

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
JULY 21, 2026
8:00 A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Agenda Additions or Deletions
3. Public Hearing – Resolution 26-03 – Operations of the Okeechobee Utility Authority
4. Consent Agenda
 5. Invoice from Kimley-Horn and Associates Inc. – Treasure Island Septic to Sewer
 6. Invoice from Marmer Construction, Inc – SW 5th Avenue Vacuum Sewer Project Phase I
 7. Invoices from CHA Consulting Inc – Pine Ridge Park Expansion Project
 8. Invoice from PRP Construction, LLC – Mallard Landing Gravity Sewer Expansion
 9. Invoice from Holtz Consulting Engineers, Inc. – Mallard Landing Gravity Sewer Expansion
 10. Invoice from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III
 11. Invoice from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III Booster Pump Station
 12. Invoice from Sumner Engineering & Consulting, Inc. – NW15 Pump Station Rehabilitation
 13. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Ave Vacuum Sewer Phase 1
 14. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Facilities Plan and SRF Application
 15. Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections Phase III Lots (Groups D, E and F)
 16. Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections Phase III Lots (Groups J through AA)
 17. Invoice from Nowlen, Holt & Miner, P.A.
 18. Invoice from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
 19. Invoice from Conely and Conely, P.A. – Legal Services
 20. Invoice from Thorn Run Partners
 21. Invoice from MacVicar Consulting, Inc.
 22. Surplus Items
 23. Operations Director Monthly Report
24. Meeting Minutes from June 16, 2026
25. Public Comments
26. Customer – D. Desai
27. Finance Report

28. FY27 Preliminary Budget Review
29. WWTF Sand and Grit Removal Grant, SG087 and Contract
30. SWSA Project 2 – Septic to Sewer Connections, VPS #5 Groups Y, Q, R and S
31. Emergency Main Office AC Repair
32. SWSA Project 2 Air Terminals
33. Lift Station & Manhole Rehabilitation
34. SW 5th Avenue Septic to Sewer
35. 2027 RIF Commerce Department Grant Application
36. Okeechobee County Fire Station Real Property Donation Agreement
37. Health Care Costs
38. Executive Director Employment Contract
39. Attorney
40. Executive Director
41. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

JULY 21, 2026

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

	<u>Absent</u>	<u>Present</u>
<u>County Representatives</u>		
Steve Hargraves – Board Member	_____	_____
Tabitha Trent – Board Member	_____	_____
Glenn Sneider - Alternate	_____	_____
<u>City Representatives</u>		
John Gilliland – Board Member	_____	_____
Steven Nelson – Board Member	_____	_____
Jamie Gamiotea - Alternate	_____	_____
<u>Glades County Representatives</u>		
Harry Moldenhauer – Board Member	_____	_____
Melanie Anderson – Alternate	_____	_____

FUTURE MEETING OF OUA BOARD
August 18, 2026 – 8:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF
September 7, 2026 – Labor Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

JULY 21, 2026

AGENDA ADDITION OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

JULY 21, 2026

PUBLIC HEARING

RESOLUTION 26-03

OPERATIONS OF THE OKEECHOBEE UTILITY AUTHORITY

Please find Resolution 26-03 attached. All purposed changes have been marked accordingly.

- Open Public Hearing: concerning the operations of the Okeechobee Utility Authority
- Presentation by OUA Staff and the reading by title of Resolution 26-03
- Comments from the Public
- Comments from the OUA Board
- Close the Public Hearing
- Motion to approve Resolution 26-03

**RESOLUTION NO. ~~24-02~~ 26-03
OKEECHOBEE UTILITY AUTHORITY
GENERAL POLICY and PROCEDURES**

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY AMENDING OUA RESOLUTION ~~22-05~~ 24-02, ESTABLISHING UTILITY SERVICE RULES AND REGULATIONS; SETTING FORTH CERTAIN FINDINGS; ESTABLISHING INTENT; PROVIDING FOR DEFINITIONS; AUTHORIZING CERTAIN ACTIONS BY THE EXECUTIVE DIRECTOR; PROVIDING FOR RESPONSIBILITY FOR PAYMENT OF UTILITY BILLS; ESTABLISHING BILLING PROCEDURES; ESTABLISHING LATE PENALTY AND DELINQUENCY INTEREST; PROVIDING FOR THE DISCONTINUANCE OF UTILITY SERVICES FOR DELINQUENCY IN PAYMENTS AND ENFORCEMENT OF LIENS THEREFOR; PROVIDING FOR APPLICATIONS FOR UTILITY SERVICES; PROVIDING FOR PENALTIES FOR FALSIFYING INFORMATION; PROVIDING FOR INCORPORATION OF RULES INTO UTILITY AGREEMENT; ESTABLISHING CHARGES FOR RETURNED PAYMENTS; PROVIDING FOR UTILITY DEPOSITS AS PREREQUISITE TO SERVICE; REQUIRING CONNECTION; PROVIDING FOR CHANGE OF LOCATION OF SERVICE; PROVIDING FOR EXCLUSIVE USE OF AUTHORITY'S UTILITY SERVICES; PROVIDING FOR DISCLAIMER OF OUA LIABILITY; GRANTING ACCESS, EASEMENTS, PERMITS, AND PRIVILEGES; PROVIDING PENALTIES FOR DAMAGING OR TAMPERING WITH OUA PROPERTY; DETERMINING EQUIVALENT RESIDENTIAL CONNECTION FOR WATER AND WASTEWATER SERVICE; PROVIDING FOR THE ESTABLISHMENT OF WATER AND WASTEWATER RATES BY RESOLUTION; PROVIDING FOR A MONTHLY BASE FACILITY CHARGE; PROHIBITING FREE SERVICE; PROVIDING FOR NO ALLOWANCE FOR WAIVER OF MONTHLY BASE CHARGE; PROVIDING FOR SEPARATE CONNECTIONS AND EXCEPTIONS FOR MASTER METERS; REQUIRING BACKFLOW PREVENTION DEVICES AND PROHIBITING CROSS CONNECTIONS; PROVIDING FOR DISCONTINUING UTILITY SERVICE FOR VIOLATIONS; PROVIDING FOR EXTENSIONS OF OUA UTILITY SYSTEM; PROVIDING FOR CONNECTIONS TO FIRE HYDRANT FOR PURPOSES OTHER THAN FIGHTING FIRES; PROVIDING FOR SOLE PROPRIETOR FIRE PROTECTION SYSTEMS; PROVIDING FOR INSTALLATION OF NEW FIRE HYDRANTS; PROVIDING PROCEDURES FOR TESTING METERS; PROVIDING WATER SHORTAGE POLICIES; PROVIDING FOR ESTABLISHING CAPITAL CONNECTION CHARGES; PROVIDING FOR ALLOCATION OF WATER AND WASTEWATER SERVICE CAPACITY; REQUIRING THE USE OF PUBLIC SEWERS WHERE AVAILABLE; PROVIDING RULES CONCERNING PRIVATE SEWAGE DISPOSAL; PROVIDING REGULATIONS CONCERNING BUILDING SEWERS AND CONNECTIONS; REGULATING DISCHARGES INTO PUBLIC SEWERS; PROHIBITING DAMAGE TO PUBLIC SEWERS; ESTABLISHING POWERS AND AUTHORITY OF UTILITY INSPECTORS; PROVIDING FINANCIAL FUND POLICIES FOR: A WATER SYSTEM RENEWAL, REPLACEMENT AND IMPROVEMENT FUND, AN OPERATING RESERVE FUND, AN EMERGENCY RESERVE FUND, A HYDRANT FUND, A RATE STABILIZATION FUND, DEBT SERVICE RESERVE FUND, GUARANTEED REVENUE CHARGE (GRC), PROVIDING PROCEDURES FOR CUSTOMERS WITHOUT WATER METER SERVICE; PROHIBITING UNAUTHORIZED USE OF THE OUA SYSTEM; PROVIDING FOR WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS; PROVIDING FOR ALLOWABLE BILLING ADJUSTMENTS; PROVIDING FOR A POLICIES AND PROCEDURES MANUAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**OKEECHOBEE UTILITY AUTHORITY
RESOLUTION 24-02 26-03**

TABLE OF CONTENTS

	Page No.
<u>SECTION 1</u>	
INTENT OF OKEECHOBEE UTILITY AUTHORITY	6
<u>SECTION 2</u>	
DEFINITIONS	7
<u>SECTION 3</u>	
AUTHORIZED ACTIONS BY EXECUTIVE DIRECTOR	13
<u>SECTION 4</u>	
RESPONSIBILITY FOR PAYMENT	13
<u>SECTION 5</u>	
BILLING PROCEDURES	14
<u>SECTION 6</u>	
LATE PENALTY AND DELINQUENCY INTEREST.....	15
<u>SECTION 7</u>	
DISCONTINUING SERVICE FOR DELINQUENCY AND ENFORCEMENT OF LIENS THEREFOR	15
<u>SECTION 8</u>	
APPLICATIONS FOR UTILITY SERVICES AND PAYMENT PLANS.....	17
<u>SECTION 9</u>	
FALSIFYING INFORMATION	18
<u>SECTION 10</u>	
INCORPORATION OF RULES INTO UTILITY AGREEMENT	19
<u>SECTION 11</u>	
CHARGE FOR RETURNED PAYMENTS	19
<u>SECTION 12</u>	
UTILITY DEPOSITS PRE-REQUISITE TO SERVICE	20
<u>SECTION 13</u>	
CONNECTIONS REQUIRED	21

<u>SECTION 14</u>	
CHANGE LOCATION OF SERVICE	22
<u>SECTION 15</u>	
EXCLUSIVE USE OF OUA UTILITY SERVICES	22
<u>SECTION 16</u>	
DISCLAIMER OF OUA LIABILITY	22
<u>SECTION 17</u>	
GRANTING OF ACCESS, EASEMENTS, PERMITS AND PRIVILEGES	23
<u>SECTION 18</u>	
DAMAGING, TAMPERING WITH OUA PROPERTY	23
<u>SECTION 19</u>	
EQUIVALENT RESIDENTIAL CONNECTIONS (ERCs)	24
<u>SECTION 20</u>	
ESTABLISHMENT OF WATER AND WASTEWATER RATE SCHEDULE	26
<u>SECTION 21</u>	
MONTHLY BASE FACILITY CHARGE	27
<u>SECTION 22</u>	
FREE SERVICE PROHIBITED	27
<u>SECTION 23</u>	
NO ALLOWANCE FOR WAIVER OF MONTHLY BASE CHARGE	27
<u>SECTION 24</u>	
SEPARATE METERS REQUIRED; EXCEPTIONS FOR MASTER METERS	27
<u>SECTION 25</u>	
BACKFLOW PREVENTION DEVICES REQUIRED; ALL CROSS-CONNECTIONS PROHIBITED	28
<u>SECTION 26</u>	
DISCONTINUING SERVICE FOR VIOLATIONS	28
<u>SECTION 27</u>	
EXTENSION OF THE UTILITY SYSTEM	28

