

**OKEECHOBEE UTILITY AUTHORITY**

**MEETING AGENDA**

**September 15, 2022**

**8:30 A.M.**

1. Call the Meeting to Order
    - Pledge of Allegiance
    - Determination of Voting Members
  2. Agenda Additions or Deletions
  3. Public Hearing – Proposed FY23 Budget & Resolution 22-08
  4. Meeting Minutes from August 18, 2022
  5. Employee Recognition
  6. **Consent Agenda**
    7. Finance Report
    8. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements (Construction Phase)
    9. Invoice from Eckler Engineering, Inc. – SWTP pH Evaluation
    10. Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting
    11. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B and C)
    12. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
    13. Invoice from Sumner Engineering & Consulting, Inc. – Tortoise Survey and Summary Memo
    14. Invoice from Sumner Engineering & Consulting, Inc. – OUA Consumptive Use Permit Consulting
    15. Invoice from GO Underground Utilities, LLC – SWSA Master Force Main
    16. Invoice from Thorn Run Partners
    17. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
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18. Orange Loop Gravity Sewer Project
  19. NW 5<sup>th</sup> Street Gravity Sewer Project
  20. SWSA Master Force Main Gopher Tortoise
  21. Treasure Island Engineering RFP
  22. Multiple Construction Project Updates

23. Public Comments
24. Items from the Attorney
25. Items from the Executive Director
26. Items from the Board

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 1**

**SEPTEMBER 15, 2022**

Call Meeting to Order

Pledge of Allegiance

Determine Voting Members

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

### **FUTURE MEETING OF OUA BOARD**

**October 20, 2022 – 8:30 A.M.**

**November 17, 2022 – 8:30 A.M.**

### **FUTURE HOLIDAYS FOR OUA STAFF**

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

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 2

SEPTEMBER 15, 2022

**AGENDA ADDITIONS OR DELETIONS**



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 3

SEPTEMBER 15, 2022

**PUBLIC HEARING**

**RESOLUTION 22-08**

**PROPOSED FY23 FINANCIAL BUDGET**

**Public Hearing Agenda**

- Open Public Hearing - concerning the establishment of the FY23 Financial Budget October 1, 2022 to September 30, 2023
- Presentation by OUA Staff and the reading by title of Resolution 22-08
- Comments from the Public
- Comments from the OUA Board
- Close Public Hearing
- Motion to approve Resolution 22-08

Please refer to Executive summary attached.

**After review, discussions, questions and answers, OUA staff is requesting a motion to approve Resolution 22-08 which provides for the adoption of FY23 Financial Budget (October 1, 2022 - September 30, 2023).**

September 15, 2023

To: OUA Board Members

From: Executive Director

Ref: Proposed Annual Budget for Fiscal Year '23

The accompanying Proposed Annual Budget for Fiscal Year '23 is presented herein.

With the exception of the following material changes, most of which were discussed at the August 18, 2022, Board Meeting, the final FY23 budget now presented remains the same.

The material changes from the Preliminary Budget are as follows:

- Total revenue increased from \$11,764,672 to \$11,961,728 or a net of \$197,056 (or 1.68%) due to the Board approving a base rate and volumetric increase of 3.5% instead of the 2% previously discussed at the August 18, 2022, Board Meeting.

- Budgeted operating and maintenance expenses have increased by \$212,520, which is due mainly to:

Chemical's price adj.	-	\$166,000
Fuel & Electricity	-	\$ 22,500
Other Supplies & Service	-	<u>\$ 23,420</u>
Total O & M Increase		\$211,920

- Following an increase in market interest rates, there was a marginal increase in total restricted budgeted interest from \$16,025 to \$32,433.
- The proposed transfer to discretionary capital was increased by \$53,966 to \$721,280:

Transfer to CIP	\$230,207
Transfer to Rate Stab. Fund	<u>\$491,073</u>
Total Discretionary Transfer	\$721,280

- Presently OUA awaits FDEP grant support on 6 wastewater projects and one local support to close funding of the following projects as shown below:

Wastewater (FDEP Grant)

LPQ0017 Pine Ridge Park Utility Improvement -	\$1,750,000
LPQ0008 Southwest Service Area -	\$3,500,000
SW 5 <sup>th</sup> Avenue LPSS projects -	\$2,500,000
Treasury Island Septic to Sewer Project -	\$3,500,000
Orange Loop BHR -	\$ 250,000
Connection OSTDS to Central Sewer Project -	<u>\$3,000,000</u>
Total	\$14,500,000

Local Support Grant

OUA Advance Metering Infrastructure (AMI)	\$911,156
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Other projects awaiting financial institution loan approval:

Project for which OUA awaits loan approval decision

OUA – AMI loan application to SRF	\$2,318,844
Southwest WW Septic to Sewer – USDA	<u>\$11,055,091</u>
Total Loan Application being evaluated by Lender	\$13,373,935

- Although there are no changes to the projected payment of interest and principal amount to Truist and SRF, the revised Debt Service coverage was recalculated due mainly to point one and two above:

	<u>FY23</u>	<u>Resolution 22-05</u>
Senior Debt Service Cover	1.42	1.1
Junior Debt Service Cover	1.82	1.15

In summary, despite increases in O & M expenditures due to inflationary adjustments, the Authority is able to present a balanced budget.

Sincerely,

John F. Hayford  
Executive Director

**RESOLUTION 22-08**

**A RESOLUTION OF THE OKEECHOBEE UTILITY  
AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING  
THE BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR  
FILING A COPY WITH THE AUTHORITY CLERK; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the OUA Board, in duly advertised public hearings held August 18, 2022 and September 15, 2022, reviewed, discussed and received comments from staff and the public on the appropriations and estimated revenues for the budget for Fiscal Year 2023, and

**WHEREAS**, the budget for the Fiscal Year 2023 makes adequate provision for the fees, rates and charges, for services provided by the Authority to be sufficient to make all the payments required by the terms of the bonds issued pursuant to Resolution No. 99-3 dated March 9, 1999, and to continue to provide for the operation and maintenance of the OUA System.

**NOW, THEREFORE, BE IT RESOLVED BY THE OKEECHOBEE  
UTILITY AUTHORITY AS FOLLOWS:**

1. The attached budget for the Okeechobee Utility Authority for the FY23 (October 1, 2022 to September 30, 2023) is hereby adopted.
2. A copy of the budget for the FY23 shall be filed with the Authority's Clerk and Executive Director, and available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.
3. This Resolution shall take effect on October 1, 2021, upon its adoption.

The passage and adoption of this Resolution was moved by \_\_\_\_\_ and  
seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted the 15th day of September 2022.

(SEAL)

OKEECHOBEE UTILITY AUTHORITY

By: \_\_\_\_\_  
John Creasman, Chairman

Attest:

\_\_\_\_\_  
John F. Hayford  
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution the 15th day of September 2022.

\_\_\_\_\_  
Tom W. Conely, III, Attorney

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 4

SEPTEMBER 15, 2022

**MEETING MINUTES**

Attached are copies of the minutes of the meetings held on August 18, 2022.

**Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from August 18, 2022 as presented.**

**OKEECHOBEE UTILITY AUTHORITY  
MEETING MINUTES**

Thursday, August 18, 2022 8:30 A.M.

Okeechobee Utility Authority

100 SW 5<sup>th</sup> Avenue

Okeechobee, Florida

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

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

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

**Board Members:**

John Creasman\*

Steve Nelson\*

Tabitha Trent\*

**Alternates:**

Harry Moldenhauer\*\*

**Absent:**

Melanie Anderson

Tommy Clay

Jeff Fadley

Glenn Sneider

\*Voting Board Members

\*\*Voting in Melanie Anderson's Absence

**OUA Members:**

John Hayford

Lauriston Hamilton

Jamie Mullis

Tom Conely

Michelle Willoughby

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

**Chairperson Creasman addressed Agenda Item No. 2 'Agenda Additions or Deletions'**

Chairperson Creasman introduces four additions to the agenda. Conners Gables Project Closeout as item 2A, Ozone Generator Repair as item 2B, Lakeview Estates Septic Tank Abandonment as item 2C, and Lakeview Estates WWTP Construction as item 2D. **Motion by Steven Nelson to add item 2A Conners Gables Project Closeout, item 2B Ozone Generator Repair, item 2C Lakeview Estates Septic Tank Abandonment and item 2D Lakeview Estates WWTP Construction to the agenda. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 2A 'Conners Gables Project Closeout'**

Executive Director Hayford discusses that this project was completed and placed into service.

Executive Director Hayford discusses that Change Order No. 1 removes the remaining contingency money in the amount of \$25,000.00 that was included in the base contract. **Motion by Steven**

**Nelson to approve Change Order No. 1 deducting \$25,000.00. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

Executive Director Hayford discusses the final pay request from PRP Construction in the amount of \$116,472.00. **Motion by Steven Nelson to approve final pay application to PRP Construction in the amount of \$116,472.00. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 2B ‘Ozone Generator Repair’** Executive Director Hayford discusses that there are two ozone generators at the surface water treatment plant. Executive Director Hayford explains that ozone is utilized to take color, taste and odor out of the water prior to final treatment. Executive Director Hayford discusses that one of the units is currently down at this time. Staff have contacted the manufacturer of the equipment and asked about immediate repairs necessary to place the one unit back in service. Executive Director Hayford discusses that the manufacturer was asked to provide a “refurbishment” quotation to fix all items in both units to return them to an as new condition since these units are approaching 15 years old. Executive Director Hayford informed the board that the repair quotation for the broken unit has already been authorized due to the need to have both units active. There was a brief discussion. **Motion by Steven Nelson to approve Ozone Generator repair in the amount of \$92,555.00. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 2C ‘Lakeview Estates Septic Tank Abandonment’** Executive Director Hayford discusses that the Lakeview Estates WWTP construction has reached substantial completion and the OUA has taken beneficial use of the plant. Executive Director Hayford discusses that the septic tank abandonment that is required by the project has been completed. **Motion by Tabitha Trent to invoice #1392 to OneWater in the amount of \$8,800.00. Second by Steve Nelson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 2D ‘Lakeview Estates WWTP Construction’** Executive Director Hayford discusses that the contractor has reached substantial completion and is working through punch list items. **Motion by Harry Moldenhauer to invoice #1393 to OneWater in the amount of \$36,000.00. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 3 ‘Schedule of Rates, Fees and Charges’** **Motion by Steven Nelson to open the Public Hearing 8:45 A.M. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

Executive Director Hayford reads Resolution 22-03 by title only. Executive Director Hayford discusses that the current budget is setup for a 2% rate increase.

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

**Chairperson Creasman called for comments from the Board.** Chairperson Creasman discussing consideration of increasing rates by 3.5% versus 2%. Executive Director Hayford discusses that staff have received notices from suppliers of increased product and delivery costs. There was a brief discussion.

**Motion by Steven Nelson to close the Public Hearing at 8:59 A.M. Second by Tabitha Trent. Vote unanimous (4-0).**



**Motion by Steven Nelson to adopt Resolution 22-03 to adjust the rate by 3.5% for FY23 (October 1, 2022-September 30, 2023). Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 4 ‘Reduction of the FY23 Schedule of Rates, Fees and Charges’**

**Motion by Steven Nelson to open the Public Hearing at 9:00 A.M. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Executive Director Hayford reads Resolution 22-04 by title only. Executive Director Hayford advised that the current rates are reduced by 75%. This reduction is scheduled to sunset on September 30, 2022.

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

**Chairperson Creasman called for comments from the Board.** Executive Director Hayford discusses why the OUA reduced capital connections fees by the 75%. Executive Director Hayford discusses that the OUA is working with the county in regards to mandatory connections. Chairperson Creasman discusses the potential connections with the SWSA projects. Executive Director Hayford discusses that Resolution 22-04 provides for a 75% reduction in the water meter installation charge, water capital connection charge, waste water capital connection charge and waste water connection.

**Motion by Steven Nelson to close the Public Hearing at 9:08 A.M. Second by Tabitha Trent. Vote unanimous (4-0).**

**Motion by Steven Nelson to adopt Resolution 22-04 as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 5 ‘Operations of the Okeechobee Utility Authority’**

**Motion by Steven Nelson to open the Public Hearing at 9:09 A.M. Second by Tommy Clay. Vote unanimous (4-0), motion carried.**

Executive Director Hayford reads Resolution 22-05 by title only.

