe Culvert, Reinforced Concrete, Elliptical, 24"x38"													36	LF	\$ 150.00	\$5,400.00	\$ 200.00	\$7,200.00	\$ 169.96	\$6,118.56	\$ 126.00	\$4,536.00
19 j.	Pipe Culvert, Reinforced Concrete, Elliptical, 29"x45"													67	LF	\$ 150.00	\$10,050.00	\$ 250.00	\$16,750.00	\$ 210.36	\$14,094.12	\$ 193.00	\$12,931.00
	Mitered End Section Installation																						
20 a.	Mitered End Section, 19" x 30"													2	EA	\$ 1,600.00	\$3,200.00	\$ 1,800.00	\$3,600.00	\$ 2,150.40	\$4,300.80	\$ 1,297.00	\$2,594.00
20 b.	Mitered End Section, 18"													6	EA	\$ 1,400.00	\$8,400.00	\$ 2,000.00	\$12,000.00	\$ 1,890.87	\$11,345.22	\$ 987.00	\$5,922.00
20 c.	Mitered End Section, 24"													2	EA	\$ 1,600.00	\$3,200.00	\$ 2,200.00	\$4,400.00	\$ 2,122.44	\$4,244.88	\$ 1,123.00	\$2,246.00
SUB-TOTAL (Bid Part 2a)				\$303,400.00		\$339,400.00		\$309,003.63		\$317,612.00	SUB-TOTAL (Bid Part 2b)		\$421,307.00		\$517,675.00		\$466,456.81		\$414,543.30				

BID UNIT FORM

STORMWATER

PART 3 RESTORATION		Engineer's Estimate				Boromei Construction		Cobb Site Development		PRP Construction		Engineer's Estimate				Boromei Construction		Cobb Site Development		PRP Construction		
		Qty	Unit	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Qty	Unit	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	
30	Performance Turf, Sod	1,250	SY	\$3.50	\$4,375.00	\$6.00	\$7,500.00	\$5.37	\$6,712.50	\$4.00	\$5,000.00	12,242	SY	\$3.50	\$42,847.00	\$3.50	\$42,847.00	\$3.82	\$46,764.44	\$4.50	\$55,089.00	
	Driveway																					
31 a.	Concrete (6" Thick)	470	SY	\$65.00	\$30,550.00	\$65.00	\$30,550.00	\$63.92	\$30,042.40	\$56.50	\$26,555.00	715	SY	\$65.00	\$46,475.00	\$62.00	\$44,330.00	\$59.18	\$42,313.70	\$56.00	\$40,040.00	
31 d.	Patterned Pavement, Stamped				\$0.00								\$0.00		\$0.00							
	Asphalt Repair																					
32 a.	Optional Base, Base Group 16 (LBR 100) (16" Thick)	465	SY	30	\$13,950.00	\$20.00	\$9,300.00	\$43.92	\$20,422.80	\$32.50	\$15,112.50	190	SY	\$30.00	\$5,700.00	\$20.00	\$3,800.00	\$67.16	\$12,760.40	\$33.00	\$6,270.00	
32 b.	Turnout Construction (Asphalt Driveways)	215	SY	\$45.00	\$9,675.00							\$45.00	\$9,675.00	\$52.64	\$11,317.60							\$99.00
32 c.	Superpave Asphaltic Concrete Traffic C (SP-9.5) (1" Thick)	26	TN	\$110.00	\$2,860.00	\$300.00	\$7,800.00	\$240.61	\$6,255.86	\$214.00	\$5,564.00	24	TN	\$110.00	\$2,640.00	\$300.00	\$7,200.00	\$234.77	\$5,634.48	\$224.00	\$5,376.00	
32 d.	Superpave Asphaltic Concrete Traffic C (SP-12.5) (2" Thick)	52	TN	\$110.00	\$5,720.00							\$325.00	\$16,900.00	\$176.98	\$9,202.96							\$234.00
33	Headwall Replacement, (In kind)				\$0.00		\$0.00		\$0.00		\$0.00	6	EA	\$1,000.00	\$6,000.00	\$7,500.00	\$45,000.00	\$2,935.74	\$17,614.44	\$4,675.00	\$28,050.00	
34	Water Valve Adjustment, Utility				\$0.00		\$0.00		\$0.00		\$0.00	10	EA	\$250.00	\$2,500.00							\$500.00
35	Water Meter Adjustment, Utility				\$0.00		\$0.00		\$0.00		\$0.00	9	EA	\$250.00	\$2,250.00	\$400.00	\$3,600.00	\$228.20	\$2,053.80	\$675.00	\$6,075.00	
36	Fire Hydrant Adjustment, Utility				\$0.00		\$0.00		\$0.00		\$0.00	3	EA	\$500.00	\$1,500.00							\$800.00
37	Water Service Adjustment, Utility				\$0.00		\$0.00		\$0.00		\$0.00	3	EA	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$1,281.89	\$3,845.67	\$645.00	\$1,935.00	
SUB-TOTAL (Bid Part 3a)					\$67,130.00		\$81,725.00		\$83,954.12		\$85,684.50	SUB-TOTAL (Bid Part 3b)										\$158,342.00
SAFETY COMPLIANCE (Bid Part 4)														\$5,000.00		\$5,000.00		\$3,500.00		\$8,500.00		
CONTINGENCY / MISCELLANEOUS WORK ALLOWANCE (Bid Part 5)														\$58,000.00		\$58,000.00		\$58,000.00		\$58,000.00		
TOTAL														\$1,215,651.27		\$1,422,770.50		\$1,342,346.62		\$1,295,903.80		