<u>SECTION 28</u>	
CONNECTIONS TO FIRE HYDRANTS FOR PURPOSES OTHER THAN FIGHTING FIRES	29
<u>SECTION 29</u>	
SOLE PROPRIETOR FIRE PROTECTION SYSTEM	30
<u>SECTION 30</u>	
INSTALLATION OF NEW FIRE HYDRANTS	30
<u>SECTION 31</u>	
TESTING OF METERS	30
<u>SECTION 32</u>	
WATER SHORTAGE POLICIES	31
<u>SECTION 33</u>	
CAPITAL CONNECTION CHARGES.....	31
<u>SECTION 34</u>	
ALLOCATION OF WATER WASTEWATER SERVICE CAPACITY	32
<u>SECTION 35</u>	
USE OF PUBLIC SEWERS REQUIRED (<i>F.S. 381.0065 & 381.00655</i>)	33
<u>SECTION 36</u>	
PRIVATE SEWAGE DISPOSAL	35
<u>SECTION 37</u>	
BUILDING SEWERS AND CONNECTIONS	35
<u>SECTION 38</u>	
DISCHARGES TO PUBLIC SEWERS REGULATED	37
<u>SECTION 39</u>	
PROTECTION FROM DAMAGE	41
<u>SECTION 40</u>	
POWERS AND AUTHORITY OF INSPECTORS	42
<u>SECTION 41</u>	
FINANCIAL FUND POLICIES.....	42

<u>SECTION 42</u>	
CUSTOMERS WITHOUT WATER METER SERVICE	45
<u>SECTION 43</u>	
UNAUTHORIZED USE OF THE OUA SYSTEM	45
<u>SECTION 44</u>	
WRITE-OFF UNCOLLECTIBLE ACCOUNTS.....	46
<u>SECTION 45</u>	
ALLOWABLE BILLING ADJUSTMENTS.....	47
<u>SECTION 46</u>	
POLICIES AND PROCEDURES MANUAL	48
<u>SECTION 47</u>	
SEVERABILITY	48
<u>SECTION 48</u>	
EFFECTIVE DATE	48
Signatures	49

WHEREAS, the Okeechobee Utility Authority deems it necessary to establish rules and regulations so that water and wastewater service may be made available and extended to new customers on a fair and equitable basis throughout the Authority's service area;

WHEREAS, the construction of water and wastewater system improvements and extensions thereto are essential utility services; and

WHEREAS, the Okeechobee Utility Authority has full and exclusive authority over the management, operation, and control of all public water and wastewater utilities throughout the Authority's service area, and has been granted the authority to prescribe rules and regulations governing all public water and wastewater utilities throughout the Authority's service area, and to make such changes to said rules and regulations as it deems necessary from time to time; and

WHEREAS, the Okeechobee Utility Authority has provided all necessary public notice and hearings required to adopt this Resolution.

NOW, THEREFORE, be it resolved by the Okeechobee Utility Authority Board as follows:

SECTION 1. INTENT OF OKEECHOBEE UTILITY AUTHORITY

The Okeechobee Utility Authority (OUA) declares its intention to provide water and wastewater service to the incorporated and the unincorporated areas of Okeechobee County, plus certain designated areas within Glades County, on a uniform and nondiscriminatory basis dependent on service capacity and cost effectiveness. It is a basic policy of the OUA to operate and maintain its water and wastewater facilities in a professional and cost-effective manner.

The OUA will develop short and long-term plans addressing capital projects and equipment needs to be considered in annual budgets. A long-term Master Plan will be developed and updated, as deemed necessary during periods of significant development.

The OUA hereby intends to set forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the OUA and surroundings and enables the area covered to comply with all applicable state and federal

laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 Code of Federal Regulations, Part 403). Further, it is the intent of OUA:

(a) To prevent the introduction of Pollutants into the area wide wastewater system which will interfere with the operation of the system or contaminate the resulting sludge,

(b) To prevent the introduction of Pollutants into the area wide wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system,

(c) To improve the opportunity to recycle and reclaim wastewater and sludge from the system and

(d) To provide for equitable distribution of the cost of the area wide wastewater system.

SECTION 2. DEFINITIONS

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted so as to be consistent with the Interlocal Agreement establishing OUA, the Master Transfer Agreement, and the OUA Rate Resolution then in effect, and to give the rules and regulations set forth herein the most reasonable application, consistent with applicable state and federal law. Further, unless the context specifically indicates otherwise, the meaning of terms used in this Resolution shall be as follows:

Applicant shall mean the owner of real property or the person or legal entity who has the legal right to utilize real property by means of any form of ownership, which real property the Applicant desires to be served by water service and/or wastewater service. The terms "Applicant", "Developer", and "Owner" may be used interchangeably herein.

Application shall mean a written request from an Applicant requesting that, pursuant to a Utility Agreement, specific water service and/or wastewater service be provided to and for certain real property.

BOD (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade, expressed in milligrams per liter.

Building Drains shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other sanitary drainage pipes inside

the walls of the building and conveys it to the building sewer beginning ten (10) feet outside the building wall.

Building Sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

Business Day is Monday through Thursday, excluding OUA Holidays.

Backflow Prevention Device shall mean a device installed in the potable water line to prevent Cross Connections or pollution to the OUA's water system.

C.O.D. or "chemical oxygen demand" shall mean the quantity of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedure.

Consolidated Bill shall mean the monthly billing sent to customers of the OUA for services and charges.

Cross Connection shall mean any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage, reservoir, plumbing fixture or any other device, facility or system which contains or may contain contaminated water, sewage, waste material or other material or substance of unknown or potentially unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow.

Customer shall mean any person at least 18 years old, firm or corporation who has entered into a Utility Agreement to receive water and/or wastewater from the OUA and who is liable for the payment of that water and/or wastewater service.

Delinquent Account an account whose meter has been shut off for non-payment.

Deposit shall mean funds paid to secure water and/or wastewater service with the OUA's utility system which shall constitute a guarantee to the OUA that all sums of money due by virtue of the furnishing of any and all OUA services to the Person making such deposit are fully paid.

Dwelling Unit shall mean a house, apartment, mobile home, recreational vehicle (RV), group of rooms or a single room occupied or intended for occupancy as separate living quarters.

Easement shall mean an acquired legal right for a specific use of land owned by others.

Equivalent Residential Connection (ERC) or Equivalent Residential Unit (ERU) is a means to convert the anticipated average daily flow (ADF) of various connections (residential, non-residential or master meter) to a common factor. This factor is applied to both water and wastewater demands. As defined herein, an ERC is equal to 250 gallons per day (gpd).

Executive Director shall mean the Executive Director appointed by the OUA Board, or authorized representative, or the Interim Administrator, if no Executive Director has yet been appointed by the OUA Board.

Fire Hydrant shall mean a hydrant that is connected to OUA's water system furnishing water for fire protection to properties near the location of the Fire Hydrant.

Force Main shall mean the pipe connected to the lift station to transfer the wastewater pumped from the lift station toward the wastewater treatment plant.

Garbage shall mean every waste accumulation of animal or vegetable matter which attends the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding ground or feeding material for flies, insects or animals.

High Bill shall mean a monthly utility bill where the total amount due is at least two (2) times higher than the average of the previous twelve-monthly utility bills.

Industrial Wastes shall mean the liquid wastes resulting from the process employed in industrial, trade or business establishments.

Lift Station shall mean a device that pumps the wastewater collected in the system toward the wastewater treatment plant.

MTAR – "Meter Treated as Removed" is a classification applied to a delinquent. The account has been finalized and there is not a service agreement in effect. The meter is off and padlocked or completely removed from the meter box.

Mains shall mean a pipe, conduit or other facility installed to convey water service to individual service lines or to other Mains, or in the case of sewer lines, to convey wastewater service from individual service lines to other Mains.

Master Meter shall mean a single meter serving multiple residential or non-residential units. This term includes, but is not limited to, a meter serving condominiums,

apartments, mobile home parks, hotels, motels, travel trailer parks, R/V parks, shopping centers, and office buildings. Master meter accounts can be for water and/or wastewater service provided by the OUA.

Multiple Dwellings shall mean structures occupied or intended for use as living quarters, containing more than one Dwelling Unit, not to include hotels, motels, or similar living quarters which do not contain Dwelling Units as defined herein.

Natural Outlet shall mean any outlet to a watercourse, pond, ditch, lake or other body of surface water or groundwater.

Non-Residential Connection shall mean a water and/or wastewater utility connection to a structure utilized for other than residential use, such as commercial/retail business which includes, but is not necessarily limited to, retail and wholesale sales operations, office buildings, shopping centers, warehouses, vending operations, laundries, restaurants, hospitals, schools, and churches.

Operating Expenses shall mean the cash expenses of operation, maintenance and ordinary repairs of the System, administrative expenses and such other reasonable expenses relating to the system, excluding noncash depreciation and amortization, in accordance with generally accepted accounting principles.

Pads shall mean spaces, hook-ups or facilities intended for use or used as locations for individual mobile homes, travel trailers or R/Vs, which are occupied or intended for use as living quarters.

Person shall mean any individual, firm, company, association, society, group or corporation or the directors of a dissolved corporation.

pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Point of Delivery shall mean the designated point at which the customer's property is connected to the OUA's water facilities or wastewater facilities.

Pollutant shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, and industrial, municipal, and agricultural waste discharged into water.

Private Sewage Disposal System shall mean a watertight receptacle which receives the discharge of a drainage system or part thereof, and is designed and constructed so as to separate solids from the liquid, digest organic matter through a period of detention, and allows the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping, or disposal pit.

Public Sewer shall mean a common sewer directly controlled by a public authority.

Rates or “Rates” shall mean the OUA’s applicable schedule of rates, fees and charges for water and wastewater services, including, by way of illustration and not limitation, Capital Connection Charges, Meter Installation Fees, and any and all other fees or charges which may be in effect from time to time as adopted by Resolution by the OUA Board.

Residential Connection shall be single unit or dwelling which provides complete and independent living facilities such as cooking, bathing and resting facilities in a typical household environment. The unit or dwelling shall be on real property connected to the OUA water and/or wastewater system

Sanitary Sewage shall mean any combination of water carried wastes from residences, business buildings, institutions and industrial establishments containing animal or vegetable matter or chemicals in suspension or solution, together with such ground water, surface and storm waters as may be unintentionally present.

Sanitary Sewer shall mean a sewer which carries Sewage and to which storm water, surface water, and groundwater are not intentionally admitted.

Service Lines shall mean the pipes of the OUA which are connected from the Mains to the “Point of Delivery.”

Sewage, also termed “Wastewater” shall mean a combination of any type of the wastes from residences, businesses, institutional or industrial establishments, but shall not mean or include hazardous or toxic wastes.

Sewer shall mean a pipe or conduit for carrying Sewage.

Sole Proprietor Fire Protection System shall mean a water service that furnishes water to a fire sprinkler system, hose cabinet, stand pipe or other device used exclusively for fire protection.

Suspended Solids shall mean solids that either float on the surface of, or are in suspension in, water, Sewage or other liquids and which are removable by laboratory filtering.

Still Off and Locked: For a delinquent account, 7 to 14 calendar days after the shut-off date a “Still Off & Locked” list is generated for accounts which have not yet paid to restore services. Once identified, one of the following actions take place:

Tenant: The account is finalized and the owner’s account is re-activated for base-billing. A letter is sent to the owner advising that the tenant’s account has been closed.

Owner: The owner is sent a 10-day letter of termination to make. If payment is not received within the allotted time, the account is finalized, and the account is classified as MTAR. For the MTAR accounts that have an unpaid balance of more than \$100.00, a lien will be filed with the Okeechobee County Clerk of Court or Glades County Clerk of Court.

Tampering shall mean any unauthorized change to a water meter, box, flush line, main line, or any other property owned by OUA. It includes, but is not limited to removing, adjusting or repairing the water meter, turning the water meter on or off, cutting or removing any locking device, or any other action taken by non-OUA personnel without written permission from the OUA.

Utility Service Agreement shall mean the contract entered into between the OUA and the Customer concerning the provision of water and/or wastewater services.