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

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

**Motion by Steven Nelson to close the Public Hearing at 9:14 A.M. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Motion by Harry Moldenhauer to adopt Resolution 22-05 as written. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 6 ‘Meeting Minutes from July 21, 2022.**

**Motion by Steven Nelson to approve the Meeting Minutes from July 21, 2022 as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 7 ‘Consent Agenda’ Motion by Steven Nelson to approve the Consent Agenda as presented:**

**Consent Agenda Item No. 8 ‘Finance Report for the period ending July 31, 2022’**

**Consent Agenda Item No. 9 ‘Invoice from Eckler Engineering, Inc. – Pine Ridge Park**

- Utility Improvement in the amount of \$5,629.17'**
- Consent Agenda Item No. 10 'Invoice from Eckler Engineering, Inc. – SWTP pH Evaluation in the amount of \$654.00'**
- Consent Agenda Item No. 11 'Invoices from OneWater, Inc. – Lakeview Estates WWTP in the amounts of \$6,150.00'**
- Consent Agenda Item No. 12 'Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting in the amount of \$29,775.00'**
- Consent Agenda Item No. 13 'Invoice from Sumner Engineering & Consulting, Inc. – SWSA Project (Part B and C) in the amount of \$3,756.38'**
- Consent Agenda Item No. 14 'Invoice from Sumner Engineering & Consulting, Inc. – SWSA Project (Part E) in the amount of \$28,573.92'**
- Consent Agenda Item No. 15 'Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements in the amount of \$9,440.00'**
- Consent Agenda Item No. 16 'Invoice from Go Underground Utilities, LLC- SWSA Master Force Main in the amount of \$39,662.50'**
- Consent Agenda Item No. 17 'Johnson-Prewitt & Associates, Inc. – Orange Loop in the amount of \$9,330.00'**
- Consent Agenda Item No. 18 'Invoice from Thorn Run Partners in the amount of \$3,500.00'**
- Consent Agenda Item No. 19 'Invoice from MacVicar in the amount of \$250.00'**
- Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 20 'Preliminary FY23 Budget'** *John Creasman and John Hayford out at 9:16 A.M.* Finance Director Hamilton discusses the preliminary budget which was presented in June 2022 and the consultant projections for rate increases. *John Creasman and John Hayford in at 9:18 A.M.* Finance Director Hamilton discusses that the OUA was able to absorb some of its supplier's price increases in the FY23 operating budget. However, staff felt it was prudent, to increase the rate adjustment from 2% to 3.5%, adding \$169,244 in projected revenue. Executive Director Hayford discusses inflation costs with such items as equipment, products, gasoline, etc. Finance Director Hamilton discusses that the final FY23 Budget will be presented at the September 15, 2022 Board Meeting. This is for informational purposes only.

**Chairperson Creasman addressed Agenda Item No. 21 'Conflict of Interest'** Executive Director Hayford discusses that on September 3, 2021, the United States Department of Agriculture (USDA) issued a letter to the OUA, establishing the conditions under which USDA would finance the Southwest WW Service Area Septic System to Sewer Wastewater Project. Executive Director Hayford discusses that the OUA is required to establish a Conflict of Interest Policy which includes specific wording and actions. Executive Director Hayford discusses that the USDA has finally approved the wording in the updated policy. **Motion by Steven Nelson to adopt Resolution 22-06 as presented. Second by Tabitha Trent. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 22 'Proposed OUA Employee Bonus Policy'** Executive Director Hayford discusses that OUA has paid a bonus to employees over the last few years, usually as a Christmas bonus. A recent newspaper article raised the issue of the legality of

this practice as per state statutes (215.425 FS). Executive Director Hayford discusses that in order for bonus payment to be considered in compliance with 215.425 FS, the prerequisites must be adhered to, as provided for in a written OUA policy. There was a brief discussion. **Motion by Steven Nelson to adopt Resolution 22-07 as presented. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 23 ‘OUA Employee Pension Investment Policy’** Pension Board Chairperson Mullis discusses that per OUA Resolution 16-03, the Executive Director was authorized to take such actions as to implement the OUA retirement plan. An aspect of that plan is to adopt an investment policy by the pension. Operations Director Mullis discusses that this policy establishes the framework for investing the assets of the pension plan. Executive Director Hayford discusses that this policy is to be reviewed and approved by the OUA Board. **Motion by Tabitha Trent to approve the Employee Pension Investment Policy as presented. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 24 ‘Kings Bay Maintenance Agreement’** Executive Director Hayford discusses that as required by the King’s Bay Agreement, the OUA is to review the past year’s expenses incurred by the King’s Bay development. Executive Director Hayford discusses that after review and tabulation of expenses for labor, equipment, parts, etc., a monthly service fee of \$9.57 was established for the coming year. **Motion by Steven Nelson to approve setting the monthly maintenance cost at \$9.57 for the King’s Bay accounts. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 25 ‘SFWMD AMI Amendment 2’** Executive Director Hayford discusses that the OUA received a grant from the SFWMD for \$100,000.00 towards the installation of the advanced meter infrastructure system (AMI). Executive Director Hayford discusses that Amendment 2 which will provide for one additional year to complete the installation of the AMI system. Executive Director Hayford discusses that the AMI system is out for bidding at this time. Bids are due August 31, 2022 at 10:00AM. A bid recommendation will be brought to the OUA Board on September 15, 2022. **Motion by Steven Nelson to approve Amendment 2. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 26 ‘Office Relocation’** Executive Director Hayford discusses that the current main office is in need of renovation inside and out. Executive Director Hayford discusses that at a previous OUA Board meeting, discussions were held concerning the purchase of a used building that was newer and in better shape. Executive Director Hayford discusses that the Board Chairman and Executive Director took an informal tour of the surgery center building on State Road 441 North and even though vacant, found it to be in much better physical shape than the current office building. Executive Director Hayford discusses that the current floor plan of this building would not work for the OUA. Major renovations will be needed to create public spaces, office spaces, meeting spaces, bathrooms and storage. The building was built in 1998 and has approximately 11,500 SF of inside space and approximately 2,500 SF under canopy. The parcel is approximately 2.86 acres. Executive Director Hayford discusses that the primary parcel is currently assessed at \$1,201,141 per the Okeechobee County Property Appraiser. The original purchase price of this parcel in December 2018, was \$920,000. Executive Director Hayford discusses that there is a second parcel which is directly behind the 2.86-acre site and is 1.67 acre in size. Executive Director Hayford discusses that the owner is confirming from the Corporate Office that the property or

properties are for sale and determining a listing value for the sale. Executive Director Hayford discusses the Board Chairperson and Executive Director also toured a second building, the former Seacoast Bank Building on Highway 441 SE. Executive Director Hayford discusses that much of the building is currently rented to a tenant that has a lease that extends to November 2023. The building was built in 1992 and has approximately 4,964 SF of inside space and approximately 1,795 SF under canopy. The parcel is approximately 1.42 acres. Executive Director discusses that the purchase price is estimated to be less than that of the surgery center. The renovation costs would be considerably less as it is currently set up as an office building. Executive Director Hayford discusses obtaining a commercial appraisal on one or both of the buildings to establish market price for the property and buildings. There was a brief discussion. **Motion by Harry Moldenhauer to approve OUA staff to move forward with obtaining a commercial appraisal for the bank building. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 27 ‘Public Comments’** There were none.

**Chairperson Creasman addressed Agenda Item No. 28 ‘Items from the Attorney’** Attorney Conely informs the board members that the annual evaluation paperwork for the Executive Director will be emailed.

**Chairperson Creasman addressed Agenda Item No. 29 ‘Items from the Executive Director’** Executive Director Hayford gave an update on current projects. Executive Director Hayford discusses the current office policy of paid time off for employees that had to quarantine due to COVID19. Executive Director discusses terminating the office policy of the OUA paying for quarantine for COVID19, effective August 31, 2022. Board Member Trent suggested notifying staff of this change. *Tabitha Trent out at 10:28 A.M.* Executive Director Hayford discusses the consumptive use permits and possible developer project in Buckhead Ridge. Executive Director Hayford is working with the district to get raw water to have the capacity to provide service to the possible developer project in Buckhead Ridge.

**Chairperson Creasman addressed Agenda Item No. 30 ‘Items from the Board’** None requiring action.

**There being no other business, meeting adjourned at 10:44 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.

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Chairperson

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Executive Director (Secretary)

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 5

SEPTEMBER 15, 2022

**EMPLOYEE RECOGNITION**

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

Kristy Arnold

15 Years

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 6**

**SEPTEMBER 15, 2022**

### **CONSENT AGENDA**

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

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 7

SEPTEMBER 15, 2022

**CONSENT AGENDA**

**FINANCE REPORT**

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

# **Okeechobee Utility Authority**

## **Finance Report**

### **Fiscal Year 2022**

**As of                      The Period Ending                      August 31, 2022**



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

At the end of August 2022, actual YTD operating revenues were \$10,814,835 compared to \$10,311,448 for the same period last year, which represents an increase of \$503,387 or 4.9% on year to year result. The cumulative increase of \$503,387 was achieved from a 3% rate adjustment approved and implemented at the beginning of FY22, plus a weighted average increase of 4.9% in water and wastewater (gallons) billed, compared to previous year (FY21). Although YTD operating expenses are higher than previous year's amount by \$375,971, it should be noted that compare with YTD budget, expenses are tracking \$1,058,299 lower than the approved operational budget. With regards to restricted revenues of \$227,947, which is comprised of new connection, YTD new connection of 96 and 47, water / wastewater respectively is below last years new connections but significantly above the budget of 24 water and 12 wastewater.

**OKEECHOBEE UTILITY AUTHORITY  
FINANCIAL SUMMARY COMPARISON**

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

Respectfully,



Lauriston Hamilton

**Okeechobee Utility Authority**  
**FY 2022 Finance Report for Aug. 31, 2022**  
**The Period Ending**

**OPERATING REVENUE FUND**

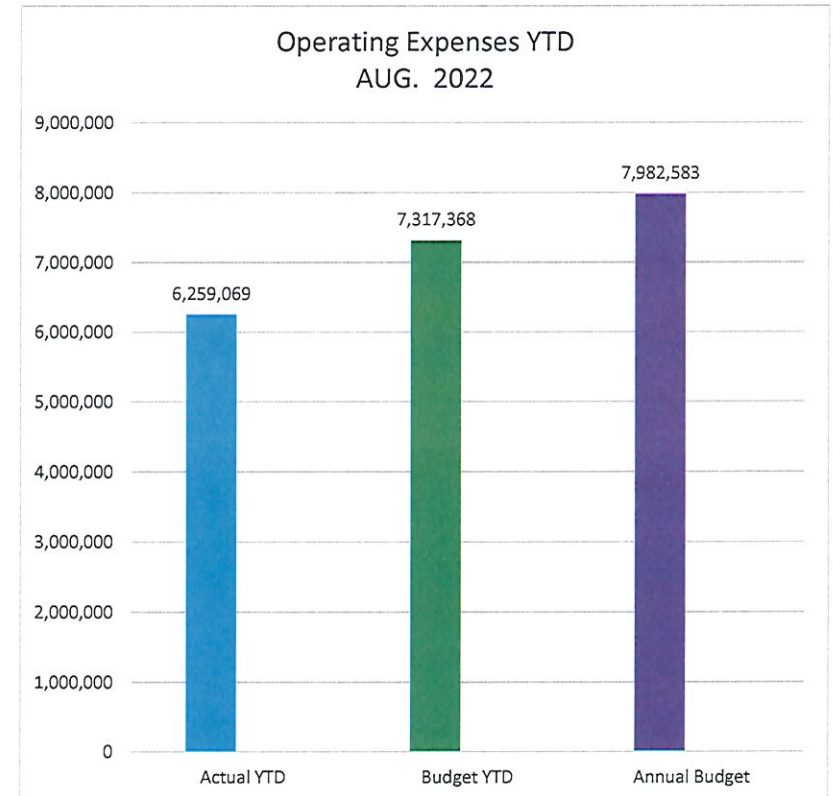
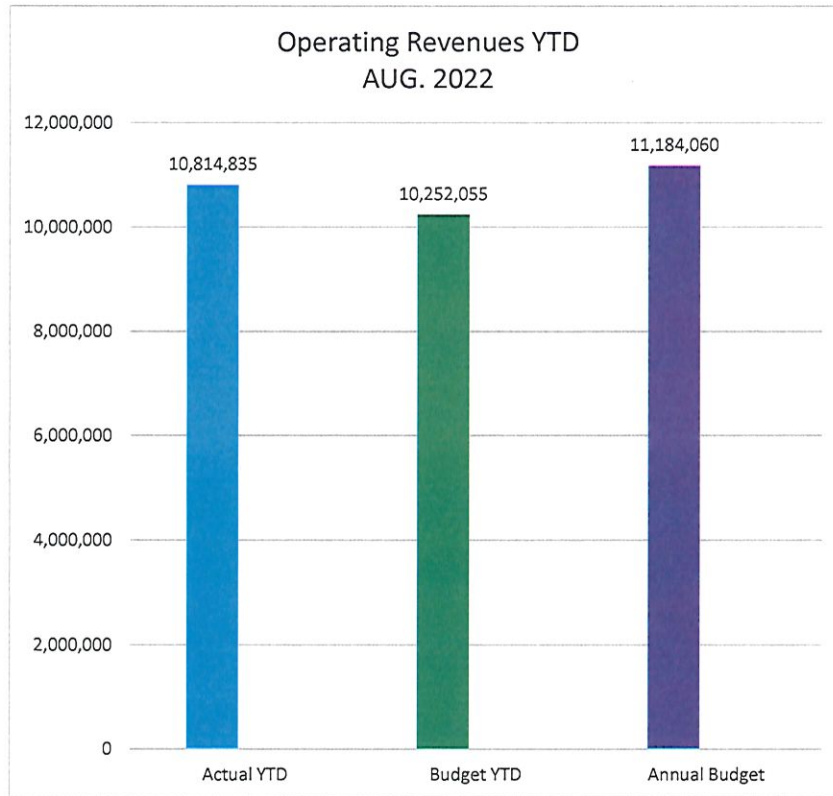
	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>\$ Variance</b>	<b>% Variance</b>
<b>OPERATING REVENUE:</b>				
Water	\$ 6,440,179	\$ 6,126,489	\$ 313,690	5.1%
Sewer	\$ 3,937,674	3,796,570	141,103	3.7%
Other Operating Revenue (see detail on page 16)	\$ 436,982	328,995	107,987	32.8%
<b>Total Operating Revenue Received</b>	<b>\$ 10,814,835</b>	<b>\$ 10,252,055</b>	<b>\$ 562,780</b>	<b>5.5%</b>
<b>OPERATING EXPENSES:</b>				
Water	\$ 1,366,586	\$ 1,551,078	\$ 184,492	11.9%
Wastewater	\$ 1,003,222	1,044,175	40,953	3.9%
Meter Readers	\$ 225,466	254,413	28,946	11.4%
Maintenance	\$ 1,990,230	2,245,460	255,230	11.4%
Administration Operating	\$ 1,077,225	1,243,535	166,310	13.4%
General & Admin.	\$ 596,339	841,207	244,868	29.1%
Contingency Expense	\$ -	137,500	137,500	0.0%
<b>Total Operating Expenses Paid (3) (4) (5) (6)</b>	<b>\$ 6,259,069</b>	<b>\$ 7,317,368</b>	<b>\$ 1,058,299</b>	<b>14.5%</b>
<b>Net Operating Income</b>	<b>\$ 4,555,766</b>	<b>\$ 2,934,687</b>	<b>\$ 1,621,079</b>	<b>55.2%</b>