NOTICE OF AWARD

Date of Issuance:

Owner: **Okeechobee Utility Authority**

Owner's Contract No.: **N/A**

Engineer: **Sumner Engineering & Consulting, Inc.**

Engineer's Project No.: **19-04.D**

Project: **Oak Lake Estates Wastewater & Drainage**

Contract Name: **N/A**

Bidder: **PRP Construction Group, LLC**

Bidder's Address: **8300 Springhaven Ave., Indiantown, FL 349536**

TO BIDDER:

You are notified that Owner has accepted your Bid dated [**January 20, 2021**] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Oak Lake Estates Wastewater & Drainage Improvements

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: **\$ 1,295,903.80** *[subject to Unit Prices]*

[☒] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **four (4)** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Okeechobee Utility Authority**

Authorized Signature

By: **Steven D Nelson**

Title: **Chairman**

Copy: Engineer

NOTICE TO PROCEED

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:
Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is **150**, and the number of days to achieve readiness for final payment is **180**.

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner: **Okeechobee Utility Authority**

By: Authorized Signature
Steven D Nelson
Title: **Chairman**
Date Issued:

Copy: Engineer

SECTION 00500

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Okeechobee Utility Authority ("Owner") and
PRP Construction Group, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Completion of wastewater and drainage improvements for Oak Lake Estates, as described in the Construction Documents.**