Utility Facilities or “Facilities” or “Installation” shall mean, by way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and all appurtenances thereto, together with all real property, easements and rights-of-way necessary to provide water and/or, wastewater service to the property, whether located onsite or offsite.

Wastewater Capital Connection Charge shall mean the charge paid to the OUA by an Applicant for the purpose of helping to defray costs of capital wastewater expenditures.

Water Capital Connection Charge shall mean the charge paid to the OUA by an Applicant for the purpose of helping to defray costs of capital water expenditures.

Water Shortage Plan shall mean the plan adopted by the OUA to conserve available water resources during a declared water shortage and water shortage emergency.

Write-off is an accounting term referring to an action whereby the book value of an asset is reduced because it appears to be worthless and is declared to be zero. The debt is not forgiven and is still owed. A write-off supports the objective of accounting accuracy.

SECTION 3. AUTHORIZED ACTIONS BY EXECUTIVE DIRECTOR

The OUA Board authorizes the Executive Director to perform the normal functions required to properly and prudently conduct routine business matters with governmental agencies, individuals and business entities, including but not limited to such transactions as purchase requests, vehicle and communications requests, execution of work orders in accordance with previously approved contracts and payments therefore, and individual water and wastewater applications. Such transactions shall be carried out in accordance with all resolutions or then existing policies of the OUA. The OUA Board reserves unto itself all nonstandard or non-routine functions in all matters related to policy decisions.

SECTION 4. RESPONSIBILITY FOR PAYMENT

The owner, tenant or other person occupying the property served by the OUA, and to whom services are provided and billed, shall be responsible for the payment of the consolidated bill whether the services are used or not.

If the property is leased and occupied by one or more tenants, the OUA may not refuse services or discontinue water or wastewater services for non-payment of a consolidated bill by a former occupant of the rental unit. Further, any such unpaid consolidated bill incurred by a former occupant will not be the basis for any lien against the rental property or legal action against the present tenant or owner, unless the present tenant or owner has benefited directly from the service provided to the former occupant. This provision applies only if the former occupant of the rental unit contracted for such services with the OUA, or if the OUA provided services with knowledge of the former occupant's name and the period the occupant was provided the services. (Florida Statutes, Chapters 125.485 & 180.135)

In the event of transfer of service(s) from one owner (previous), to another owner (new), any unpaid bill will become the responsibility of the new owner if not paid in accordance with established OUA payment guidelines. OUA will attempt to collect any monies owed from the previous owner by methods chosen by OUA; however, if the balance remains unpaid, the outstanding balance will be transferred to the account of the new owner and OUA payment obligations will apply to new property owner.

In the case of rental property, a new tenant account will not be opened until all unpaid owner balances are satisfied.

SECTION 5. BILLING PROCEDURES

The consolidated bill for service provided by the OUA shall be billed monthly and may contain charges for services provided by others, and the full amount thereof shall be due and payable upon receipt of the bill with a payment period ending a minimum of twenty-one (21) days after the billing date and shall be paid at the location noted on the bill or at such other place as the OUA may direct.

All payments will be posted on the business day payments are received by OUA.

- All **mail** will be posted on the same business day it is delivered to the OUA. All other mail delivered on a non-business day will be posted on the next business day.
- **Credit Card/E-Check** credit card **and ACH** payments received after ~~11:55 PM~~ **11:45 PM** and ~~ACH payments received after 4:30 PM,~~ will be posted on the next business day.
- Payments placed in **drop-box** after 6:00 PM will be posted on the next business day.

Post-dated checks will not be accepted.

An example of the typical billing cycle is as follows:

Billing Date:	The actual day bill is printed and mailed or emailed.
Payment Period:	The number of days between billing date and payment due date (minimum of 21 calendar days after the billing date.)
Payment Due Date:	Last day to pay to avoid a late charge. (Minimum 21 calendar days from the billing date.)

Late Charge Date & Warning Date:

The day late charges are applied & warning door tags are hung along with warning phone calls. (Minimum 22 calendar days from the billing date.)

~~**Warning Date:** Day warning door tags are hung and warning phone calls are made. (Minimum 22 calendar days from the billing date.)~~

Shut-off Date: Day water is turned off for non-payment of the consolidated monthly bill. (Minimum of 23 calendar days after the billing date.)

To avoid being shut-off all prior past-due balances must be paid and the total current bill must be \$50.00 or less.

SECTION 6. LATE PENALTIES AND DELINQUENCY INTEREST

Late Penalty:

If any consolidated bill is not paid by the **payment** due date posted on such bill, a late Penalty shall be assessed against such bill in an amount as set forth in the current Rate Resolution adopted by the OUA Board.

Delinquency Interest, Property Owners

In the event that a property owner's utility services are shut off for non-payment, the account is closed and a closing balance established, the account shall be assessed delinquency interest of 1.5% each month thereafter for up to an additional twelve (12) months. Such delinquency interest shall be assessed on the total closing balance established by OUA. After a total of twelve (12) months of consecutive interest charges, the account will no longer be assessed additional interest.

~~The deposit on file with OUA for any customer's account shall not be applied as payment for the unpaid consolidated monthly bill. Any deposit on file when an account is closed will be applied to the final bill and any deposit balance remaining will be remitted to the customer.~~

SECTION 7. DISCONTINUING (SHUT OFF) SERVICE FOR DELINQUENCY, FORECLOSURE, ENFORCEMENT OF LIENS THEREFORE AND RESTORATION (TURN ON) OF SERVICE

If any portion of a consolidated bill for services is not paid by the shut-off date as set forth in Section 5 billing procedures, all services provided by such billing may be shut off until all amounts due the OUA are paid in full or an approved payment arrangement is established between the customer and the ~~Executive Director or designee~~ OUA. In the event services are shut off, a turn-off fee will be charged to the account. A shut-off warning notice will be delivered to the service address as set forth in Section 5 billing procedures before service is shut off. The criteria for notification prior to shut-off shall be as set forth in Section 5 billing procedures.

In the event that any portion of the consolidated bill is not paid by owner as and when due, all amounts due the OUA shall be a lien on the property affected thereby, unless otherwise prohibited under Florida law. Such lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of county taxes. All amounts due the OUA together with reasonable attorney's fees and costs, may be recovered by the OUA in a civil action. Any such lien and accrued interest may be foreclosed or otherwise enforced by the OUA by action or suit in equity as for the foreclosure of a mortgage on real property under Florida law. (Florida Statutes, Chapters 153.67 & 180.135)

No civil action or foreclosure proceeding shall be commenced without prior authorization by the OUA Board.

In the event a customer should have more than one service address, the right of the OUA to shut off service for non-payment or other violation of this Resolution, or to collect past-due accounts, fees or charges allowed by this Resolution, or to impose a lien on real property, shall apply and may be enforced or applied to or against any account for real property in the name of that customer at any time.

If the service is shut off or the meter is removed, then the service can be restored when all amounts due the OUA are paid, as well as all guaranteed revenue charges from the date of shut off or removal from service. It shall be presumed that all capital connection charges were paid when service was initially established and there shall be no capital

connection charges required to be paid. If the total of the GRC costs exceeds the fees for a new service connection (including meter and CCC), the re-install pricing will be as if it is a new service connection according to current OUA Rate Schedule. The service required and associated fees will be for water and/or wastewater plus all applicable fees, fines or monies (including any unpaid balance) due the OUA. If a deposit or new service agreement is required, these fees must be paid and all forms completed in advance of service being restored.

In the case previously mentioned, prior to restoration of service, the OUA will inspect the water and wastewater service connections for compliance with the current OUA Standards. The costs associated with this inspection will be billed at the prevailing inspection rate listed in the OUA Rate Schedule. If any corrections are required, such corrections will be billed at time and materials plus an administrative fee of fifteen percent (15%). Cost of required corrections will not exceed the costs of a new service of similar size as reflected in current OUA Rate Schedule.

There shall be additional service charges as set forth in the Rate Schedule for each of the following events: (a) service discontinued at the request of the customer or when the customer closes the account; (b) reconnecting service after such service has been disconnected at the customer's request or the set-up of a new account; (c) reconnecting service after such service has been discontinued for delinquency in payment of a bill or for failure to pay an increased deposit as required; and (d) any additional expenses incurred in providing notices of delinquent account.

In cases where a customer requests service to be discontinued due to vacant land, the OUA will turn the water off, read the meter and process a final billing. The deposit on file will be applied to the final bill and the remainder of the deposit, if any, will be sent to the customer as a refund. Should the amount of the deposit not be sufficient to cover the final bill, the OUA will make attempts to collect the final bill from the customer in a manner chosen by the OUA. If the final bill remains unpaid the balance will remain with the property as a past-due amount, in accordance with Florida Statutes 153.67, and the meter will then be classified in a "treated-as-removed" status.

SECTION 8. APPLICATIONS FOR UTILITY SERVICES AND PAYMENT PLANS

Applications for water and/or wastewater must be made to OUA on appropriate forms furnished for that purpose and same must be signed by the owner(s) of the property, together with a copy of deed or tax bill verifying ownership, and include payment of all applicable fees. Applicants shall produce a valid driver's license or other acceptable form of identification. Applicants that are not individuals (corporations, LLC, partnership and other legal entities) shall provide a copy of the deed, Federal Tax ID# and documentation (i.e., Sunbiz.org) as to who is authorized to conduct business. In the case of a rental property, a copy of the lease will be required. The authorization must be signed by the property owner(s) and state to who the property owner(s) is granting the right to open a utility account for the subject property. The Okeechobee Utility Authority will only open an account for the person(s) named on the lease.

A. PAYMENT PLANS FOR NEW SERVICE:

Term of Payment Plan	5 Yrs.	10 Yrs.
Interest Rate Charged	1.0%	1.0%

Minimum down payment needed 10%.

Minimum monthly payment added to monthly utility bill \$25.00

Payment plans for new services will be offered to all property owners regardless if residential or commercial.

All balances will be due on sale or transfer of property (Applicable to all plans)

B. PAYMENT PLANS FOR HIGH BILL & REINSTATING SERVICE.

Term of Payment Plan	Varies
Applicable Interest Rate Charged	1.0%
Minimum down payment needed	25%

Minimum monthly payment added to monthly utility bill \$40.00

Payment plans for high bills will be offered to all property owners, tenants, regardless if residential or commercial.

Payment plans for reinstating service will be offered to all property owners regardless if residential or commercial.

C. CONSTRUCTION COST REPAYMENT PLAN:

Construction Cost Repayment Plan may be used when the OUA advertises bids, receives & reviews bids for construction on a customer's property, i.e., water/sewer line install & septic abandonment.

Term of Payment Plan	Not to exceed 60 months
Applicable Interest Rate Charged	3.5%
Minimum Down Payment	10%
Minimum monthly payment added to monthly utility bill	\$40.00
Loan Processing Fee	\$75.00

The above provisions allow for a payment plan for all applicable fees related to new or reinstated service connections excluding the utility deposit as required by Section 12.

No Payment Plans shall be offered for new construction.

All Payment plans established in A, & B & C above shall provide, that if the applicant/customer misses a payment, a ten percent (10%) late charge will be applied to the balance of account and the remaining unpaid amount in the payment plan will be transferred to the applicant/customer's monthly bill and shall become due and payable in accordance with current OUA payment guidelines.

SECTION 9. FALSIFYING INFORMATION

Any Person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Resolution or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this Resolution shall be subject to termination of service by the OUA.