**RESTRICTED REVENUE FUNDS**

<b>RESTRICTED REVENUE FUNDS RECEIVED:</b>				
Fire Hydrant Fund Fee	\$ 86,711	\$ 79,970	\$ 6,741	8.4%
Water CC Fees (infill)	\$ 59,631	9,556	50,075	524.0%
WW CC Fees (infill)	\$ 58,986	8,910	50,076	562.0%
Operating Account Interest	\$ 14,149	17,984	(3,835)	0.0%
Payroll Account Interest	\$ 353	497	(144)	0.0%
Restricted Interest Income	\$ 8,117	14,190	(6,073)	-42.8%
<b>TOTAL RESTRICTED REVENUE (1) (2)</b>	<b>\$ 227,947</b>	<b>\$ 131,107</b>	<b>\$ 96,840</b>	<b>73.9%</b>
<b>NON-OPERATING EXPENSES:</b>				
Debt service interest expense	\$327,116	\$327,116	0	0.0%
Non-cash depreciation & amortization	\$2,447,013	\$2,486,550	39,537	1.6%
<b>NET REVENUE BEFORE ITEMS BELOW</b>	<b>\$ 2,009,584</b>	<b>\$ 252,128</b>	<b>\$ 1,678,381</b>	<b>665.7%</b>

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

	<b>Actual YTD</b>	<b>Annual Budget</b>	<b>Variance</b>
(1) Grant funds & state appropriations of:	\$1,309,511	\$15,123,867	
(2) Contributed capital of:	\$32,358	\$20,145	
(3) Debt service principal payments of:	\$1,032,166	\$2,073,096	
(4) Net Construction In Progress (CIP) Expenditures of:	\$2,876,912	\$11,548,847	



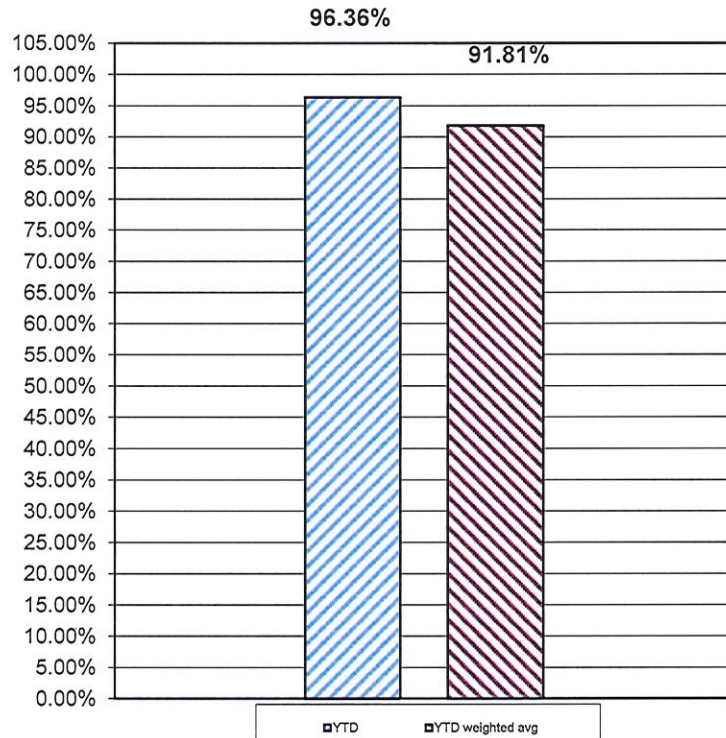
**Current FY-22 Water and Sewer Utility Revenue**  
**Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)**

WATER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget	4 Yr Weighted Average %
				\$ 6,353,369	Water Revenue \$6,683,443	
Period		YTD				
Oct.	\$	574,183	574,183	\$ 70,168	8.59%	7.97%
Nov.	\$	588,819	1,163,002	\$ 69,267	17.40%	15.85%
Dec.	\$	537,151	1,700,153	\$ 23,738	25.44%	23.85%
Jan.	\$	622,267	2,322,420	\$ 99,324	34.75%	32.49%
Feb.	\$	612,161	2,934,581	\$ 74,069	43.91%	40.99%
Mar.	\$	600,017	3,534,598	\$ 63,445	52.89%	49.40%
Apr.	\$	586,768	4,121,366	\$ 28,323	61.67%	58.50%
May	\$	603,689	4,725,055	\$ 70,592	70.70%	66.77%
Jun.	\$	551,077	5,276,132	\$ (13,656)	78.94%	75.30%
Jul.	\$	532,089	5,808,221	\$ 21,193	86.90%	83.66%
Aug.	\$	631,958	6,440,179	\$ 96,928	96.36%	91.81%
SEWER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
				\$ 3,918,848	\$4,141,713	
Oct.	\$	345,403	345,403	\$ 27,060	8.34%	8.17%
Nov.	\$	358,045	703,448	\$ 30,170	16.98%	16.15%
Dec.	\$	334,864	1,038,312	\$ 9,856	25.07%	24.43%
Jan.	\$	388,267	1,426,579	\$ 66,339	34.44%	33.12%
Feb.	\$	391,433	1,818,012	\$ 49,403	43.90%	41.82%
Mar.	\$	383,868	2,201,880	\$ 54,916	53.16%	50.30%
Apr.	\$	352,765	2,554,645	\$ 6,352	61.68%	59.36%
May	\$	346,444	2,901,089	\$ 30,054	70.05%	67.28%
Jun.	\$	335,415	3,236,504	\$ (3,465)	78.14%	75.59%
Jul.	\$	319,350	3,555,854	\$ 7,928	85.85%	83.89%
Aug.	\$	381,820	3,937,674	\$ 58,869	95.07%	91.83%

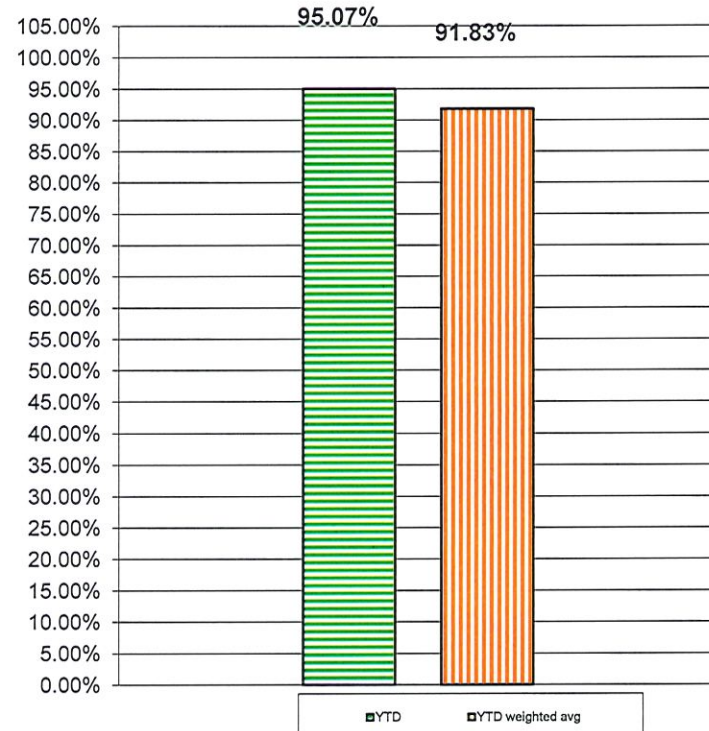


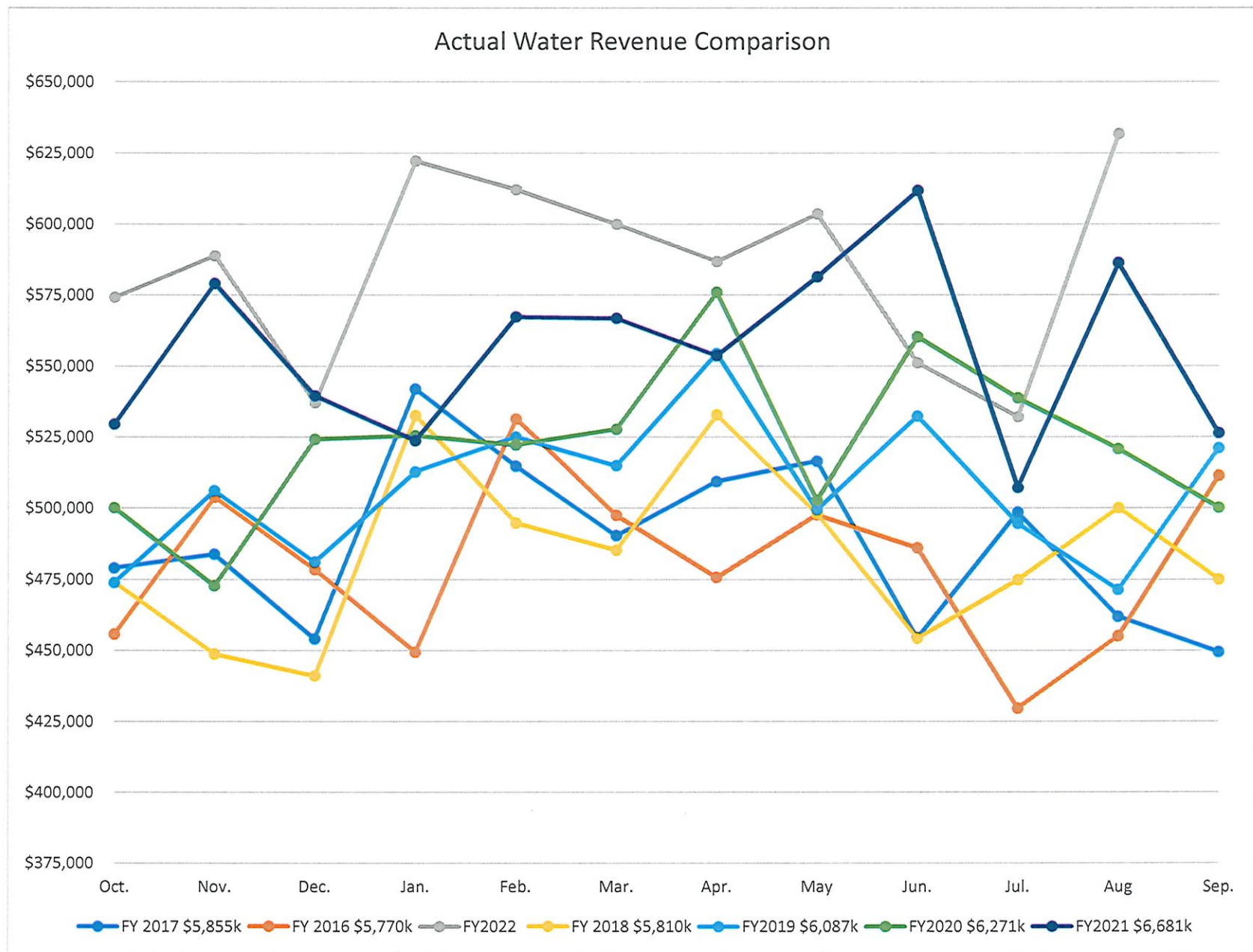
# **WATER AND SEWER REVENUE COMPARISON** **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**