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, OR ANY OF THE SUPPLEMENTAL DOCUMENTS, INCLUDING THE BID FORM, THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THE OKEECHOBEE UTILITY AUTHORITY RESERVES THE RIGHT TO PURCHASE ANY AND ALL EQUIPMENT OR SUPPLIES, WHERE TO DO SO WILL LAWFULLY AVOID THE PAYMENT OR OBLIGATION FOR PAYMENT, OF FLORIDA SALES AND USE TAX. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER IN SPECIFYING AND WORKING WITH ANY THIRD PARTY EQUIPMENT VENDORS OR SUPPLIERS SELECTED BY THE CONTRACTOR AND/OR THE OWNER, AND APPROVED BY THE OWNER, FOR THE PURCHASE OF END ITEMS AND COMPONENTS OF END ITEMS. CONTRACTOR WILL ADVISE THE OWNER OF ANY AND ALL OPPORTUNITIES TO DIRECT PURCHASE END ITEMS AND COMPONENTS OF END ITEMS, GIVING THE OWNER A REASONABLE TIME PERIOD WITHIN WHICH TO ACCOMPLISH THE PURCHASE OF SUCH ITEMS, AND MEET THE TIME SCHEDULES AND CONTRACT TIMES ALLOWED HEREIN. IN THE EVENT THAT OWNER SHALL DECIDE NOT TO MAKE ONE OR MORE SUCH PURCHASES, OR SHALL NOT MAKE ONE OR MORE SUCH PURCHASES, OR SHALL NOT MAKE ONE OR MORE SUCH PURCHASES WITHIN THE TIME FRAME OF THE WORK, THE CONTRACTOR SHALL MAKE THE PURCHASES AND SHALL PAY ALL REQUIRED TAXES. ANY WAIVER OF THIS PROVISION ON THE PART OF THE OWNER, SHALL NOT CONSTITUTE AN ONGOING WAIVER, AND THE CONTRACTOR SHALL NONETHELESS BE OBLIGATED TO NOTIFY THE OWNER OF ANY AND ALL REMAINING OPPORTUNITIES TO MAKE DIRECT PURCHASES.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Sumner Engineering & Consulting, Inc. / Eckler Engineering, Inc. and Culpepper & Terpening, Inc..

- 3.02 The Owner has retained Sumner Engineering & Consulting, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run. Contract time will commence to run on the date of the Notice to Proceed.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each calendar day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the

actual quantity of that item), as shown in the Bid Unit Form, attached and incorporated herein by reference.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - 2. Retainage shall be withheld from all progress payments in accordance with Florida Statute 287.735(8), as follows:
 - a. Retainage in the amount of 10% of each progress payment up to completion of 50% of the contract amount.
 - b. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, retainage shall be reduced to 5%.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 **Not Used.**

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 1, inclusive).
 - 3. Payment bond (pages 1 to 1, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 72 inclusive).
 - 6. Supplementary Conditions (pages 1 to 3, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) listed in Section 00015 of the Contract Documents.
 - 9. Addenda (numbers ____ to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are included in the Appendices of the Contract Documents for reference.
 - a. Notice of Award.
 - b. Notice to Proceed.
 - c. Contractor's Application for Payment.
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Okeechobee Utility Authority

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, FL 34974

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

FEBRUARY 8, 2021

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

FEBRUARY 8, 2021

ITEMS FROM THE ATTORNEY

Please find attached two Declaration of Restrictive Covenants required by FDEP on the recent property purchases for the Southwest Service Area project. These covenants are required by FDEP and are to be joined to each parcel that is purchased through state grant funds.

After review and discussion, please make a motion with seconds and vote for each covenant.

DECLARATION OF RESTRICTIVE COVENANTS

OKEECHOBEE UTILITY AUTHORITY, the owner (the "Owner") of the following described real property in Okeechobee County, Florida, ("the Property"), to-wit:

THE SOUTH 300.00 FEET OF THE WEST 300.00 FEET OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS THE SOUTH 50.00 FEET FOR ROAD RIGHT-OF-WAY (PARCEL NO. 1-19-37-35-0A00-00001A100),

hereby declares that the use of the Property shall be subject to the ~~terms~~ conditions of the Grant Award Agreement (DEP Agreement No. LPQ0008), summarized in the Memorandum of Grant, which is attached hereto as Exhibit A and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants").

These Restrictive Covenants shall run with the title to the Property and be binding upon the Owner and all successive owners (and all parties claiming by, through and under the Owner) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, ~~including~~ including an action or lawsuit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants ~~by a~~ by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit ~~Court~~ Court of Leon County, Florida. Owner agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Owner transfers or conveys the fee simple title or any other lesser estate in the Property or any part ~~thereof~~ thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this Declaration of Restrictive Covenants is recorded in the public records ~~Okeechobee~~ Okeechobee County, Florida. Owner further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. The request should include ~~to~~ the DEP Agreement No. LPQ0008, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed by its

duly authorized officer this _____ day of _____, 2021.