SECTION 10. INCORPORATION OF RULES INTO UTILITY AGREEMENT

All applicable rules and regulations as set forth herein are hereby made a part of the Utility Agreement between the OUA and every Customer or Applicant for water and/or

wastewater service from the OUA, and the Customer or Applicant shall be presumed to have knowledge of all rules and regulations, and shall be bound thereby.

SECTION 11. CHARGE FOR RETURNED PAYMENTS

For purposes of this section, checks, direct debits, credit/debit cards and EFTs will be referred to as “payment items” and the return of a check, direct debit, credit /debit cards and EFTs will be referred to as a “returned item”

It is the policy of the OUA to process all payment items on the same day they are received and deposit those payment items on the same or the next business/banking day.

In the event any payment item received in payment for OUA services, or for a required deposit for any OUA service, shall be returned by the bank or depository upon which said payment item was drawn for reasons including but not limited to, insufficient funds (NSF), closed account, post-dated check, no account found or stop payment, a service charge shall be imposed for the handling of such returned item and services will be discontinued immediately. Such charge shall be as set forth in the Rate Resolution adopted by the OUA Board, or as provided under Florida Statutes, whichever amount is greater. (Florida Statutes, Chapter 832.07) Furthermore, when a customer account has three (3) returned items, the OUA will require that future payments for the next twelve (12) months be paid in cash, money order or credit/debit.

SECTION 12. UTILITY DEPOSITS PRE-REQUISITE TO SERVICE

The OUA shall collect a deposit from all Customers (excluding Federal, State or Local Governmental Agencies) securing water and/or wastewater service. Required deposits may be reduced by one half if the customer elects to pay the monthly bill through the direct debit payment method. Minimum deposit amounts are set forth in the Rate Schedule. For any deposit in excess of \$1,000.00, in lieu of cash, the Customer may submit a letter of credit in the amount of the required deposit issued by any bank having an office in Okeechobee County, Florida, in a form satisfactory to OUA counsel.

The deposit shall be and will constitute a guarantee to the OUA that all sums of money due by virtue of the furnishing of any and all OUA services to the Person making such deposit guarantee are fully paid.

Should any customer's account become past due three (3) or more times within the most recent twelve (12) month period, ~~or~~ if customer is shut-off for non-payment, **or three of more returned items**, said user shall be required to increase their existing deposit within thirty (30) days to the extent necessary to bring the deposit up to the established minimum required deposit for the account, or the sum of three times the average bill, as deemed by the Office Manager. The average bill will be established by using the last twelve (12) month period for the account which is to include charges for water and/or wastewater, plus late charges and penalties, whichever is greater.

The deposit of any customer where the service is provided will be refunded after 12 consecutive months of exceptional account history at the service location for which the deposit is made. Exceptional account history is determined and defined as follows:

1. No delinquencies on the account within the preceding 12-month billing cycles (bills are due when rendered and if not paid as set forth in Section 5 billing procedures and thereafter become delinquent); and
2. No payment items returned to the OUA from the customer's financial institution for insufficient funds or any other reason.

Once a deposit has been refunded, the customer shall be considered credit established. If said customer leaves the system in good standing and returns to establish service in their name within 12 months, their credit established status will be retained, (no new deposit will be required). If said customer returns to establish service after a period longer than 12 months, a new deposit will be required as if a new customer. If said customer's account should have a late charge applied three (3) or more times within the most recent twelve-month period after the deposit has been refunded, said customer shall be required to pay a deposit in accordance with the type of service provided and, in the amount, listed according to OUA's current Rate Schedule.

Any customer with an exceptional account history for a residential, a non-residential account may open one other residential, a non-residential or commercial account in their name or business name without placing a deposit for the new residential, non-residential or commercial account. If said customer's account should have a late charge applied three (3) or more times within the most recent twelve-month period, said customer shall be

required to pay a utility service deposit as set forth in OUA's current Rate Schedule for the account on which three (3) or more late charges have been applied.

At the termination of services for an account, if amounts are due to the OUA by the Customer being provided service, for the account being closed or any other account associated with the Customer, the deposit being held by the OUA shall first be applied as payment for such items. Any amount remaining after application of the deposit monies towards these items shall be refunded to the Customer, without interest.

SECTION 13. CONNECTIONS REQUIRED

Where deemed available by the Executive Director or designee, the owner of every lot or parcel of land within the area served by the OUA's existing water and/or wastewater system, shall have the plumbing of any building or buildings thereon connected with the OUA's water and/or wastewater system and use the services of such water and/or wastewater system within the following time frame: water service connection and billing must be within thirty (30) days of application or the time such system is deemed available by the Executive Director or designee.; ~~wastewater service connection and billing must be within one hundred eighty (180) days of application or the time such system is deemed available by the Executive Director or designee.~~ All connections with the water mains located within the street right-of-way or alley shall be made **as directed** by the OUA. All such connections shall be made in accordance with the rules and regulations which shall be adopted by the OUA Board, and upon payment of the Meter Installation Fee, Capital Connection Charge and other related costs provided for in this Resolution. All Meter Installation Fees, Capital Connection Charges, and other related charges shall be paid in full before such connection shall be made unless provisions for payments have been made as per Section 8.

All water meters **and backflows** shall be furnished and installed by the OUA and shall be used on Service Lines **with exception of** ~~except~~ fire services **lines**. All meters **furnished & installed by OUA** shall belong to the OUA and the right is reserved to the OUA to remove any meter at any time from any premises when it is deemed necessary by giving due notice in writing a minimum of twenty-four (24) hours previous to the removal of

such meter unless the removal is due to delinquency or tampering, as defined in Section 18.

When the OUA extends a public wastewater collection system into the area where wastewater service is provided by On-Site Sewage Treatment and Disposal System (OSTDS) which are permitted through the County Health Department or other such wastewater treatment systems regulated by others, connection to the OUA wastewater system is mandatory. The provisions for connection to the OUA system are stipulated in Florida Statutes, Chapter 381.0065-381.0067 and/or as further defined herein.

Those OSTDS in good working condition are required to connect to the OUA wastewater system within the time frame specified in Florida Statutes, Chapter 381. Failure to connect will result in the monthly billing of the wastewater base facility charge in the amount authorized by the Rate Schedule for connected units of similar service (e.g., residential, non-residential or master meter) and based upon the potable water meter size.

SECTION 14. CHANGE LOCATION OF SERVICE

Relocations of the Customer's water and/or wastewater service installation will be made when deemed necessary by the OUA. If requested by the Customer or if a Customer's water and/or wastewater service lines need to be moved due to the Customer's construction, said change will be at Customer's expense.

SECTION 15. EXCLUSIVE USE OF OUA UTILITY SERVICES

Utility Service purchased from the OUA shall be used by the Customer only, and the Customer shall not sell or otherwise dispose of such service supplied by the OUA unless Customer has an approved Utility Agreement with the OUA. In no case shall a Customer extend lines across a street, alley, lane, court, property, avenue or other way, in order to furnish utilities service for adjacent property, even though such adjacent property is owned by the Customer, without obtaining the prior written consent of OUA.

SECTION 16. DISCLAIMER OF OUA LIABILITY

The OUA will at all times use reasonable diligence to provide continuous service and, having used reasonable diligence, shall not be liable to the Customer for failure or

interruption of continuous water and/or wastewater service. The OUA shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, repairs or adjustments, acts of sabotage, enemies of the United States, wars, Federal, State, municipal or other governmental interference, acts of God or causes beyond its control.

SECTION 17. GRANTING OF ACCESS, EASEMENTS, PERMITS AND PRIVILEGES

By applying for OUA services or utilities, the Customer shall grant access across Customer's property to the OUA at all reasonable hours as may be necessary for the installation maintenance, repairing, removal or inspection of OUA's Utility Facilities, reading meters, or other purposes incident to the operation of OUA's water and wastewater utility systems. The Customer and/or property owner shall grant or cause to be granted to the OUA and without cost to the OUA all rights, Easements, permits and privileges which are necessary for the rendering of service including operation and maintenance and repair of the OUA Utility Facilities. Where Easements or rights of way are required, such documents, prepared by the owner or developer, shall be executed by the landowner, with payment to the OUA of all recording and filing fees by the Customer and/or landowner, prior to the commencement of service.

SECTION 18. DAMAGING, TAMPERING WITH OUA PROPERTY

It shall be unlawful for any Person to damage, destroy, deface, tamper with or interfere with the operation of any pipe, machinery, valve, structure or other property of the OUA, constituting a part of the OUA's water and/or wastewater system or used in conjunction therewith. The following four (4) categories will be used to define "tampering":

TAMPERING 1 Tag stretched or broken with 0 – 50 gallons used

TAMPERING 2 Tag stretched or broken/cut with 51 – 1,500 gallons used

TAMPERING 3 Tag stretched or broken or lock cut - >1,500 gallons used

*(Any cut **lock** will constitute a TAMPERING 3 violation.)*

TAMPERING 4 Shall include, but will not be limited to, unauthorized use of water by means of by-passing meter, replacing existing meter with non-OUA meter, connecting to

fire line or hydrant, removing meter from property, removing meter from property other than customer's property, etc.

Tampering fees are charged based on the current Rate Schedule of the OUA.

Violation shall constitute cause for immediate removal of the meter and shall be punishable as provided in Florida Statutes, Chapters 806.13 (1) (b) 3 & 812.14, as amended from time to time.

SECTION 19. EQUIVALENT RESIDENTIAL CONNECTION (ERC)

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

(1) For water and/or wastewater service capacity, one ERC is hereby established and determined to be equal to a flow of two hundred fifty gallons per day, (250 GPD) based upon the average daily flow (ADF). The total equivalent residential connection value shall be calculated by dividing the ADF by 250 GPD and then multiplying the result by the number of units to which service is to be provided. In no event shall the ERC value be less than 1.00 for any meter for billing purposes for monthly base facility charges. The following minimum ERC schedule will be followed for residential and/or non-residential connections.

<u>Meter Size</u>	<u>Minimum ERC per meter size</u>	<u>Minimum ERC</u>
5/8" x 3/4"		1.00
1"		2.50
1 1/2"		5.00
2"		8.00
3"		16.00
4"		25.00
6"		50.00
8"		80.00

Actual per Unit ERC calculation

Per Equivalent Residential Connection (ERC):	<u>ERC Equivalency Factor</u>
* < 400 square feet	0.33
* ≥ 400 and < 900 square feet	0.80
≥ 900 square feet	Minimum 1.00

* Only available to a residential unit or lot not connected to a master meter:

- Compromising a lot size of no more than 5,000 SF; and
- Located in a planned unit development or similar development;
- Within a recorded plat; and
- Subject to a recorded declaration of covenants and restrictions limiting the size of the structure to 899 square feet or less enforceable by an incorporated property owner's association; and
- In compliance with all applicable governmental rules, regulations, ordinances and declaration of covenants and restrictions.

The Executive Director shall be the sole judge to determine if the residential unit is eligible for the water and wastewater system capital connection charge of less than 1.00 ERC.

Master Meter (Residential)	<u>ERC Equivalency Factor</u>
< 400 square feet	0.33
≥ 400 and < 900 square feet	0.80
> 900 square feet	1.00

Square footage referred to above is that area enclosed (by screen, wall, glass, etc.) and under roof with the only area as an exception being a garage that is not air conditioned. As stated above, the minimum total ERC per meter is 1.00 for invoicing purposes for monthly base facility charges.

Master Meter (Non-Residential)

For the purposes of Non-Residential master meter unit calculations, each unit must have a specific water and/or wastewater demand.

As an example:

(a) A single building that has four units, but the water and/or wastewater demand is generated from a common restroom / breakroom area, then the building is not a master meter, but it is one unit.