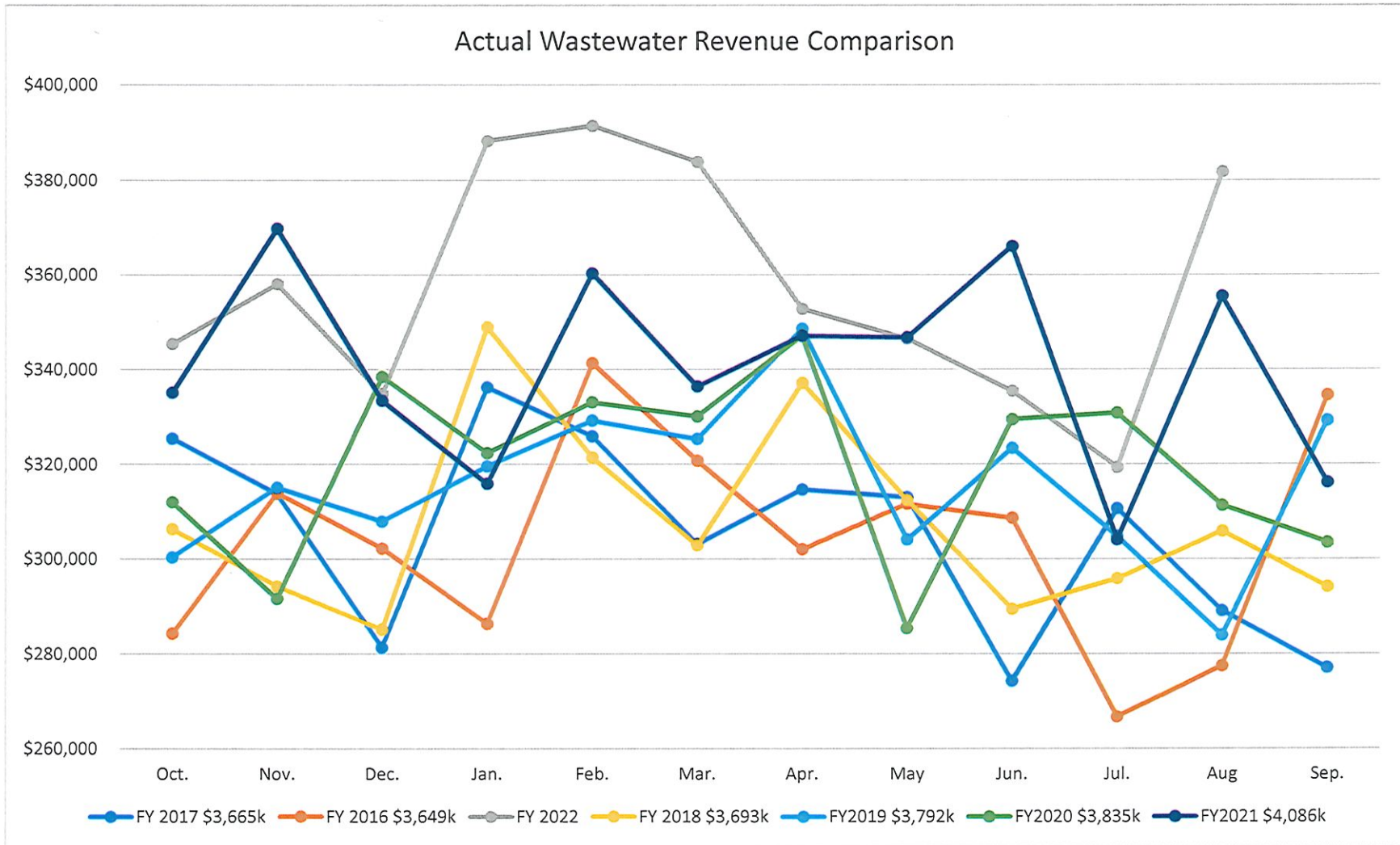
**WATER REVENUE COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
 Aug. 2022 FY-22



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





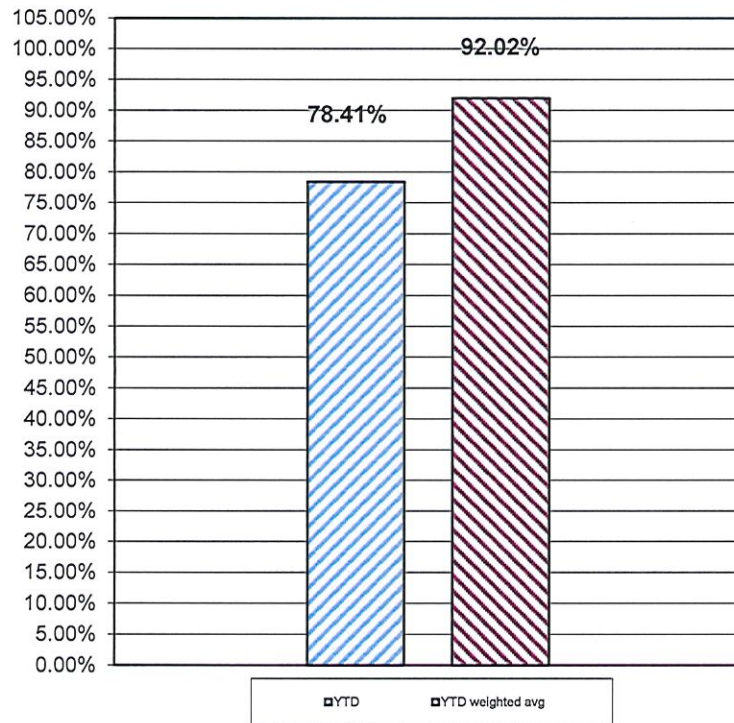




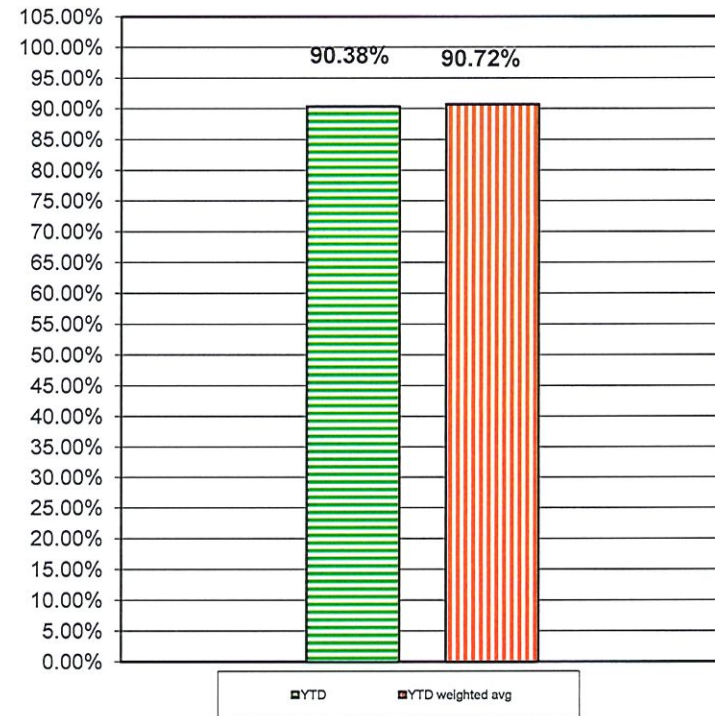
**Current FY-22 Operating & Non-Operating Expenses,  
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

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

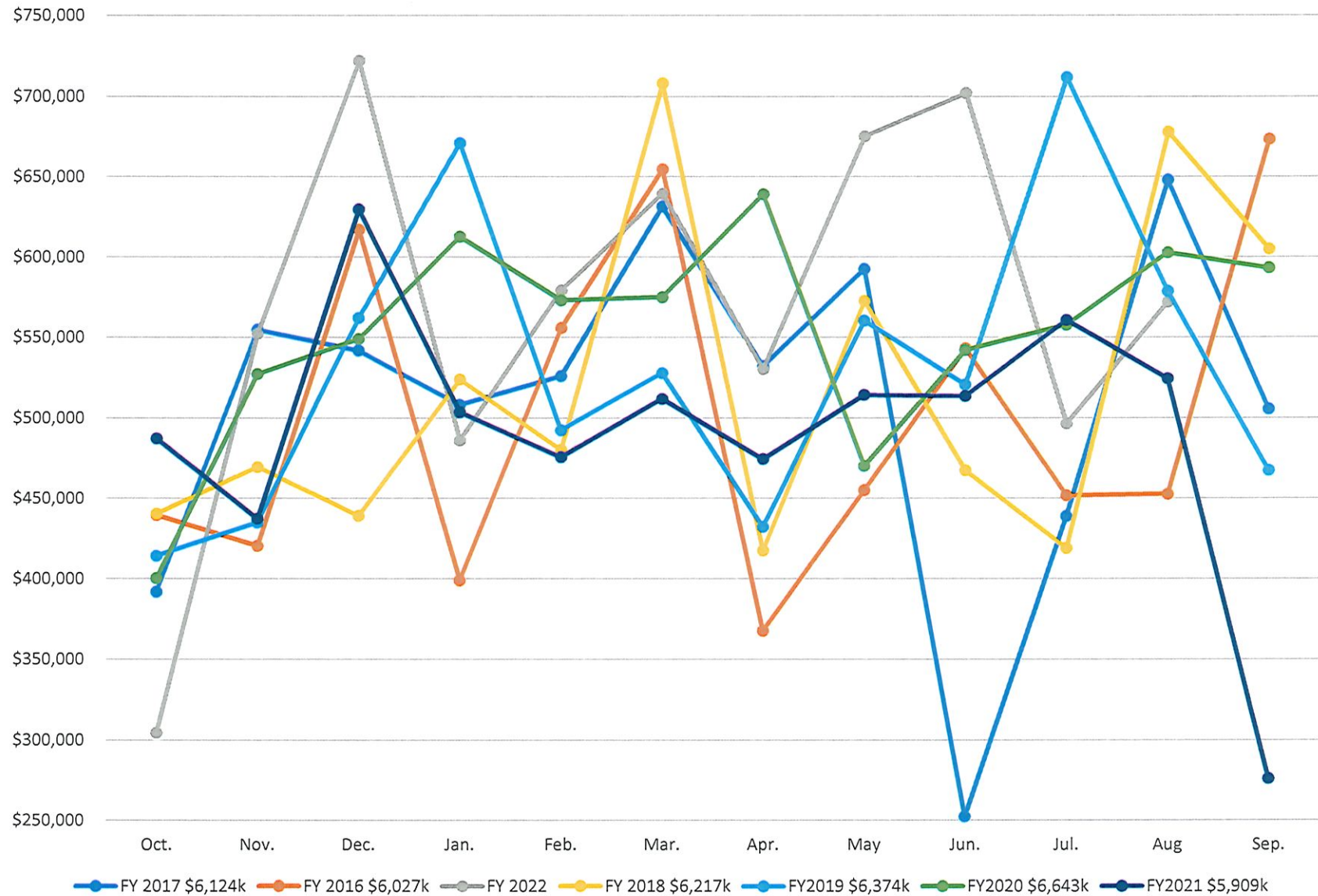
**OPERATING EXPENSES COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
**Aug. 2022 FY-22**