Witness Signature

Printed Name

Witness Signature

Printed Name

OKEECHOBEE UTILITY AUTHORITY

By: _____
Steve Nelson, Chairman

ATTEST: _____
John F. Hayford
Executive Director

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was duly executed the day of _____, 2021, by means of physical presence by STEVE NELSON and JOHN F. HAYFORD, the Chairman and Executive Director of Okeechobee Utility Authority; they are personally known to me.

Notary Public

EXHIBIT A

MEMORANDUM OF GRANT
DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. LPQ0008

This Grant Agreement was executed on December 3, 2019, by and between the Florida Department of Environmental Protection and Okeechobee County Authority (Owner), for in pertinent part, land acquisition in Okeechobee County, Florida, for the purpose of constructing wastewater collection system improvements in the southwest wastewater area. A copy of the Grant Agreement can be viewed <https://facts.fldfs.com/> under “Agency Assigned Contract ID” search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee, Florida 32399. The Grant Agreement and the required Conservation/Restrictive Covenant represent a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

DECLARATION OF RESTRICTIVE COVENANTS

OKEECHOBEE UTILITY AUTHORITY, the owner (the "Owner") of the following described real property in Okeechobee County, Florida, ("the Property"), to-wit:

BEGINNING 524 FEET SOUTH OF THE CENTER OF SECTION 29, TOWNSHIP 37 SOUTH, RANGE 35 EAST, RUN SOUTH 282 FEET; WEST 347.8 FEET, NORTH 282 FEET AND EAST 347.8 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE RIGHT-OF-WAY FOR SW 24TH AVENUE (A/K/A EAGLE BAY DRIVE) (PARCEL NO. 129-37-35-0A00-000300000),

hereby declares that the use of the Property shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPQ0008), summarized in the Memorandum of Grant, which is attached hereto as Exhibit A and by reference made hereof (hereinafter referred to as the "Restrictive Covenants").

These Restrictive Covenants shall run with the title to the Property and be binding upon the Owner and all successive owners (and all parties claiming by, through and under the Owner of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Owner agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Owner transfers or conveys the fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page in which this Declaration of Restrictive Covenants is recorded in the public records of Okeechobee County, Florida. Owner further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. The request should include the DEP Agreement No. LPQ0008, the total funding amount paid by the

State of Florida, the date of acquisition, and the Department's Grant Manager's name.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed by its duly authorized officers this _____ day of _____, 2021.

Witness Signature

Printed Name

OKEECHOBEE UTILITY
AUTHORITY

By: _____

Steve Nelson, Chairman

ATTEST:

Witness Signature

Printed Name

John F. Hayford

Executive Director

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was duly executed the _____ day of _____, 2021, by means of physical presence by STEVE NELSON and JOHN F. HAYFORD, the Chairman and Executive Director of Okeechobee Utility Authority; they are ~~are~~ ^{personally} known to me.

Notary Public

EXHIBIT A

MEMORANDUM OF GRANT DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. LPQ0008

This Grant Agreement was executed on December 3, 2019, by between the Florida Department of Environmental Protection and Okeechobee Utility Authority (Owner), for in pertinent part, land acquisition in Okeechobee County, Florida, for the purpose of constructing wastewater collection system improvements in southwest wastewater area. A copy of the Grant Agreement can be viewed <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee, Florida 32399. The Grant Agreement and the required Conservation/Restrictive Covenant implement a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

FEBRUARY 8, 2021

ITEMS FROM THE EXECUTIVE DIRECTOR

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

FEBRUARY 8, 2021

ITEMS FROM THE BOARD