(b) A single building has four units, each with their own restroom/breakroom, then it would be designated as four units.

	<u>Minimum ERC</u>
Actual ERC calculation per Unit	1.00

(2) Where service is provided to a single building or group of buildings which contain multiple units, the ERC factor is equal to the greater of (1) the total number of units listed above as if each unit was separately metered, or (2) the number of ERC's designated by the meter size except as limited by the terms of a Utility Agreement.

(3) The required size for meters shall be determined by the Executive Director or designee, pursuant to applicable American Water Works Association (AWWA) Standards.

(4) Any limitation on the ERC factor in a Utility Agreement shall be governed by the unallocated capacity of the treatment plant that serves the property described in the Utility Agreement. Unallocated treatment capacity at a treatment plant shall be the maximum limiting factor for calculating the ERC connection charge for the customer.

B. When making adjustments to capital connection charges resulting from improvements and/or additions:

(1) The OUA shall maintain a record of the number of ERCs, for which connection fees have been paid for each non-residential metered account,

(2) OUA shall review plans for any change to a customer's existing residential or non-residential buildings and Master Meter Units and additional Capital Connection Charges will be required when the proposed addition or modification will cause an increase in the capacity required from the water and or sewer system for the customer.

(3) If a building permit or certificate of occupancy is issued for an existing customer that results in a change of the ERC designation, the total number of ERCs for the old and new parts of the facility will be computed according to the definition of ERCs and Capital Connection Charges shall be assessed on the difference.

(4) OUA shall provide a written notice to the customer disclosing the recalculation of the Capital Connection Charges and the additional amount owed.

Large Users

Large users are defined as customers with a minimum of 250,000 GPD (ADF) for water and/or wastewater.

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

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

SECTION 21. MONTHLY BASE FACILITY CHARGE

The charges listed in the Rate Resolution shall apply to all ~~single family, multi-family, hotels, motels, Master Metered and Non-Residential~~ connections whether occupied or not. Such charges shall be due and payable each month. Such charges shall apply to each meter if more than one meter is installed for a Customer.

SECTION 22. FREE SERVICE PROHIBITED

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

SECTION 23. NO ALLOWANCE FOR WAIVER OF MONTHLY BASE CHARGE

No allowance for waiver of monthly base facility charges shall be made for vacant residential, non-residential or master meter accounts.

SECTION 24. SEPARATE METERS REQUIRED; EXCEPTIONS FOR MASTER METERS

Every residential unit or non-residential unit shall be connected and metered separately unless serviced by a master meter as provided herein.

Master meters may be used to serve governmental agencies such housing authorities or industrial authorities. Master meters may also be used to serve individual buildings, or a group of individual buildings, which contain multiple offices or dwellings such as office buildings or apartments provided the property and building(s) are owned by the same owner. Master meters may serve mobile home developments, RV parks, hotels and motels.

Where a connection has been made to a single building or group of buildings which contain multiple dwellings or multiple units (1), the monthly base facility charges shall be imposed, billed and collected on each meter based upon the number of units (1) receiving water and/or wastewater service on the property. The individual placing the water deposit with the OUA will be responsible for the entire bill even when the bill contains charges for multiple dwellings or multiple units.

(1) As an example:

(a) A single building that has four units, but the water and/or wastewater demand is generated from a common restroom / breakroom area, then the building is not a master meter, but it is one unit.

(b) A single building has four units, each with their own restroom / breakroom, then it would be designated as four units.

SECTION 25. BACKFLOW PREVENTION DEVICES REQUIRED; ALL CROSS CONNECTIONS PROHIBITED

Backflow Prevention Devices shall be required at all premises connected to the OUA water system to eliminate any Cross Connections and possible contamination to the water distribution system, pursuant to the provisions of OUA Resolution No. 95-9 adopted October 10, 1995, or amended by the OUA Board which is incorporated herein by this reference.

SECTION 26. DISCONTINUING SERVICE FOR VIOLATIONS

The OUA shall discontinue services to any premises on which a violation of this Resolution or any rule or regulation relating to the OUA's water or wastewater system has been or is being committed. Such service shall not be reconnected until the violation has been corrected, and until the Customer has paid re-connection charges as appropriate, and those fees or costs pertinent to such violation, as set forth in the Rate Resolution adopted by the OUA Board.

SECTION 27. EXTENSION OF THE UTILITY SYSTEM

Except as provided for herein, all extensions to the system shall be installed with no expense to the OUA, and in accordance with all applicable OUA, City, County, or State specifications. All piping, fittings and appurtenances that are extended must be of sufficient size to provide for wastewater service and potable water and fire protection where required through the installation of hydrants, as approved by city or county fire departments, which size shall also be determined by considering future growth in the area of extension, or other onsite fire protection services or devices. All requirements for fire flow must comply with the current edition of the National Fire Protection Association (NFPA) manuals.

All requests for extensions shall be submitted to the OUA, then reviewed and approved by the Executive Director or designee. The OUA reserves the right to dictate pipe diameters and such other route and connection requirements as may be mandated by applicable Federal, State, local code, comprehensive plan, or master plan, or to address future growth concerns in the area of the extension. The OUA also reserves the right to enter into agreements with the Applicant to partially reimburse extension costs by future Capital Connection Charges in the area of the extension. Any plan and approval furnished by the OUA is subject to the Customer obtaining all necessary permitting and approval from other governmental agencies and the OUA shall not be responsible for plans or specifications required to be altered by such agencies.

Before an extension is approved for construction, the OUA and Owner or Developer must execute an agreement which outlines the type of extension, location, cost and any other pertinent information required to complete the agreement. Fees for plan review are listed in the Rate Resolution adopted by the OUA Board.

SECTION 28. CONNECTIONS TO FIRE HYDRANT FOR PURPOSES OTHER THAN FIGHTING FIRES

All connections to a Fire Hydrant for any purpose other than fighting fire must be approved by the Executive Director or designee prior to the connection to the Fire Hydrant.

Before any connection is made to a Fire Hydrant, Applicant requesting the service through the Fire Hydrant must pay the appropriate fees and the OUA will install a temporary meter on the Fire Hydrant. The Applicant shall agree that such temporary

service may be discontinued by the OUA at any time for emergency usage of the Fire Hydrant without any liability to the OUA whatsoever for such discontinuance of service.

The charges for this temporary water service delivered through a Fire Hydrant are listed in the Rate Resolution adopted by the OUA Board.

SECTION 29. SOLE PROPRIETOR FIRE PROTECTION SYSTEM

The OUA shall bill monthly for a Sole Proprietor Fire Protection System. This service will include service to private sprinkler systems, hoses cabinets, stand pipes or any other device used exclusively for fire protection. The monthly charge for a Sole Proprietor Fire Protection System will be included on the monthly consolidated bill and will become part of the consolidated bill as defined in these regulations. The charges for a Sole Proprietor Fire Protection System are included in the Rate Resolution as adopted by the OUA Board.

SECTION 30. INSTALLATION OF NEW FIRE HYDRANTS

All Fire Hydrants installed by an owner/developer must meet OUA specifications and be approved by the OUA and appropriate fire department. Relocation of such fire hydrants shall be at the Customer's cost. Fees or costs for such hydrants shall be determined by the Executive Director or designee.

SECTION 31. TESTING OF METERS

There shall be a charge for rechecking of a water meter reading, as set forth in the Rate Resolution adopted by the OUA Board. In the event, however, it is determined upon rechecking that the water meter in question is not functioning properly, or that an administrative error has resulted in an overcharge, the charge required in this Section shall be waived.

There shall also be a charge for verification, on a per meter basis, as to a determination as to which water meter services a particular Dwelling Unit or Non-Residential connection. The charge is included in the Rate Resolution adopted by the OUA Board.

All meters shall be carefully tested before installation. After installation, if any Customer questions the accuracy of the meter through which the Customer is served, the Customer may file a written request to have the meter tested to the Executive Director, together with payment of the applicable fee. The meter in question will be removed and tested by OUA, with a copy of the test report furnished to the Customer. If the test shows that the meter has been over registering more than 1-1/2% at normal flow limits, the applicable fee shall be returned to the Customer, and the bill rendered based on the last reading of such meter shall be corrected accordingly including, if applicable, any adjustment for sewer volumetric charges. All meter flow tests shall follow AWWA Standard C700-77 or current revision. The fee for such testing is set forth in the Rate Resolution adopted by the OUA Board.

SECTION 32. WATER SHORTAGE POLICIES

The privilege of using the OUA water supply for non-essential purposes on lawns, streets, gardens, washing of houses and cars and for purposes other than drinking water, may be restricted or curtailed during a water shortage emergency. It is the desire of the OUA Board to provide the South Florida Water Management District with all possible assistance in the enforcement of the provisions of a Water Shortage Plan during a water shortage emergency, as described in Florida Statutes Chapter 373. The OUA Board may adjust water Rates during a water shortage emergency.

SECTION 33. CAPITAL CONNECTION CHARGES

The OUA has established a Water Capital Connection Charge for new Customers or additional units added to an existing customer's connection to the OUA's water system. The purpose of the charge is to establish a fund to replace the water capacity utilized by new Customers by expansion and enlargement of the water system and capital improvements. Therefore, such charges are to be deposited into the Water Capital Connection Fund and used only for the purpose of expansion for new connections referenced above or for new and replacements of the equipment and/or capital items of the water treatment and distribution system and as set forth in the applicable Bond Resolution. These funds may be invested as are other funds of the OUA and may be commingled in

order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds in this account. The interest accruing from the investment of these funds shall accrue to this Fund and shall be used only for purposes authorized in the applicable Bond Resolution.

The OUA has established a Wastewater Capital Connection Charge for new Customers or additional units added to an existing customer's connection to the OUA's wastewater system. The purpose of the charge is to establish a fund to replace the wastewater capacity utilized by new Customers by expansion and/or enlargement of the wastewater system and capital improvements. Therefore, such charges are to be deposited into the Wastewater Capital Connection Fund and used only for the purpose of expansion for new connections or for new and/or replacement of equipment and/or capital items of the wastewater treatment and collection and pumping system and as set forth in the applicable Bond Resolution(s). These funds may be invested as are other funds of the OUA and may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds in this account. The interest accruing from the investment of these funds shall accrue to this Fund and shall be used only for purposes authorized in the applicable Bond Resolution.

SECTION 34. ALLOCATION OF WATER AND WASTEWATER SERVICE CAPACITY

Upon a determination by the Executive Director that water and/or wastewater service capacity is available and unallocated in the OUA water or wastewater system, the OUA Board may allocate by resolution any and all such available, unallocated water and/or wastewater service capacity in the following manner:

(a) The OUA may allocate any available and unallocated water and wastewater service capacity to those qualified Applicants, as determined by OUA, in the order of time and date the Developers Agreement is approved by the OUA, but only after payment of all applicable charges provided therefor under the Rate Resolution adopted by the OUA Board.

(b) In the event any such water and/or wastewater service capacity remains unallocated and un-purchased after OUA has made available such water and/or wastewater service capacity to each such Applicant, OUA may allocate the remaining water and wastewater service capacity to other future Customers.

(c) In no event shall any Applicant receive more water and/or wastewater service capacity than that for which the Applicant has applied.

(d) OUA shall determine, from time to time, if any additional available and unallocated water and/or wastewater service capacity exists in the OUA's water and wastewater systems. Upon such determination, OUA may allocate said capacity in accordance with this Section.