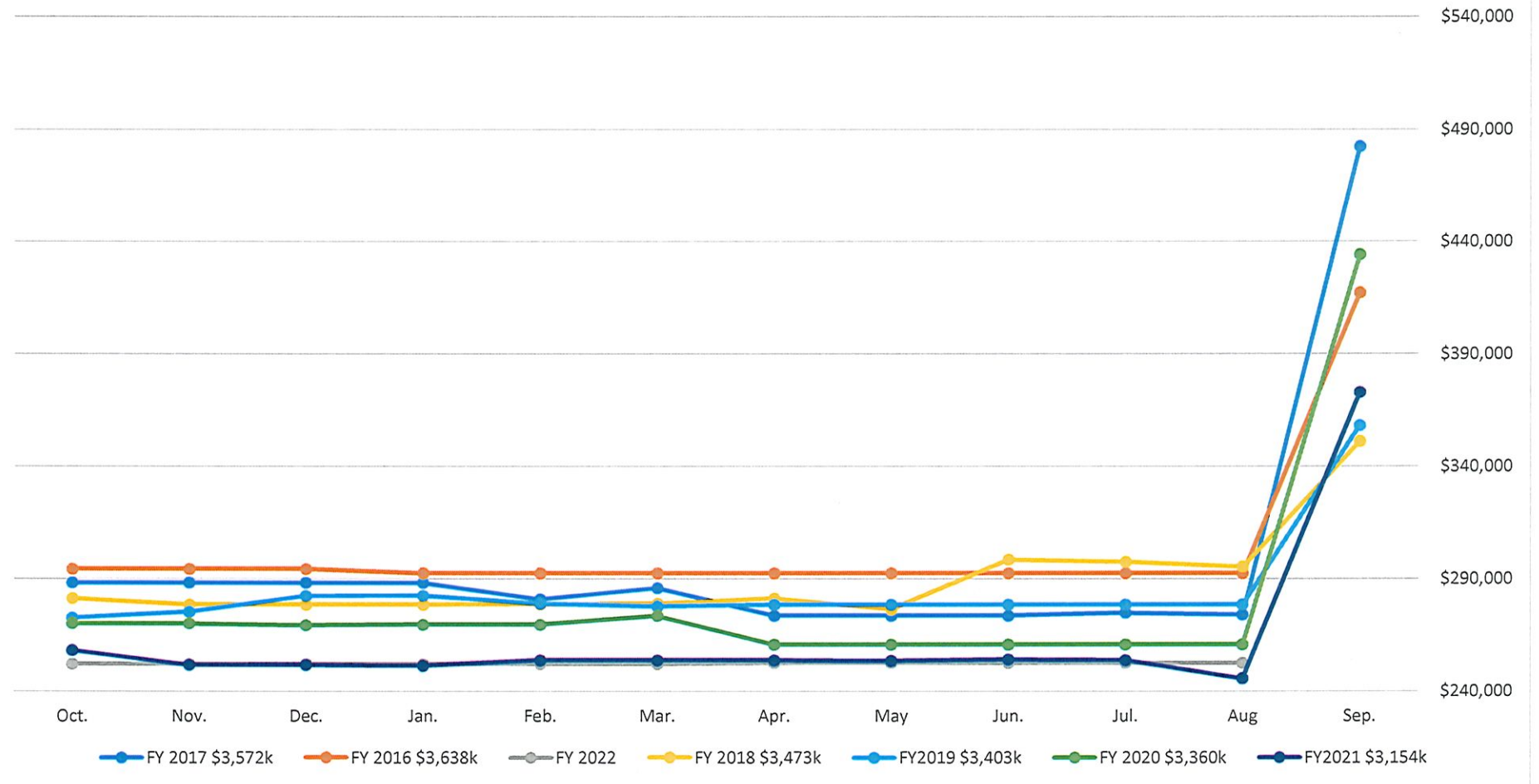
**NON-OPERATING EXPENSES COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
**Aug. 2022 FY-22**



# Actual Operating Expense Comparison



# Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	Okeechobee Utility Authority	Audit		OUA prepared	OUA prepared
90	Statement of Cash Flows				
91	Basis of Accounting	Accrual Basis for Revenues		Accrual Basis for Revenues	Accrual Basis for Revenues
92		Accrual Basis for Expenses		Accrual Basis for Expenses	Cash Basis for Expenses
93					
94		Sept 30, 2020		Sept 30, 2021	August 31, 2022
95		12 Months		12 Months	11 Months
96					
97	Cash Flows from Operations				
98	Operating Income	1,053,235		2,594,121	2,101,301
99	Depreciation & Amortization	2,746,474		2,630,852	2,447,013
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(416,787)		(447,864)	1,292,989
101	Increase (decrease) in cash from changes in accounts payable	(394,791)		15,521	(413,040)
102	Increase (decrease) in cash from changes in other assets	372,929		(1,438,669)	(44,283)
103	Increase (decrease) in cash from changes in other liabilities	(388,909)		1,091,556	124,226
104	Cash provided (used) by operations	2,972,151		4,445,517	5,508,206
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	84,401		85,215	86,711
108	Capital connection fees	97,282		230,218	118,617
109	Interest revenue	157,694		47,914	22,619
110	Debt issuance costs	(55,500)		0	0
111	Interest expense	(613,093)		(523,113)	(327,116)
112	Cash provided (used) by nonoperating activities	(329,216)		(159,766)	(99,169)
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	(342,552)		(477,118)	(92,489)
116	Construction in progress	(4,913,908)		(2,488,124)	(2,939,814)
117	Acquisition of land, easements and related costs	(252,195)		(34,500)	(129,038)
118	Sale of land and or equipment	8,610		29,501	0
119	Gain (Loss) on sale of land and equipment	2,310		37,022	7,452
120	Bond principal payments	(1,287,391)		(2,028,142)	(1,032,166)
121	Grant revenue & FEMA reimbursement	1,154,965		1,497,834	1,309,511
122	Capital contributions from developers	224,430		78,020	32,358
123	Cash provided (used) by capital / financing activities	(5,405,731)		(3,385,507)	(2,844,185)
124					
125	Net increase (decrease) in cash and investments	(2,762,796)		900,244	2,564,852
126	This unaudited cash flow statement is subject to adjustments.				
127	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

**OKEECHOBEE UTILITY AUTHORITY**  
**Statement of Net Assets**  
**August 31, 2022**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 3,295,370.39
Unrestricted assets:	
Investments	0.00
Interest receivable	0.00
Grants receivable	
Restricted assets:	
Cash and cash equivalents	8,386,866.00
Investments	1,000,000.00
Interest receivable	3,209.92
Receivables:	
Accounts receivable	1,224,355.65
less allowance for uncollectible accounts	-179,497.04
Inventories	601,011.61
Prepaid Expenses	79,853.61
Total current assets	<u>14,411,170.14</u>

**NONCURRENT ASSETS**

**Capital assets:**

Land	2,906,860.90
Utility plants, buildings and equipment	106,591,821.29
	<u>109,498,682.19</u>
Less accumulated depreciation	-51,330,347.32
	58,168,334.87
Construction in progress	5,747,206.10
Total capital assets	<u>63,915,540.97</u>

**Other Assets:**

Net Pension Asset	1,904,107.00
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**Deferred Charges:**

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

Total noncurrent assets	<u>66,511,717.97</u>
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<b>TOTAL ASSETS</b>	<u><u>\$ 80,922,888.11</u></u>
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## LIABILITIES AND NET ASSETS

### CURRENT LIABILITIES

Accounts payable	\$	131,903.55
Accrued expenses		4,748.42
Due to other governments		30,310.69
Bonds payable (current)		1,040,929.69
Accrued compensated absences (current)		261,849.56
Payable from restricted assets		
Accrued interest		147,655.65
Customer Deposits		723,023.08
Total current liabilities		<u>2,340,420.64</u>

### NONCURRENT LIABILITIES

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

TOTAL LIABILITIES		<u>21,374,167.84</u>
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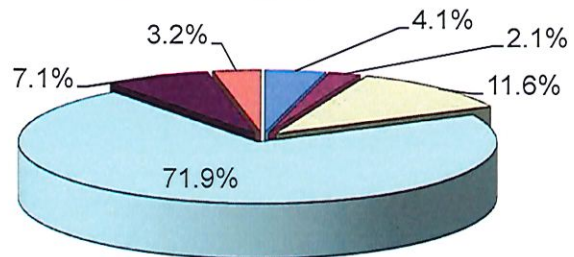
### NET POSITION

Invested in capital assets, net of related debt		44,731,657.00
Restricted for capital projects		2,361,411.00
Restricted for debt service		481,018.00
Restricted for Rate Stabilization		1,339,359.00
Restricted for Pension Benefits		1,904,107.00
Unrestricted		5,334,728.88
YTD Surplus of Revenue over Expenses		3,396,439.39
Total net position		<u>59,548,720.27</u>

TOTAL LIABILITIES AND NET POSITION	\$	<u>80,922,888.11</u>
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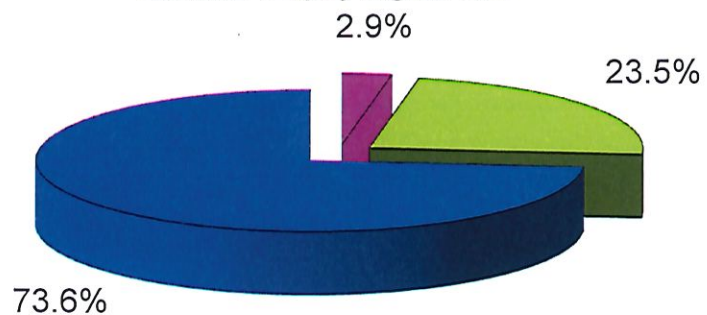
**Assets - August, 2022**



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

Cash	3,295,370	4.1%
AR, Inventory & Prepaid	1,725,724	2.1%
Restricted Cash	9,390,076	11.6%
Fixed Assets	58,168,335	71.9%
Construction in Progress	5,747,206	7.1%
Other Assets (Deferred Charges)	2,596,177	3.2%
<b>Total Assets</b>	<b>80,922,888</b>	

**Liabilities & Equity August, 2022**



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

Current Liabilities	2,340,421	2.9%
Noncurrent Liabilities	19,033,747	23.5%
Equity - Net Assets	59,548,720	73.6%
<b>Total Liab &amp; Equity</b>	<b>80,922,888</b>	



Okeechobee Utility Authority  
Detail of Aug. 31, 2022 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		\$ 27,366	\$ 6,073	\$ 21,293
Private Fire Protection		\$ 79,558	74,423	5,135
Turn on/off Fees		\$ 55,202	58,255	(3,053)
Other Revenue-Water	A	\$ 14,088	15,313	(1,225)
Install Fees-Sewer		\$ 5,915	5,830	85
Kings Bay Sewer Maint. Fees		\$ 17,937	9,937	8,000
Other Revenue-Sewer	B	\$ 1,845	2,243	(398)
Penalties & Late Charges		\$ 112,363	118,124	(5,762)
Gain/Loss Sale of Assets	C	\$ 7,452	0	7,452
Ag Land Lease		\$ 3,515	0	3,515
Merchant & Misc. Revenue	D	\$ 111,742	38,797	72,945
Totals		\$ 436,982	\$ 328,995	\$ 107,987

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

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 8

SEPTEMBER 15, 2022

**CONSENT AGENDA**

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

Please find attached invoice in the amount of \$2,684.58 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

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

**Staff recommends approval of this invoice in the amount of \$2,684.58 to Eckler Engineering, Inc.**

**Invoice**

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

September 1, 2022  
No: 235-006.03  
Invoice No: 22251

Project: Pine Ridge Park Utility System Improvements - SDC

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

**Professional Services from July 26, 2022 to August 25, 2022****Professional Personnel**

		Hours	Rate	Amount
Administration				
Hammann, Jenifer	7/27/2022	1.50	77.00	115.50
Specification Books				
Hammann, Jenifer	7/28/2022	2.00	77.00	154.00
Specification Books				
Engineer 5				
Dickinson, Chase	7/26/2022	1.50	144.00	216.00
Review and markup shop drawings				
Dickinson, Chase	8/1/2022	1.00	144.00	144.00
Correspondence with Flovac, review shop drawings				
Dickinson, Chase	8/4/2022	1.50	144.00	216.00
Review OUA shop drawing comments, prepare and return submittals to HG				
Dickinson, Chase	8/5/2022	.50	144.00	72.00
Prepare montly progress report				
Dickinson, Chase	8/8/2022	.25	144.00	36.00
Correspondence with Contractor on CO #1				
Dickinson, Chase	8/10/2022	.75	144.00	108.00
Begin reviewing generator submittal				
Dickinson, Chase	8/11/2022	1.50	144.00	216.00
Review RFT #1, internal review, prepare response				
Dickinson, Chase	8/12/2022	.50	144.00	72.00
Correspondence with OUA regarding HG Time Request #1				
Dickinson, Chase	8/16/2022	2.00	144.00	288.00
Discussion with OUA and interally regarding time requets, review drawing revisions with OUA				

Project	235-006.03	Pine Ridge Park Utility System -SDC			Invoice	22251
	Dickinson, Chase	8/17/2022	.75	144.00	108.00	
	Prepare response to request for time, discussion with OUA and internally					
	Dickinson, Chase	8/23/2022	2.00	144.00	288.00	
	Prepare RFP #1 for OUA review, prepare clarification drawings, discussion with HG on project status and schedule, review gen submittal					
Engineer 8						
	Hammann, Douglas	8/18/2022	1.00	201.00	201.00	
	Review time extension letter to hinterland Draft					
	Ray, Matheus	8/23/2022	2.50	103.00	257.50	
	Address minor revisions per Chase's request.					
	Totals		19.25		2,492.00	
	<b>Total Labor</b>					<b>2,492.00</b>
<b>Reimbursable Expenses</b>						
	Postage				192.58	
	<b>Total Reimbursables</b>				<b>192.58</b>	<b>192.58</b>
<b>Billing Limits</b>						
		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
	Total Billings	2,684.58	7,725.67	10,410.25		
	Limit			103,900.00		
	Remaining			93,489.75		
			<b>Total this Invoice</b>			<b>\$2,684.58</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 9

SEPTEMBER 15, 2022

**CONSENT AGENDA**

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

Please find attached invoice in the amount of \$300.00 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

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

**Staff recommends approval of this invoice in the amount of \$300.00 to Eckler Engineering, Inc.**

**Invoice**

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

September 1, 2022  
No: 235-008.00  
Invoice No: 22252

Project: SWTP pH Evaluation

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

**Professional Services from July 26, 2022 to August 25, 2022****Professional Personnel**

		Hours	Rate	Amount	
Engineer 6					
Facey, Bryant	8/1/2022	.50	150.00	75.00	
project status					
Facey, Bryant	8/8/2022	1.00	150.00	150.00	
project correspondence, status					
Facey, Bryant	8/15/2022	.50	150.00	75.00	
project status					
Totals		2.00		300.00	
<b>Total Labor</b>					<b>300.00</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings	300.00	1,593.00	1,893.00		
Limit			17,500.00		
Remaining			15,607.00		
		<b>Total this Invoice</b>			<b>\$300.00</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 10

SEPTEMBER 15, 2022

**CONSENT AGENDA**

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

Please find attached the invoice in the amount of \$9,925.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

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

**Staff recommends approval of this invoice in the amount of \$9,925.00 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

September 7, 2022

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

Invoice No. 1505  
SW 5<sup>th</sup> Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)  
**OUA Purchase Order No. 11129**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	70%	\$138,950.00	\$129,025.00	<b>\$9,925.00</b>
				<b>TOTAL:</b>	<b>\$9,925.00</b>

Total Purchase Order Amount: \$198,500.00  
Total Billed to Date: \$138,950.00  
**Total Billed this Invoice: \$ 9,925.00**

For services rendered July 31 – September 3, 2022.



# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 11

SEPTEMBER 15, 2022

### CONSENT AGENDA

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

Please find attached the invoice in the amount of \$7,843.75 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

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

**Staff recommends approval of this invoice in the amount of 7,843.75 to Sumner Engineering & Consulting, Inc.**

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

**Project 1 (Parts B & C)**

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



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

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

## Invoice

BILL TO

September 8, 2022

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

Invoice No. 1506

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

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

**OUA Purchase Order No. 10264**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
<b>B1 – Design and Permitting</b>	<b>\$505,036</b>	97%	\$489,884.92	\$489,884.92	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$485,036</i>				
• <i>Change Order</i>	<i>\$20,000</i>				
<b>B2 – Bidding Services</b>	<b>\$43,380</b>	76%	\$32,968.80	\$32,968.80	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$27,160</i>				
• <i>Change Order</i>	<i>\$16,220</i>				
<b>C – Construction Services</b>	<b>\$211,940</b>	T&M	\$85,463.35	\$77,619.60	<b>\$7,843.75</b>
				<b>TOTAL:</b>	<b>\$7,843.75</b>

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$608,317.07

**Total Billed this Invoice: \$ 7,843.75**

For services rendered through July 31 – September 3, 2022.

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 12

SEPTEMBER 15, 2022

### CONSENT AGENDA

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

Please find attached the invoice in the amount of \$14,286.96 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

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

**Staff recommends approval of this invoice in the amount of 14,286.96 to Sumner Engineering & Consulting, Inc.**

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

#### Project 2 Collection System

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



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

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

## Invoice

BILL TO

September 8, 2022

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

Invoice No. 1504

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

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

**OUA Purchase Order No. 10829**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Preliminary Design and Permitting	\$219,822	100%	\$219,822.00	\$219,822.00	<b>\$0.00</b>
E2 – Final Design and Permitting	\$476,232	89%	\$423,846.48	\$409,559.52	<b>\$14,286.96</b>
E3 – Bidding and Negotiation Phase	\$34,778	0%	\$0.00	\$0.00	<b>\$0.00</b>
E4 – Construction Phase Services (excl. RPR)	\$147,500	0%	\$0.00	\$0.00	<b>\$0.00</b>
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	<b>\$0.00</b>
E6 – Resident Project Representative (T&M)	\$242,667	0%	\$0.00	\$0.00	<b>\$0.00</b>
				<b>TOTAL:</b>	<b>\$14,286.96</b>

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

Total Billed to Date: \$ 643,668.48

**Total Billed this Invoice: \$ 14,286.96**

For services rendered July 31 – September 3, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 13

SEPTEMBER 15, 2022

**CONSENT AGENDA**

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – TORTOISE SURVEY  
AND SUMMARY MEMO**

Please find attached the invoice in the amount of \$2,700.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$4,500.00
Sep-22	1		\$2,700.00		\$1,800.00
					\$1,800.00

**Staff recommends approval of this invoice in the amount of \$2,700.00 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

September 8, 2022

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

Invoice No. 1507

Project 1 Master Force Main – Tortoise Survey and Summary Memo (SEC Proj. No. 19-04)

**OUA Purchase Order No. 11255**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
MFM Tortoise Survey and Summary Memo	\$4,500.00	60%	\$2,700.00	\$0.00	<b>\$2,700.00</b>
				<b>TOTAL:</b>	<b>\$2,700.00</b>

Total Purchase Order Amount: \$4,500.00

Total Billed to Date: \$2,700.00

**Total Billed this Invoice: \$2,700.00**

For services rendered July 31 – September 3, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 14

SEPTEMBER 15, 2022

**CONSENT AGENDA**

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – OUA  
CONSUMPTIVE USE PERMIT CONSULTING**

Please find attached the invoice in the amount of \$2,380.00 submitted by Sumner Engineering & Consulting, Inc. for services related to the OUA Consumptive Use Permit.

**Staff recommends approval of the invoices from by Sumner Engineering & Consulting, Inc. in the amount of \$2,380.00.**

Sumner Engineering & Consulting, Inc.  
 410 NW 2nd Street  
 Okeechobee, FL 34972 US  
 863.634.9474  
 jeff@sumnerengineering.com



# INVOICE

## BILL TO

Okeechobee Utility Authority  
 Attn: John Hayford, Executive Director  
 100 SW 5th Avenue  
 Okeechobee, FL 34974

**INVOICE #** 1508  
**DATE** 09/08/2022  
**DUE DATE** 09/08/2022  
**TERMS** Due on receipt

Invoice No. 1508  
 OUA Consumptive Use Permit Consulting (SEC Proj. No. 21-14)  
**OUA Purchase Order No. 10946**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
CUP Consulting	\$10,500.00	T&M	\$2,380.00	\$0.00	<b>\$2,380.00</b>
				<b>TOTAL:</b>	<b>\$2,380.00</b>

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/29/2021	<b>Hours - Sumner, Jeffrey M</b> Old permit review and prep meeting; phone conf with JH and District staff	2:00	170.00	340.00
01/18/2022	<b>Hours - Sumner, Jeffrey M</b> Permit file review, District call	1:00	170.00	170.00
03/28/2022	<b>Hours - Sumner, Jeffrey M</b> Review LOSOM working draft Water Control Plan	0:30	170.00	85.00
03/31/2022	<b>Hours - Sumner, Jeffrey M</b> Call w/ CUP staff	1:00	170.00	170.00
07/06/2022	<b>Hours - Sumner, Jeffrey M</b> Phone w/ Doug H re: Glades project CUP	0:30	170.00	85.00
07/07/2022	<b>Hours - Sumner, Jeffrey M</b> Catch up with John, email District permit reviewer	1:00	170.00	170.00
07/08/2022	<b>Hours - Sumner, Jeffrey M</b> Client discussion, District coordination	0:30	170.00	85.00
07/18/2022	<b>Hours - Sumner, Jeffrey M</b> Meeting prep	0:30	170.00	85.00
07/19/2022	<b>Hours - Sumner, Jeffrey M</b>	1:30	170.00	255.00
08/12/2022	<b>Hours - Sumner, Jeffrey M</b> Meeting w/ J Spratt	1:30	170.00	255.00
08/18/2022	<b>Hours - Sumner, Jeffrey M</b>	1:00	170.00	170.00
08/22/2022	<b>Hours - Sumner, Jeffrey M</b> LOSA research	1:00	170.00	170.00
08/23/2022	<b>Hours - Sumner, Jeffrey M</b> Client meeting	1:00	170.00	170.00
08/29/2022	<b>Hours - Sumner, Jeffrey M</b> Phone w/ Tom MacVicar, client mtg	1:00	170.00	170.00



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For services rendered through September 3, 2022.

BALANCE DUE

**\$2,380.00**

**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 15**

**SEPTEMBER 15, 2022**

**CONSENT AGENDA**

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

Please find attached invoice in the amount of \$69,986.50 submitted by Go Underground Utilities, LLC. Staff is aware of the work currently being done by Go Underground Utilities, LLC. and is in agreement with this request.

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

**Staff recommends approval of this invoice in the amount of \$69,986.50 to Go Underground Utilities, LLC.**



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

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

September 7, 2022

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

**RE: SWSA Master Force Main Project**  
**Go Underground Utilities, LLC – Pay Application No. 4**

Mr. Hayford:

Please find attached Pay Application No. 4 for the above-referenced project, recommended for payment in the amount of \$69,986.50, which covers work confirmed to have been completed for the period from August 1 - 25, 2022, less the required 5% retainage and previous payments.

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

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

Jeffrey M. Sumner, PE  
President

**Contractor's Application for Payment No. 4**

Application Period: 08/01/2022 - 08/25/2022		Application Date: 8/25/2022
To (Owner): Okeechobee Utility Authority	From (Contractor): GO Underground Utilities, LLC	Via (Engineer): Sumner Engineering
Project: SWSA Master Force Main	Contract: SWSA Master Force Main	
Owner's Contract No.: 19-04	Contractor's Project No.:	Engineer's Project No.: 19-04

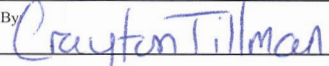
**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ \$1,241,740.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ \$1,241,740.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$827,870.00
			5. RETAINAGE:	
			a. X 5% Work Completed.....	\$ \$41,393.50
			b. X 5% Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$41,393.50
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$786,476.50
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$716,490.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$69,986.50
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$455,263.50
TOTALS				
NET CHANGE BY CHANGE ORDERS				

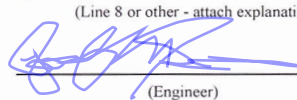
**Contractor's Certification**

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

  
 Contractor Signature

By:  Date: 8/25/2022

Payment of: \$ **69,986.50**  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  **09/07/22**  
 (Engineer) (Date)

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

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

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

### Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

### Progress Estimate - Unit Price Work

## Contractor's Application

[illegible]

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 16

SEPTEMBER 15, 2022

**CONSENT AGENDA**

**INVOICE FROM THORN RUN PARTNERS**

Please see attached the Thorn Run Partners monthly invoice.

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

# THORN RUN PARTNERS



## INVOICE

Date 9/1/2022  
Invoice No. 1299

### Bill To

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

PO NUMBER	10938
SUPPLIER ID	

Terms	FOR THE MONTH OF
Net 30	September 2022

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

### Remittance Information

For billing inquiries please email [trpadmin@thornrun.com](mailto:trpadmin@thornrun.com)

### Remittance Information

Please make all checks payable to:  
Thorn Run Partners, LLC:  
100 M Street SE, Suite 750  
Washington, DC 20003

Please reference the invoice number when making payment

### Payment Options

We accept wire and ACH for more information please email:  
[trpadmin@thornrun.com](mailto:trpadmin@thornrun.com) or [clamond@thornrun.com](mailto:clamond@thornrun.com) or call  
202-688-0222

### TAX ID

FEIN: 27-1541515



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 17

SEPTEMBER 15, 2022

**CONSENT AGENDA**

**INVOICE FROM MACVICAR CONSULTING, INC.**

Please see attached the Macvicar Consulting Inc. invoice.

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



**MACVICAR CONSULTING, INC.**  
4524 Gun Club Road Suite 201

# Invoice

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

DATE	INVOICE #
9/6/2022	202209016

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

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

# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 18

SEPTEMBER 15, 2022

## **ORANGE LOOP GRAVITY SEWER PROJECT**

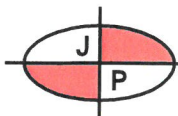
On August 31, 2022, sealed bids for the above referenced project were received by the Okeechobee Utility Authority and bids were opened and read aloud. A bid tabulation is shown in the attached a recommendation of award. Four bids were received with an apparent low bid of \$ 215,684.00 being submitted by Go Underground Utilities, LLC. The engineer's estimate was \$ 253,672.00.

The engineer has reviewed the bid package for conformance with the bid documents, checked references and is recommending to the OUA Board to approve executing the attached Notice of Award to Go Underground Utilities, LLC, in the amount of \$253,672.00.

**Staff is requesting of the OUA Board to approve, authorize the execution and issuance of the Notice of Award to Go Underground Utilities, LLC.**

Upon issuance of the Notice of Award, Go Underground is to return several items as listed in the project documents (Public Construction Bond, Payment Bond, Insurance and executed Agreement). After review by the engineer and OUA staff, if the documents are found acceptable, OUA staff is requesting approval to execute and issue the Notice to Proceed.

**Staff is requesting of the OUA Board to approve, authorize the execution and issuance of the Notice to Proceed to Go Underground Utilities, LLC.**



## JOHNSON - PREWITT & ASSOCIATES, INC.

850 West Ventura Avenue • Post Office Box 1029 • Clewiston, FL 33440  
863-983-9188 • [www.johnsonprewitt.com](http://www.johnsonprewitt.com)

### Memo

To: John Hayford, Executive Director  
Okeechobee Utility Authority

From: Scott Jones   
Johnson-Prewitt & Assoc., Inc.

Date: September 8, 2022

RE: Orange Loop Wastewater Collection Project

Listed below are the 4 bids received to for the Orange Loop Wastewater Collection Project. The bid is for the installation of 560-feet of 8-inch sanitary sewer pipe, 5 manholes, and other associated work.