(e) No assignment, sale or conveyance of an Applicant's allocated water or wastewater service capacity to any other party for use on any other property not identified in said Developers Agreement shall be permitted. The service capacity allocated hereunder shall only inure to the benefit of the current and future owners of the property described in the Developers Agreement, unless otherwise specifically authorized by the OUA Board. The OUA Board may approve an assignment of such water and/or wastewater service capacity, in its sole discretion, and may attach such reasonable conditions to said collateral assignment as deemed necessary and prudent by the OUA Board.

(f) Allocation of water and/or wastewater service capacity, pursuant to this Section, shall be deemed valid for a period of twenty-four (24) months from the date of allocation. Said allocation may be extended for additional successive periods by the OUA Board, in its sole discretion, subject to conditions and payment of applicable fees therefor. If the Developers Agreement for water and/or wastewater service has expired, the right to any water and/or wastewater service capacity for the use of which a building permit has not been issued, or if issued has expired, shall be deemed to have terminated.

(g) The OUA Board may revoke any Developers Agreement for water and/or wastewater service capacity for violations of the provisions of this Resolution, or noncompliance with the conditions attached to said Developers Agreement.

SECTION 35. USE OF PUBLIC SEWERS REQUIRED (FLORIDA STATUTES, CHAPTERS 381.0065 & 381.00655)

(a) It shall be unlawful for any Person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the OUA service area any human or animal excrement, Garbage or other waste.

(b) It shall be unlawful to discharge to any Natural Outlet within the OUA service area any Sewage except where suitable treatment has been provided in accordance with the provisions of this Resolution.

(c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of Sewage. All private means of Sewage disposal shall be removed at the expense of the owner.

(d) Flush toilets shall be required within OUA's service area in all houses, buildings or structures used for human occupancy, employment, recreation or other purposes. Such flush toilets shall be connected, at the owner's expense, to the public Sanitary Sewer in accordance with requirements set forth in Resolution 09-07, Mandatory Connection to the Okeechobee Utility Authority Utility System, as amended from time to time. Exceptions to this requirement shall include: Where said house, building or structure is not situated on property abutting a street, alley or road right-of-way wherein there is located a public Sanitary Sewer; or if said property is not within one hundred (100) feet of said public Sanitary Sewer; and, further, if the connection of said house, building or structure requires unusual and costly plumbing such as a Lift Station, Force Main or similar plumbing Facilities or as deemed by the Executive Director, then no connection shall be required.

(e) Except as provided for herein, all extensions of the Sewer system shall be installed at no expense to the OUA and in accordance with all applicable OUA, City, County, or State specifications. All requests for extensions shall be submitted to the OUA and approved by the Executive Director or designee. The OUA retains the right to dictate pipe diameter, depth of pipe, depth and capacity of Lift Stations if required, and such other route and connection requirements as may be mandated by applicable Federal, State, local codes, comprehensive plan, master plan or to meet future growth for the OUA service

area. Any plan and approval furnished by the OUA is subject to the Customer obtaining all necessary permitting and approval from governmental agencies.

(f) Before an extension is approved for construction, the OUA and Owner or Developer, may sign a written Developers Agreement outlining all aspects of the construction, including allocation of expenses and such agreement be presented to, and approved by, the OUA Board. The OUA reserves the right to enter into agreements with the Owner or Developer to partially reimburse extension costs by Future Capital Connections in the area of the extension. The agreement must also include and outline the type of extension, cost, type of Easement or access for maintenance of the extension if necessary, and any other pertinent information required to complete the agreement. Fees for this plan review and agreement are set forth in the Rate Resolution adopted by the OUA Board.

SECTION 36. PRIVATE SEWAGE DISPOSAL

(a) Where a public Sanitary Sewer is deemed not available under the provisions of this Resolution, the Building Sewer shall be connected to a Private Sewage Disposal System complying with the provisions of applicable County Building Department and Health Department regulations, and other applicable laws of the State of Florida.

(b) Before commencement of construction of a Private Sewage Disposal System, the owner shall first obtain a written permit signed by the appropriate building official and/or Health Department. The application for such permit shall be made on a form furnished by the applicable County Health Department, which the Applicant shall supplement by any plans, specifications and other information as are deemed necessary by the health official.

(c) The type, capacities, location and layout of a Private Sewage Disposal System shall comply with all recommendations of the Department of Public Health of the State of Florida.

(d) The owner shall operate and maintain the Private Sewage Disposal System in a sanitary manner at all times at no expense to the OUA.

(e) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the applicable health official.

SECTION 37. BUILDING SEWERS AND CONNECTIONS

(a) All connections shall be performed by authorized Persons only. No unauthorized Person shall uncover, make any connections with or openings into, use, alter or disturb any Public Sewer or appurtenances thereof. All connections to the Public Sewer shall be performed by the OUA.

(b) All costs and expenses for connections are the responsibility of, and incident to the Customer. The Customer shall indemnify and hold harmless the OUA from any loss or damage that may directly or indirectly be occasioned by the installation of the Building Sewer.

(c) A separate and independent Sewer shall be provided for every building except where one building has multiple offices or dwellings or where there exists a group of buildings or town houses that are grouped in such a way that one separate and independent Sewer could more effectively serve the structures; however, all fees and monthly charges shall be billed and collected pursuant to the applicable sections of this Resolution and the Rate Resolution approved by the OUA Board.

(d) Old Building Sewers may be used in connection with new buildings only when they are found, on examination and test by the building official, to meet all requirements of this Resolution.

(e) The size, slope, alignment, materials of construction of a Building Sewer and the methods to be used in excavating, placing the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the applicable county.

(f) Whenever possible, the Building Sewer shall be brought to the building at an elevation below any floor. In all buildings in which any Building Drain is too low to permit gravity flow to the Public Sewer, Sanitary Sewage carried by such Building Drain shall be lifted by an approved means and discharged to the Building Sewer at no cost to the OUA.

(g) No Person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a Building Sewer or Building Drain which in turn is connected directly or indirectly to a public Sanitary Sewer.

(h) The connection of the Building Sewer into Public Sewer shall conform to the requirements of the OUA and building and plumbing code or other applicable rules and regulations of the applicable county. All such connections at property line shall include a clean out per OUA standards and shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by OUA and the building official before installation.

(i) The Applicant for the Sewer permit shall notify the OUA and the building official when the Building Sewer is ready for inspection and connection to the Sanitary Sewer. The connection at the property line shall be made under the inspection and approval of the OUA and the building official or his representative.

(j) All excavations for Building Sewer installation shall be adequately guarded with barricades and lights at the expense of the Customer so as to protect the public from hazard. Streets, sidewalks, parkways and other public property in the course of the work shall be restored in a manner satisfactory to the OUA or applicable local government.

SECTION 38. DISCHARGES TO PUBLIC SEWERS REGULATED

(a) No Person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, sub-surface drainage or unpolluted cooling water to any Sanitary Sewer and shall be subject to the penalties and costs for violation of any subsection hereunder.

(b) No Person shall discharge or cause to be discharged any of the following described waters or wastes to any Public Sewers:

(1) Any gasoline, benzene naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(2) Any water or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or in the interaction with other wastes, to injure or interface with any Sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the Sewage treatment plant, including, but not limited to, cyanides in excess of 0.00 milligrams per liter as CN in the wastes as discharged into the Public Sewer.

(3) Any waters or wastes having a pH lower than 6.0 or higher than 8.5 and having other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewerage works.

(4) Solids or viscous substances in quantities or of such size capable of causing obstruction to the flow in Sewers or other interference with the proper operation of the sewerage works, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, earth, tar, plastics, wood, underground Garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, and milk containers.

(c) No Person shall discharge or cause to be discharged to any Public Sewer the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Executive Director or designee that such wastes can harm either the Sewers, Sewage treatment process or equipment, have an adverse effect on the receiving waters or can otherwise endanger life, limb, public property or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Executive Director or designee will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the Sewers, materials of construction of the Sewers, nature of the Sewage treatment process, capacity of the Sewage treatment plant, degree of treatability of wastes in the Sewage treatment plant, and other pertinent factors. The substances prohibited are:

(1) Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit [sixty-five (65) degrees centigrade] or a flash point lower than one hundred eighty (180) degrees Fahrenheit (ASTM Open Cup).

(2) Any waters or wastes containing fats, wax, grease or oil, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit [zero (0) degrees and sixty-five (65) degrees centigrade].

(3) The installation and operation of any Garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the building official.

(4) Any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(5) Any waters or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite Sewage at the treatment plant exceeds the limits established by the federal, state or other public agency for such materials.

(6) Any waters or wastes containing phenols or other odor producing substances in such concentrations exceeding limits which may be established by the Executive Director, as necessary, after treatment of the composite Sewage, to meet the requirements of the State, Federal or other public agencies having jurisdiction for such discharge to the receiving waters.

(7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Executive Director in compliance with applicable state or federal regulations.

(8) Materials which exert or cause:

a. Unusual concentrations of inert Suspended Solids (such as but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solution).

c. Unusual BOD [in excess of three hundred (300) parts per million], Suspended Solids [in excess of three hundred (300) parts per million], COD or chlorine requirements in such quantities as to constitute a significant load on the Sewage treatment works.

d. Unusual volume of flow or concentration of wastes constituting as defined herein.

(9) Waters or waste containing substances which are not amenable to treatment or reduction by the Sewage treatment only to such degree that the Sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(d) If any waters or wastes are discharged, or are proposed to be discharged, to the Public Sewers, which waters contain the substances or possess the characteristics enumerated in this code which in the judgment of the Executive Director may have a deleterious effect upon the sewerage works, processes, equipment or receiving waters or which otherwise create a hazard to a life or constitute a public nuisance, the Executive Director may:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the Public Sewers.

If the Executive Director permits the pretreatment, the design and installation of the plans and equipment shall be subject to the review and approval of the Executive Director or designee and subject to the requirements of all applicable codes, ordinances, resolutions, and laws and at no cost to the OUA.

(e) Mineral oil and sand interceptors shall be provided when, in the opinion of the Executive Director or designee, they are necessary for the proper handling of Sanitary Sewage containing mineral oils in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that such interceptor shall not be required for private living quarters or Dwelling Units. All interceptors shall be of a type and capacity approved by the applicable building and health officials and Executive Director and shall be located so as to be readily and easily accessible, including manholes at entrance and discharge points, for cleaning and inspection. Where preliminary treatment is provided for any wastes, it shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

(f) The owner of any property serviced by a Building Sewer carrying Industrial Wastes shall build a suitable control manhole together with such necessary meters and other appurtenances in the Building Sewer to facilitate observation, sampling and measurement of the wastes. Such manhole shall be accessible and safely located and shall be constructed in accordance with plans approved by the Executive Director or designee. The manhole shall be installed by the owner at his expenses and shall be maintained by him so as to be safe and accessible at all times. The owner shall install such manhole within thirty (30) days from the date the lateral connection is made to the

Sewer or, if no manhole was required at the time the Building Sewer was installed, the owner shall install such manhole. If such manhole is not installed within the time provided, the OUA shall have the right to enter into a contract for the installation of said manhole at the owner's expense, and the cost of installing said manhole, together with the administrative cost to the OUA necessary to process the installation of said manhole, shall be chargeable to the owner, and if not paid within thirty (30) days from the date such installation is completed, the unpaid costs together with the lawful interest thereon shall be a lien upon the property wherein the user is situated. The OUA shall be entitled to institute foreclosure proceedings for the collection of said unpaid costs and interest thereon, such proceedings to be in accordance with law, and the OUA shall be entitled to collect reasonable attorney's fees from the owner for services rendered by the OUA's attorneys in the institution and prosecution of such foreclosure proceedings. Liens created under this section shall, upon the request of the user and/or owner of the property affected, and upon payment of all installation and administrative costs and lawful interest thereon, be released by a Release of Lien signed by the Executive Director of the OUA. The issuance of such Release of Lien shall constitute prima facie evidence of existence or nonexistence of any such unpaid costs, and shall, in the absence of fraud perpetrated by the party requesting same, be binding upon the OUA as to the existence and nonexistence of any lien created hereunder.