Bidder	Bid
B&B Site Development, Inc.	\$234,111.00
Close Construction, LLC	\$288,550.00
GO Underground Utilities, LLC	\$215,684.00
PRP Construction	\$252,825.00

GO Underground Utilities is the low bidder. The company is experienced and fully capable of doing the work.

I recommend the OUA Board select the lowest bidder and award the bid in the amount of \$215,684.00 to GO Underground Utilities, LLC.

Crayton Tillman  
Go Underground Utilities, LLC  
111 US 27 North  
Lake Placid, FL 33852

**RE: Notice of Award**  
**Orange Loop Wastewater Collection Project**

Dear Mr. Tillman:

Bids for the Orange Loop Wastewater Collection Project were opened August 31, 2022. You are hereby notified that you are the apparent successful Bidder on the Project. Upon compliance with the conditions to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you.

Please sign and seal the Agreement, complete bond forms, and have your insurance company complete Certificates of Insurance for OUA. We will return a fully executed copy of the Contract Documents to you along with a Notice to Proceed.

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

BY:

Signature:

\_\_\_\_\_

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

Title: \_\_\_\_\_

## **AGREEMENT**

**THIS AGREEMENT** is by and between the Okeechobee Utility Authority (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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

Orange Loop Wastewater Collection Project

### **ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

All Phases

### **ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by JOHNSON-PREWITT & ASSOC., INC. who is hereinafter called ENGINEER and who is 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 Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNERS \$500.00 for each calendar day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250.00 for each calendar day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. This Section Not Used.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph:

**See Attachment A**

**TOTAL \$ \_\_\_\_\_**

### ARTICLE 6 - PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 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 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of 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 in the General Requirements:

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 ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage) as determined by the ENGINEER, and if the charter and progress of the Work have been satisfactory to OWNER and ENGINEER.

b. 95% of cost of the Products not incorporated in the Work (with the balance

being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 97.5% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### *6.03 Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

### **ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.00% per annum.

### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site 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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any 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 Documents.



G. 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.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. 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.

J. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents**

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. General Conditions;
5. Supplementary Conditions;
6. Specifications as listed in the Project Manual;
7. Drawings bearing the following general title: Proposed Wastewater Collection for Orange Loop
8. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR's Bid;
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
  - d. \_\_\_\_\_;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s).

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 paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

*10.02 Assignment of Contract*

A. 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, moneys that may become due and moneys that are 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 partners, successors, assigns, and legal representatives to the other party hereto, its partners, 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 Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to ENGINEER, OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
[CORPORATE SEAL]

By: \_\_\_\_\_  
[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

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Address for giving notices:

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License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process:

---

Designated Representative:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

---

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Designated Representative:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

---

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**ATTACHMENT A**

**BID TOTALS**

---

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
<b><u>Base Bid</u></b>				
Mobilization	1	ls	<input type="text"/>	<input type="text"/>
Sediment Barrier	1,300	lf	<input type="text"/>	<input type="text"/>
Manhole	5	ea	<input type="text"/>	<input type="text"/>
8" Gravity Sewer	560	lf	<input type="text"/>	<input type="text"/>
Single Sewer Service	4	ea	<input type="text"/>	<input type="text"/>
Double Sewer Service	6	ea	<input type="text"/>	<input type="text"/>
Sewer Service Road Crossing Repair	6	ea	<input type="text"/>	<input type="text"/>
Connect to Existing Gravity Sewer Main	1	ls	<input type="text"/>	<input type="text"/>
Sewer Road Crossing Repair	1	ea	<input type="text"/>	<input type="text"/>
Sod	550	sy	<input type="text"/>	<input type="text"/>
			<b><u>Base Bid Total</u></b>	<input type="text"/>

END OF DOCUMENT

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the

CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.



# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 19

SEPTEMBER 15, 2022

## **NW 5TH STREET GRAVITY SEWER PROJECT**

At On August 31, 2022, sealed bids for the above referenced project were received by the Okeechobee Utility Authority and bids were opened and read aloud. A bid tabulation is shown below. Four bids were received with an apparent low bid of \$ 91,954.00 being submitted by B & B Site Development. The engineer's estimate was \$ 120,000.00.

Close Construction	\$180,960.00
PRP	\$104,952.50
B&B Site Development	\$91,954.00
Cacique Utilities	\$120,075.42

The engineer has reviewed the bid package for conformance with the bid documents, checked references and is recommending to the OUA Board to approve executing the attached Notice of Award to B & B Site Development, in the amount of \$ 91,954.00.

**Staff is requesting of the OUA Board to approve, authorize the execution and issuance of the Notice of Award to B & B Site Development.**

Upon issuance of the Notice of Award, B & B Site Development is to return several items as listed in the project documents. After review by the engineer and OUA staff, if the documents are found acceptable, OUA staff is requesting approval to execute and issue the Notice to Proceed.

**Staff is requesting of the OUA Board to approve, authorize the execution and to issue the Notice to Proceed to B & B Site Development.**



September 1, 2022

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

**Job No.:** 2021-U02  
**Subject:** NW 5<sup>th</sup> Street Sewer Expansion Recommendation Letter

Dear John,

After our bid opening August 31, 2022, at 3:00 PM as advertised, there was four bid received from Close Construction, PRP, Cacique Utilities, and B & B Site Development, Inc. for this project. The bids were delivered on time and included all the required documentation, Bid Form, Non-Collusive Affidavit, Foreign Corporate Information Form, Contractor Affidavit, Certified Resolution, and Bidder's Qualifications Questionnaire. Also included in their package is their Certificate of Liability Insurance naming Okeechobee Utility Authority as additional insured, except as noted on the bid checkoff list attached. The references were checked, the availability to complete project was shown and they are capable of completing the project. The financials were reviewed and found to be stable.

The Engineer's Estimate was \$120,000 and the lowest responsive bidder was B & B Site Development, Inc at \$91,954.00, well within the anticipated budget for this project. It is recommended that the Okeechobee Utility Authority award the project to B & B Site Development for \$91,954.00.

Please call with any questions.

Sincerely,

Steven L. Dobbs, P. E.  
President

---

**NOTICE OF AWARD**DATE OF AWARD: September 8, 2022TO: B & B Site DevelopmentADDRESS: 1505 S Parrott Avenue

You are notified that your Bid dated August 30, 2022 for the below Contract has been awarded.  
You are the successful bidder and have been awarded the Contract for:

PROJECT NAME: **NW 5<sup>th</sup> Street Sewer Expansion**CONTRACT PRICE: \$91,954.00Ninety one thousand nine hundred fifty four

Dollars

and 00 cents

We have received your completed agreement to be dated once approved by OUA's Board and your insurance certificate naming Okeechobee Utility Authority and the Engineer as additional insured.

Please note within the terms of the contract and with a date of execution September 15, 2022 the contract time will begin September 26, 2022, the substantial completion date will be November 25, 2022 and final completion will be December 10, 2022.

Within ten (10) days of compliance with these conditions and after final execution by the OUA, the ENGINEER will return to you one fully signed counterpart of the Contract Documents attached.

Steven L. Dobbs Engineering, LLC.

By: \_\_\_\_\_  
Steven L. Dobbs, P.E.  
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Title: \_\_\_\_\_

Copy to: Mr. John Hayford, P.E.

---

**NOTICE TO PROCEED**DATE OF AWARD: September 15, 2022TO: B & B Site DevelopmentADDRESS: 1505 S Parrott Avenue

You are notified that your Bid dated August 30, 2022 for the below Contract has been awarded.  
You are the successful bidder and have been awarded the Contract for:

PROJECT NAME: **NW 5<sup>th</sup> Street Sewer Expansion**CONTRACT PRICE: \$91,954.00Ninety one thousand nine hundred fifty four

Dollars

and 00 cents

We have received your completed agreement to be dated once approved by OUA's Board and your insurance certificate naming Okeechobee Utility Authority and the Engineer as additional insured.

Please note within the terms of the contract and with a date of execution September 15, 2022 the contract time will begin September 26, 2022, the substantial completion date will be November 25, 2022 and final completion will be December 10, 2022.

Within ten (10) days of compliance with these conditions and after final execution by the OUA, the ENGINEER will return to you one fully signed counterpart of the Contract Documents attached.

Okeechobee Utility Authority

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

John R. Creasman  
Chairman

Copy: Engineer

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 20**

**SEPTEMBER 15, 2022**

### **SWSA MASTER FORCE MAIN GOPHER TORTOISE**

On As with the Master Pump Station project, gopher tortoises have been found in the project work area for the Master Force Main project. However, with this project, the tortoise burrows were not noticed until the contractor had begun construction activity. Presently, all construction activity has been stopped in the vicinity of the located burrows.



The OUA has engaged a biologist to help with the FWC permitting issues. The biologist has walked the site and tentatively identified 41 burrows. Some of them may be labelled as

“abandoned”, however, many of them appear to be actively in use. Additional field work is needed to determine the direction of the burrow, an attempt to determine burrow activity all with respect to construction alignment.

At the conclusion of the 28-day period of no activity, OUA will submit a permit for activity and await GFC allowances for the work. At a minimum, all burrows within the immediate construction zone that will be impacted by the work will need to be temporarily relocated. Those near the construction zone will need to be protected from construction activity.

At this time, the financial impact cannot be determined until the GFC permits conditions are determined.

The contractor is within the contracted time so there has be no impact to the construction schedule.

At the October OUA Board meeting there will be much more to discuss.

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 21**

**SEPTEMBER 15, 2022**

### **TREASURE ISLAND ENGINEERING RFP**

The Okeechobee Utility Authority advertised a request for proposals for engineering services on August 10, 2022, in the local newspaper. Additional direct notices were sent several engineering firms. The notice was also placed on Demand Star, an internet placement board for RFP's and construction projects.

The advertisement stated that the RFP's were due to the OUA 3PM on September 6, 2022. The OUA received two proposals. On September 8, 2022, the OUA review committee (John Creasman, Jamie Mullis and John Hayford) met to discuss the proposals received and to provide a committee ranking.

The committee reviewed proposals from Kimley Horn and Eckler Engineering team (Eckler, Sumner and JEA). The committee ranking was 2 to 1 in favor of Kimley Horn. However, both proposals were very good and each team had strong points.

Both proposals will be delivered on Monday (9/12) for review.

If the OUA Board, after review and discussions, cannot determine the best qualified firm, then the committee would suggest requesting presentations to be made at the October 20<sup>th</sup> OUA Board meeting.

Based upon the review committee findings, OUA Board discussions, OUA staff is requesting direction from the OUA Board.



# **OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 22

SEPTEMBER 15, 2022

## **MULTIPLE CONSTRUCTION PROJECT UPDATES**

Several project updates have been provided by the engineer of record for each project. OUA staff have requested these to keep OUA Board informed as well as for possible review of project files by the FDEP at some future date.

There are a lot of projects in the works and OUA staff decided this is an easy way to convey this information to others.

OUA staff will be able to answer questions at the OUA Board meeting.



September 5, 2022

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

**RE: Southwest Wastewater Service Area (SWSA) Project 1  
Master Pump Station, Master Force Main and SE-2 Diversion Main  
Monthly Status Report (through August 31, 2022)**

Mr. Hayford:

This letter is intended to summarize activities completed to date through August 31, 2022 on SWSA Project 1, including the Master Pump Station, Master Force Main, and SE-2 Diversion Main. This report will summarize all activities completed to date, where future reports will focus on activities completed in the prior month.

**Master Pump Station:**

The SWSA Master Pump Station (MPS) is a proposed 12' diameter, duplex pump station designed to collect wastewater flows from the SWSA Project 2 Vacuum Collection System, diverted flows from the SE-2 pump station (see below), and the proposed Okee-Tantie Force Main (SWSA Project 3) serving the County-owned property at Okee-Tantie and the State Road 78 Corridor. The MPS will discharge to an existing OUA Pump Station (NW-15, near the County Airport), and eventually to the Cemetery Road Wastewater Treatment Facility. Activities completed to date on the MPS project include:

- OUA purchase of a 2-acre parcel from the Okeechobee County School Board for the MPS site.
- Survey, geotechnical investigations, and engineering design (including site civil, mechanical, and electrical engineering design) was completed.
- Permitting, including Florida Department of Environmental Protection (FDEP, Wastewater Collection and Transmission), Florida Fish & Wildlife Commission (FWC, gopher tortoise relocation) and Okeechobee County (Road and Bridge for driveway culvert installation and Planning and Development for Site Plan).
- Bidding, contractor selection (B&B Site Development, Inc.), and construction of site civil activities, including clearing, driveway culvert installation, perimeter fencing, and construction of a dry retention area.
  - Notice to Proceed was issued on January 24, 2022.
  - The work was deemed complete on March 25, 2022.
  - Construction Photos are included in Attachment A.
- Bidding and contractor selection for the MPS.
  - Bids were received on December 22, 2021.