(g) All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of *"Standard Methods for the Examination of Water and Wastewater,"* published by the American Public Health Association, from suitable samples taken at said control manhole. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewerage works and to determine the existence of hazards to life, limb and property. The particular analysis involved will determine whether a twenty-four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or other multiple samples should be taken.

SECTION 39. PROTECTION FROM DAMAGE

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the OUA utility system. Any person violating this provision shall be subject to immediate arrest for a misdemeanor punishable as provided herein or in Florida Statutes, Chapters 806.13 or 812.14.

SECTION 40. POWERS AND AUTHORITY OF INSPECTORS

(a) The Executive Director and other duly authorized employees of the OUA, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Resolution. The Executive Director and duly authorized OUA employees shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(b) While performing the necessary work on private properties referred to in Subsection (a) above, the Executive Director or duly authorized employees of the OUA shall observe all safety rules applicable to the premises established by the Owner. The Owner shall provide reasonable and safe access to the premises, as well as direction and or supervision as to the areas or systems being inspected.

SECTION 41. FINANCIAL FUND POLICIES

A. Investment of Funds

Permitted Investments are certificates of deposit and money market accounts from Qualified Public Depositories; other certificate of deposits that are FDIC insured; U.S. Treasury Securities; securities issued or guaranteed by U.S. Federal Agencies; repurchase agreements; and commercial paper with an investment grade rating of AAA from S&P or Fitch or Aaa from Moody's.

B. Renewal, Replacement and Improvement Fund

The OUA has established a Renewal, Replacement and Improvement Fund (RR&I Fund). As required by the existing Bond documents, moneys are deposited into the Renewal, Replacement and Improvement Fund in an amount equal to five percent (5%) of the Gross Revenues of the System for the preceding Fiscal Year. The purpose of the fund is to renew, replace and/ or improve the System. The moneys in the Renewal, Replacement and Improvement Fund shall be used for the purpose of paying the costs of extensions, improvements or additions to, or the replacement or renewal of capital assets of the System, or extraordinary repairs of the System. These funds may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds of this account. The interest accruing from the investment of these funds shall accrue to this Fund and shall be used only for purposes authorized in the applicable Bond Resolution.

As stated in the current Official Statements for the 1999 and 2002 Official Bonds the Authority may also establish an additional annual funding target in excess of the five percent (5%) requirement based on the Authority's renewal and replacement expenditure needs as set forth in the five-year capital improvements program (CIP) as approved by the Board of Directors. Therefore, the Authority shall strive to maintain a minimum balance in the renewal and replacement fund of five percent (5%) of prior year's gross revenues.

C. Operating Reserve Fund

The Authority shall strive to maintain an unrestricted Operating Reserve Fund balance equal to sixty (60) calendar days of the Authority's annual operating and maintenance expenses as established during its annual budget. Funds in the operating Reserve may be utilized following Board approval of the Executive Director's or Authorized Officer's request, which shall also include a plan, of restoring these funds back to the minimum levels within a reasonable period of time as established by the Board of Directors.

D. Emergency Reserve Fund

In addition to the 60-day Operating Reserve, an Emergency Reserve Fund will be established and maintained to help offset unforeseen Capital or other major operating expenditures due to unexpected emergencies (i.e., hurricanes, pump failures, electrical failures, etc.) that cannot be met with other funds. The Authority shall strive to maintain an unrestricted Emergency Reserve Fund thirty (30) calendar days of total annual operating and maintenance expenses for the preceding fiscal year, or any amount, that the Authority determines is needed to be reserved in said Emergency Reserve Fund.

The moneys in the Emergency Reserve Fund shall be used for the purpose of paying the costs of emergency repairs as approved by the Board, with a plan approved by the Board detailing the restoration of these funds back to the minimum levels within a reasonable period of time as established by the Board of Directors. These funds and may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds of this account.

E. Hydrant Fund

The OUA has established a Hydrant Fund to be used for the acquisition and installation of fire hydrants, periodic maintenance, repair and replacement of fire hydrants and all costs related thereto, including the installation of necessary water mains in support of fire protection. Revenue for the Hydrant Fund is generated by a fire hydrant fee which is included on the consolidated bill for each water customer in accordance with the prevailing schedule of rates, fees and charges. These funds may be commingled in order to obtain the maximum amount of interest; provided, however, that separate books of account shall be established to precisely identify the funds of this account.

F. Rate Stabilization Fund

When the Authority has exceeded minimum targeted annual senior debt service coverage of 1.20 (1.10 is required by the Bond Resolution), and coverage of junior lien debt by 1.15, and has excess revenues above expenditure needs, such excess revenues may be deposited into a Rate Stabilization Fund. The Rate Stabilization Fund ~~can~~ may be

funded up to an amount not to exceed of three million dollars (\$3,000,000.00). Any additional excess revenues above funding of the Rate Stabilization Fund may then be used to supplement Net Operating Revenues or the Capital Improvement Program as necessary.

G. Debt Service Reserve Fund(s)

In connection with existing and future loan and/or bond obligations the OUA has will be required to set aside certain funds to be used for the future payment of debt service. ~~These funds are required to be physically segregated in separate bank accounts.~~ To that end, the OUA will establish and maintain various ~~a~~ debt service payment accounts and Restricted Debt Service Reserve Accounts as may be required and/or stipulate to by the loan and bond covenants.

H. Guaranteed Revenue Charge (GRC)

In order to reflect the cost of reserving capacity a Guaranteed Revenue Charge (GRC) will be assessed to new water and/or wastewater connections as reserved by a Developer Agreement. This charge will be assessed on a monthly basis until the service has been connected to the OUA system. The basis for the charge will be the number of equivalent residential connection(s) (ERC) reserved by the Developer Agreement multiplied by the monthly residential meter base facility charge.

I. Annual Price Deflator Index

As a minimum, the Authority shall adjust water and sewer rates annually based on an inflationary index to help ensure that the Authority's revenues keep up with inflationary operating cost increases. The Authority may use the GDP Implicit Price Deflator Index as published annually by the Florida Public Service Commission or other such Board approved inflationary index to determine the annual rate adjustment. In addition to applying the annual index adjustment the Authority shall also conduct periodic rate reviews (e.g., every two to three years) to verify that OUA revenues match revenue requirements including both operating and capital costs.

SECTION 42. CUSTOMERS WITHOUT WATER METER SERVICE

To be connected to the OUA wastewater system, the customer shall be connected to the OUA water system when available. Those current customers which are wastewater customers only, shall be given a twenty-four (24) month period from the date of this Resolution to connect to the OUA water system.

SECTION 43. UNAUTHORIZED USE OF THE OUA SYSTEM

No person shall be authorized to tap, cut or in any way use any line, branch or part of the OUA utility system without obtaining a Service Agreement, and paying all applicable fees, rates and charges established under the Rate Resolution adopted by the OUA Board.

If any person or entity discharges Sewage, Industrial Wastes or other wastes into the OUA's wastewater disposal system contrary to the provisions of this article, Federal or State pretreatment requirements or any order of the OUA, the OUA attorney may commence an action for appropriate legal and/or equitable relief in a court of competent jurisdiction. At a minimum, as provided in the OUA Rate Resolution, tampering or unauthorized use charges will be applied.

Any person or entity which connects to the OUA water system in any manner without prior consent or knowledge of the OUA will be in violation of OUA policies and procedures. Therefore, as provided in the OUA Rate Resolution, tampering or unauthorized use charges will be applied.

SECTION 44. WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS

OUA is committed to performing due diligence in attempting to collect all amounts owed to OUA. There are times, however, that accounts are deemed uncollectible and should be written off from financial statements. All accounts receivables are recorded in a manner to permit an analysis of the aging of such receivables. Based upon time and cost involved, further collection efforts after one (1) year will not be pursued for any outstanding balance of \$50.00 or less. The review and determination of doubtful accounts shall be performed regularly and must be done at least once annually at the end of each fiscal

year. Before any account is deemed uncollectible and immaterial for collection, a list reflecting customers' names, outstanding balances along with documentation of efforts made to collect the debt will be provided to the Board of Directors for review and approval.

Collection efforts for any account that has a balance due greater than the threshold of \$50.00 will be performed in accordance with OUA policies and procedures regarding bad debt accounts in accordance with state statutes (Florida Statutes, Chapter 95.11) and for a period equivalent to the statute of limitations or sooner, if the debt has been discharged in bankruptcy for an account.

SECTION 45. ALLOWABLE BILLING ADJUSTMENTS

At the request of a customer, and upon the occurrence of the following events a customers' bill may be adjusted for the following reasons:

A. An adjustment to a customer's bill for the sewer volumetric charge for water used in filling a swimming pool. The credit will be based on the following calculation:

1. The customer shall be responsible for providing documentation as to the pools' physical dimensions in order to establish the amount of water used to fill the pool. The adjustment to a customer's bill will be based off this calculation plus up to 5%.
2. Water consumption for the pool volume must be in excess of the average consumption as established by the customer's three (3) previous month's billings.
3. Pool adjustments to volumes will only be allowed once in a twelve (12) month period. A customer may receive up to two credits with required documents proving it was necessary to refill the pool due to a repair.

B. An adjustment to a customer's bill for the sewer volumetric charge for water discharged as a result of a service line break on the customer's property. The credit will be based on water consumption which is in excess of the average consumption during the last twelve (12) months.

C. An adjustment to a customer's bill for the sewer volumetric charge for water used to irrigate new plantings/sod on the customer's property. The customer shall be responsible for providing documentation in the form of receipts, invoicing for purchases

and/or installation of the new plantings/sod or the requirements of a governmental authority such as a building department, land development regulations, etc. New plantings/sod shall be a minimum of the following.

New Plantings: 10 - 1-gallon containers; and/or
 5 - 3-gallon containers; and/or
 1 - tree with a trunk circumference of greater
 than 3 inches at chest height

Sod: 500 square feet

In either case mentioned above, credit for volumetric sewer billing based upon water used for irrigation purposes will only be allowed for up to two months. The volume credited shall not exceed the water amount specified for new plantings as described in IFAS, County Extension Bulletins, SFWMD booklets, etc...

Additionally, this allowance will only be granted once in any twelve (12) month period. The customer base water consumption will be based upon the average of the three highest months within the previous twelve months prior to the watering. A claim for this volumetric sewer credit must be made within two months of the irrigation usage.

D. An adjustment to a customer's account for documented damage to a customer's water meter by others. Documentation of the damage shall be provided by the customer or OUA employee and clearly indicate that the damage was done by others through no fault of the customer. The final judgment as to the cause of the damage and adjustment due, if any, shall be made by the Executive Director.

SECTION 46. POLICIES AND PROCEDURES MANUAL

Enforcement of this Resolution shall be implemented by the OUA Policies and Procedures Manual adopted by the OUA Board of Directors and amended as needed.

SECTION 47. SEVERABILITY

If any section, subsection, sentence, clause, phrase or a portion of this Resolution is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 48. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption pursuant to law.

DONE AND ADOPTED in regular session by the Okeechobee Utility Authority this
17th 21st day of ~~September~~ July 2024 2026.