- Notice to Proceed were issued to the lowest responsive bidder (Felix Associates of Florida) on February 17, 2022.
- Felix Associates (Contractor), OUA and the Sumner Engineering team have been actively engaged in the submittal review process, which is nearly complete.
- Contractor has stated that they have been delayed in mobilizing to the project site due to numerous material / supplier delays. The most recent schedule update from Contractor indicates mobilization will occur in late-September 2022. OUA has encouraged Contractor to address the critical path schedule, in an effort to meet the Contract times. A revised schedule is expected within the next week.

**Master Force Main:**

The SWSA Master Force Main (MFM) consists of approximately 24,000 feet of 12" HDPE wastewater force main and appurtenances (valves, fittings, etc.) connecting the MPS site to NW-15. The project includes a horizontal directional drill (HDD) installation under US Highway 98, and jack and bore installations under State Road 70 and a CSX Railroad line. Activities completed to date on the MFM project include:

- OUA acquisition of the following easements required to construct the project:
  - Okeechobee County School Board
  - Fulford
  - Beaty
  - Okeechobee Livestock Market
  - Hall
  - Okeechobee County
- Survey, geotechnical and engineering design was completed.
- Permitting, including FDEP Wastewater Transmission, Florida Department of Transportation (FDOT) Utility Installation, South Florida Water Management District (SFWMD) Right-of-Way, and CSX Railroad Agreement was completed.
- OUA solicited material-only bids, and pre-purchased pipe materials, fittings, and valves for the Project.
- Bidding and contractor selection for the MFM:
  - Bids were received on April 27, 2022.
  - Notice to Proceed was issued to the lowest responsive bidder (Go Underground Utilities) on May 23, 2022.
- Go Underground Utilities (Contractor) mobilized to the project site on May 23 and began receiving materials for installation from OUA on May 24.
- As of August 31, Contractor has installed / completed:
  - 18,780 feet of pipe and fittings
  - 22 valves
  - The Horizontal Directional Drill (HDD) under US 98, along with several minor HDD installations
  - 110 LF of Jack and Bore installation (under SR 70, steel casing only)
  - Pipeline clearing along SFWMD right-of-way. During this work, the contractor encountered numerous gopher tortoise burrows. OUA and the consultant team has initiated a permit process to address the presence of tortoises.
  - Construction photos are included in Attachment B.

**SE-2 Diversion Main:**

The SWSA SE-2 Diversion Main (SE-2 DM) consists of approximately 11,000 feet of 6", 8" and 10" HDPE wastewater force main, with fittings, valves and appurtenances, and a new duplex pump station. The purpose of the SE-2 DM is to divert approximately 300 gpm from the existing OUA force main on SW 3<sup>rd</sup> Avenue to the MPS, thus relieving overloading at the SE-2 Pump Station. The project will provide a secondary benefit of providing interim flows for early operation of the MPS until future flows from Projects 2 and 3 are brought on line. Activities completed to date on the SE-2 DM project include:

- OUA acquisition of a 1-acre parcel (from 15<sup>th</sup> Street Homes LLC) for placement of a new pump station (SE-2 Diversion Pump Station).
- Route surveying for the project has been completed.
- Engineering design is 90% complete. Addressing final OUA comments on the design drawings, and design of the SE-2 Diversion Pump Station, are underway.

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

Sincerely,

**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President

**ATTACHMENT A**  
**SITE CONSTRUCTION PHOTOS**  
**MASTER PUMP STATION SITE CIVIL WORK**



*1 - Driveway Culvert, MPS Site*



*2 - Site Clearing, MPS*





3 - Concrete Forms for M.E.S., MPS Site



4 - Completed M.E.S., MPS Site





5 - Shelkrock Drive, MPS Site



6 - Cleared Site / Dry Detention Area, MPS Site



**ATTACHMENT B**  
**SITE CONSTRUCTION PHOTOS**  
**MASTER FORCE MAIN CONSTRUCTION**



*7 - Pipe Trenching (Near Airport)*



*8 - Setting Valve and Fitting (Near Hall Property)*





9 - HDD (Along Livestock Market)



10 - HDD (NW 28th north of SR 70)





11 - Trench Compaction (School Board Easement)



12 - HDD (Fulford Easement)





13 - Valve Box / Pad (Typical)



14 - Jack and Bore (State Road 70)





*15 - Flagged Tortoise Burrow (SFWMD Property)*



*16 - Pipe Corridor Clearing (SFWMD Property)*



September 7, 2022

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

**RE: Southwest Wastewater Service Area (SWSA) Project 2  
Vacuum Collection System  
Monthly Status Report (through August 31, 2022)**

Mr. Hayford:

This letter is intended to summarize activities completed to date through August 31, 2022 on SWSA Project 2, which includes the SWSA Vacuum Collection System, two vacuum stations, and an effluent force main from Vacuum Station 4 to the proposed SWSA Master Pump Station (Project 1). This report will summarize all activities completed to date, where future reports will focus on activities completed in the prior month.

**Vacuum Collection System:**

The SWSA Vacuum Collection System is intended to provide OUA sewer service to residences within the project area. The approximately 550 residents in the project area are currently served by on-site septic tanks. The project includes approximately 47,000 LF of vacuum collection mains and 185 vacuum pits. The project area has been split into two collection system, each served by one of the two proposed vacuum stations (Vacuum Station No. 4 and Vacuum Station No. 5.) Both vacuum stations discharge to the SWSA Master Pump Station. Activities completed to date on the Vacuum Collection System project include:

- A Preliminary Engineering Report (PER) was completed. The PER was the basis for a successful funding application to USDA – Rural Development. The funding application process also included completion of species and archaeological surveys of the project area.
- OUA acquired property (Mohawk parcel) for construction of the proposed Vacuum Station No. 4. (Vacuum Station No. 5 will be constructed on property purchased by OUA for the Master Pump Station.)
- Survey, geotechnical investigations, and engineering design (including site civil, mechanical, and electrical engineering design) is completed, and bid documents are under final review and refinement. The construction plans for bidding was split into three volumes:
  - Volume A – Vacuum Collection System
  - Volume B – Vacuum Station No. 4
  - Volume C – Vacuum Station No. 5

- The project documents (Plans, Specifications and Bidding Documents) are currently under review by USDA. The design team has received, and responded to, the initial USDA comments.
- The proposed effluent force main from Vacuum Station No. 4 to the Master Pump Station was separated from the remainder of the project and will be bid separately. Force main sizing is currently being finalized based on preliminary design / modeling of the proposed Okee-Tantie Force Main (SWSA Project 3).
- Permit applications, including Florida Department of Environmental Protection (FDEP, Wastewater Collection and Transmission), and Okeechobee County (Road and Bridge for utility installation). Have been submitted.
- Bid documents (“front-end” documents) have been completed and are ready to advertise, pending final approval from USDA.
- A portion of the vacuum collection project (Oak Lake Estates) was advanced to be designed and constructed in conjunction with a County drainage project (see below).

#### **Oak Lake Estates:**

Working with Okeechobee County, OUA advanced a portion of the SWSA Project 2 design in order to bid and construct the vacuum collection mains and vacuum pits within the Oak Lake Estates subdivision so that construction could occur concurrent with County-initiated drainage improvements. The sewer project included approximately 3,200 LF of vacuum mains and 23 vacuum pits. OUA assumed a lead role in bidding, construction phase services and contract administration for the combined project, which was completed in November 2021. Activities completed to date on the Oak Lake Estates project include:

- Route and topographic surveying of the project area, including finish floor elevations and existing septic location / elevation for the 42 residents, was completed.
- Design engineering, including plans and technical specifications, for the vacuum system were completed.
- Permitting, including a “dry line” permit from FDEP and a permit from Okeechobee County for utility installation within the right-of-way, was completed.
- Bidding and contractor selection:
  - Bids were received January 20, 2021.
  - A Notice of Award was issued to the lowest responsive bidder (PRP Construction) on February 8, 2021. A Notice to proceed was issued on March 20, 2021.
- Construction of the project was deemed substantially complete on October 20, with final acceptance on November 8, 2021. Selected construction photos are included in Attachment A.

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

Sincerely,

**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President



**ATTACHMENT A**  
**SITE CONSTRUCTION PHOTOS**  
**OAK LAKE ESTATES**



*1 – Pipe Trench and Locator Tape*



*2 – Trenching, Backfill Compaction*





3 – Dewatering and Vac Pit Installation



4 – Vacuum Testing Equipment





September 8, 2022

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

**RE: Southwest Wastewater Service Area (SWSA) Project 3  
Okee-Tantie Wastewater System Improvements  
Monthly Status Report (through August 31, 2022)**

Mr. Hayford:

This letter is intended to summarize activities completed to date through August 31, 2022 on SWSA Project 3 – Okee-Tantie Wastewater System Improvements. The proposed project includes a force main serving the Okee-Tantie property and the State Road 78 corridor (from the Kissimmee River to SW 16<sup>th</sup> Blvd), with potential expansion into OUA's service area within Glades County. The force main will continue up SW 16<sup>th</sup> Boulevard and west on Durrance Road, tying into the proposed Project 2 (effluent main from Vacuum Station 4 to the Project 1 Master Pump Station). This report will summarize all activities completed to date, where future reports will focus on activities completed in the prior month.

Activities completed to date on this project include:

- Surveying of the proposed route has been completed, including:
  - Verifying existing rights-of-way
  - Full surface topography
  - Location of visible above-ground improvements
  - Location of existing OUA facilities (water mains), as marked in the field by OUA staff
  - Additional subsurface surveying (i.e., "potholing" will be performed after preliminary force main design is complete.)
- A preliminary model of the proposed force main is nearing completion. The model analyzes estimated inflows from the proposed Big Cedar Lodge (Bass Pro) project, known flow data from existing accounts along the SR 78 corridor (based on metered water data provided by OUA), known flow data from Buckhead Ridge (based on metered water data provided by OUA), and estimated flows from additional proposed development in Glades County. The model is intended to assess the viability of serving the Glades County service area, provide proposed force main size based on anticipated flows, and determine the potential need for an additional lift station along the force main route.

- Based on the survey data collected as described above, a preliminary route design for the force main is underway.
- We have requested a pre-application meeting with Army Corps of Engineers (ACOE) permit staff regarding a needed Section 408 permit for the proposed force main as it crosses the Herbert Hoover Dike on SR 78. Unfortunately, we were informed that ACOE funding for the 408 program was depleted in July, and a meeting is not possible until their next Fiscal Year funding cycle (starting October 1, 2022).

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

Sincerely,

**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President

## Monthly Project Status Update – August 2022

Project Name: Pine Ridge Park Utility Improvements

Project No.: 235-006.03

Client: Okeechobee Utility Authority

Client's Project Manager: John Hayford, P.E.

Engineer's Project Manager: Chase Dickinson, P.E.

Contractor: Hinterland Group, Inc.

Contractor's Project Manager: Chase Rogers

### **Work completed this month:**

- Contractor shop drawing review.
- Contractor has not mobilized yet.
- No construction related activity.
- No photographs.

### **Project Schedule Status:**

Notice to Proceed (NTP)	June 21, 2022
Contract Date of Substantial Completion (425 days)	August 19, 2023
Contract Date of Final Completion (455 days)	September 18, 2023
Days Since NTP	77
Days Remaining until Substantial Completion	347
Percent of Days Remaining	82%

### **Project Financial Status:**

#### Contractor's Payment Applications

Pay App. No.	Payment Amount	Contract Amount	Remaining	Percent Complete
N/A	N/A	\$4,430,874.95 <sup>1</sup>	\$4,430,874.95	0%

Y:\Documents\Okeechobee\235-006.03 Pine Ridge Park Utility Improvements - SDC\Monthly Reports\2022\08 - August\Pine Ridge Park Monthly Report - July 2022.docx

<sup>1</sup> Per Change Order No. 1

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 23

SEPTEMBER 15, 2022

**PUBLIC COMMENTS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 24

SEPTEMBER 15, 2022

**ITEMS FROM THE ATTORNEY**

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 25**

**SEPTEMBER 15, 2022**

### **ITEMS FROM THE EXECUTIVE DIRECTOR**

#### **Southwest Wastewater Service Area**

- Project 1 Design of the pump station & force main
    - Master Pump Station (MPS)
      - MPS Construction – construction slated to begin Sep 26, 2022

Notice to Proceed:	February 20, 2022
Substantial:	February 19, 2023 (365 calendar days)
Final:	April 20, 2023 (425 calendar days)

  - Master Force Main (MFM)
    - MFM Construction – Under construction

Notice to Proceed:	May 23, 2022
Substantial:	December 19, 2022 (210 calendar days)
Final:	January 18, 2023 (240 calendar days)
  - Force Main SE2 Interconnect
    - Anticipated bid advertisement Fall 2022
- Project 2 Collection System
  - Anticipated bid advertisement late Fall 2022
- Project 3 Okee-Tantie
  - Anticipated bid advertisement Spring 2023

#### **Pine Ridge Park Utility Improvements**

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

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

- Design at 60%

#### **Orange Loop BHR Gravity Collection System Improvements**

- Project work up for OUA Board action today

### **US441SE Water Main Extension**

- Early design at this time

### **Treasure Island Septic to Sewer Project**

- Up for consideration today

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 26

SEPTEMBER 15, 2022

**ITEMS FROM THE BOARD**