ATTEST:

OKEECHOBEE UTILITY AUTHORITY

John F. Hayford III, Executive Director

~~Steven D. Nelson, Chairman~~
John Gilliland, Chairman

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

JULY 21, 2026

CONSENT AGENDA

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:
 5. Invoice from Kimley-Horn and Associates Inc. – Treasure Island Septic to Sewer
 6. Invoice from Marmer Construction, Inc – SW 5th Avenue Vacuum Sewer Project Phase I
 7. Invoices from CHA Consulting Inc – Pine Ridge Park Expansion Project
 8. Invoice from PRP Construction, LLC – Mallard Landing Gravity Sewer Expansion
 9. Invoice from Holtz Consulting Engineers, Inc. – Mallard Landing Gravity Sewer Expansion
 10. Invoice from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III
 11. Invoice from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III Booster Pump Station
 12. Invoice from Sumner Engineering & Consulting, Inc. – NW15 Pump Station Rehabilitation
 13. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Ave Vacuum Sewer Phase 1
 14. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Facilities Plan and SRF Application
 15. Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections Phase III Lots (Groups D, E and F)
 16. Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections Phase III Lots (Groups J through AA)
 17. Invoice from Nowlen, Holt & Miner, P.A.
 18. Invoice from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
 19. Invoice from Conely and Conely, P.A. – Legal Services
 20. Invoice from Thorn Run Partners
 21. Invoice from MacVicar Consulting, Inc.
 22. Surplus Items
 23. Operations Director Monthly Report

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

JULY 21, 2026

CONSENT AGENDA

INVOICE FROM KIMLEY-HORN AND ASSOCIATES, INC. – TREASURE ISLAND SEPTIC TO SEWER PROJECT

Please find attached invoice in the amount of \$52,056.60 submitted by Kimley-Horn and Associates, Inc. Staff is aware of the work currently being done by Kimley Horn and Associates, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$3,180,385.00
June 2023-Dec 2023	Pay Requests 1-8			\$712,022.40	\$2,468,362.60
Jan 2024-Nov 2024	Pay requests 9-19			\$677,327.14	\$1,791,035.46
Jan-25	20	Jan-25		\$24,402.26	\$1,766,633.20
Mar-25	21	Mar-25		\$15,790.35	\$1,750,842.85
Apr-25	22	Apr-25		\$41,543.27	\$1,709,299.58
Apr-25	23	Apr-25		\$36,097.22	\$1,673,202.36
Jun-25	24	Jun-25		\$33,759.66	\$1,639,442.70
Jul-25	25	Jul-25		\$23,081.35	\$1,616,361.35
Aug-25	26	Aug-25		\$64,448.15	\$1,551,913.20
		Change Order	\$86,000.00		\$1,465,913.20
Sep-25	27	Sep-25		\$55,448.57	\$1,410,464.63
Oct-25	28	Oct-25		\$82,217.76	\$1,328,246.87
Oct-25	29	Oct-25		\$12,076.78	\$1,316,170.09
Dec-25	30	Dec-25		\$63,272.00	\$1,252,898.09
Dec-25	31	Dec-25		\$170,889.28	\$1,082,008.81
Feb-26	32	Feb-26		\$44,152.20	\$1,037,856.61
Mar-26	33	Mar-26		\$52,919.50	\$984,937.11
Apr-26	34	Apr-26		\$106,408.65	\$878,528.46
May-26	35	May-26		\$70,884.62	\$807,643.84
Jun-26	36	Jun-26		\$25,351.40	\$782,292.44
Jul-26	37		\$52,056.60		\$730,235.84

Staff recommends approval of this invoice in the amount of \$52,056.60 to Kimley-Horn and Associates, Inc.

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 Account Number: 2073089159554
 ABA#: 121000248
 Please send remittance information to: payments@kimley-horn.com

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

OKEECHOBEE UTILITY AUTHORITY
 ATTN: JOHN HAYFORD
 OUA
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

Federal Tax Id: 56-0885615
 For Services Rendered through Jun 30, 2026

Invoice Amount: \$52,056.60

Invoice No: 36287611
 Invoice Date: Jun 30, 2026

Project No: 241093000.1
 Project Name: TREASURE ISLAND S2S
 Project Manager: VAN SICKLE, PETER

Client Reference: MSA180123
 PO# 0000011405

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
Task 1 - Project Validation and Kickoff Meeting	8,284.00	100.00%	8,284.00	8,284.00	0.00
Task 2 - Data Collection	13,891.00	100.00%	13,891.00	13,891.00	0.00
Task 3 - Model Development and Hydraulic Investigation	21,804.00	100.00%	21,804.00	21,804.00	0.00
Task 4 - Preliminary Design Report (PDR)	92,037.00	100.00%	92,037.00	92,037.00	0.00
Task 5 - Pre-Design Services					
i. Geotechnical Services	31,384.00	95.00%	29,814.80	28,245.60	1,569.20
ii. Site Survey	603,965.00	100.00%	603,965.00	603,965.00	0.00
iii. Environmental Services	24,257.00	70.00%	16,979.90	16,979.90	0.00
iv. Structural Services	95,413.00	70.00%	66,789.10	66,789.10	0.00
V. Electrical, Instrumentation, Controls, and MEP Services	74,642.00	70.00%	52,249.40	52,249.40	0.00
Task 6 - Permitting and Easement/ROW Acquisition Support	159,775.00	75.00%	119,831.25	119,831.25	0.00
Task 7 - Meetings	48,503.00	65.00%	31,526.95	31,526.95	0.00
Task 8 - Project Management	38,060.00	70.00%	26,642.00	26,642.00	0.00
Task 9 - 30% Preliminary Design	526,345.00	100.00%	526,345.00	526,345.00	0.00
Task 10 - 60% Design	620,228.00	67.00%	415,552.76	415,552.76	0.00
Task 11 - 90% Design	504,874.00	50.00%	252,437.00	201,949.60	50,487.40
Task 12 - Final Design	261,335.00	0.00%	0.00	0.00	0.00
Task 13 - Bidding Services	55,588.00	0.00%	0.00	0.00	0.00
Amendment #1					

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 Account Number: 2073089159554
 ABA#: 121000248
 Please send remittance information to: payments@kimley-horn.com

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

OKEECHOBEE UTILITY AUTHORITY
 ATTN: JOHN HAYFORD
 OUA
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

Federal Tax Id: 56-0885615
 For Services Rendered through Jun 30, 2026

Invoice Amount: \$52,056.60

Invoice No: 36287611
 Invoice Date: Jun 30, 2026

Project No: 241093000.1
 Project Name: TREASURE ISLAND S2S
 Project Manager: VAN SICKLE, PETER

Client Reference: MSA180123
 PO# 0000011405

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
Task 5 - Pre-Design Services					
ii. Site Survey	18,000.00	100.00%	18,000.00	18,000.00	0.00
Task 11 - 90% Design					
i. Phase 1 - Softdigs	8,000.00	100.00%	8,000.00	8,000.00	0.00
ii. Phase 2 - Softdigs	60,000.00	100.00%	60,000.00	60,000.00	0.00
Subtotal	3,266,385.00	72.38%	2,364,149.16	2,312,092.56	52,056.60
Total LUMP SUM					52,056.60

Total Invoice: \$52,056.60

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

JULY 21, 2026

CONSENT AGENDA

INVOICE FROM MARMER CONSTRUCTION, INC.

Please find attached invoice in the amount of \$197,148.23 submitted by Marmer Construction, Inc. Staff is aware of the work currently being done by Marmer Construction, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$4,728,321.51
Jul-26	1		\$197,148.23		\$4,531,173.28

Staff recommends approval of this invoice in the amount of \$197,148.23 to Marmer Construction, Inc.



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

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

July 10, 2026

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

RE: SW 5th Avenue Vacuum Sewer Project Phase 1
Marmer Construction, Inc. – Pay Application No. 1

Mr. Hayford:

Please find attached Pay Application No. 1 for the above-referenced project, recommended for payment in the amount of \$197,148.23, which covers work confirmed to have been completed for the period from Notice to Proceed to June 30, 2026, less the required 5% retainage. Please note that this initial pay application covers a portion of mobilization costs as defined in the project Summary of Work, along with the contract value for indemnification. No site work is included in this application. Future recommendations for approval will be accompanied by a monthly report, construction photos, etc.

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.

1

Application Period: 06/01/2026-06/30/2026		Application Date: 6/25/2026
To (Owner): Okeechobee Utility Authority	From (Contractor): Marmer Construction, Inc.	Via (Engineer): Sumner Engineering & Consulting, Inc.
Project: SW 5th Ave Vacuum Sewer Project	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 4,728,321.51
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 4,728,321.51
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 207,524.45
			5. RETAINAGE:	
			a. 5% X \$207,524.45 Work Completed.....	\$ 10,376.22
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 10,376.22
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 197,148.23
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ 197,148.23
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 4,531,173.28
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

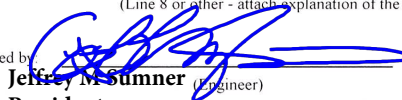
Contractor's Certification

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: Martin Wohl Date: 6/29/2026

Payment of: \$ 197,148.23
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  **July 10, 2026**
 Jeffrey M. Sumner (Engineer) (Date)
President

Payment of: \$ 197,148.23
 (Line 8 or other - attach explanation of the other amount)

is approved by: **July 21, 2026**
John Gilliland (Owner) (Date)
Chairperson

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

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):					Application Number: #1			
Application Period: 06/01/2026-06/30/2026					Application Date: 6/25/2026			
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
1	Mobilization	\$590,311.08		\$163,194.45		\$163,194.45	27.6%	\$427,116.63
2	Indemnification	\$44,330.00		\$44,330.00		\$44,330.00	100.0%	
3	As-Built Record Drawings	\$55,577.50						\$55,577.50
4	Maintenance of Traffic	\$13,398.00						\$13,398.00
5	Existing Utility Location/Identification	\$22,330.00						\$22,330.00
6	NPDES General Construction Permit Compliance	\$20,879.10						\$20,879.10
10.A	Excavation and Dewatering	\$67,875.50						\$67,875.50
10.B	Building Shell	\$500,659.83						\$500,659.83
10.C	Roof	\$22,770.00						\$22,770.00
10.D	Overhead Bridge Hoist	\$93,500.00						\$93,500.00
10.E	Miscellaneous (Gutters, Hose, Bibs, Lights, Etc.)	\$2,200.00						\$2,200.00
10.F	Generator	\$267,782.90						\$267,782.90
10.G	Electrical (Equipment Only)	\$95,000.00						\$95,000.00
10.H	Electrical (Conduits, Wire, Labor, Etc.)	\$581,500.00						\$581,500.00
10.I	Vacuum Skids (Vacuum Pumps, Tanks, and Sewage Pumps)	\$627,852.50						\$627,852.50
10.J	Interior Piping	\$15,000.00						\$15,000.00
10.K	Yard Piping and Valves	\$5,000.00						\$5,000.00
10.L	Interior / Exterior Finishes	\$84,137.90						\$84,137.90
10.M	HVAC	\$45,079.70						\$45,079.70
10.N	Louvers and Metalwork	\$5,000.00						\$5,000.00
10.O	Odor Control	\$38,912.50						\$38,912.50
10.P	Plumbing	\$22,515.00						\$22,515.00
10.Q	Bathroom	\$7,194.50						\$7,194.50
10.R	Doors	\$47,656.82						\$47,656.82
10.S	Concrete Drive	\$79,640.00						\$79,640.00
10.T	Underdrain	\$11,385.00						\$11,385.00
10.U	General Sitework (Clearing, Grading, Etc.)	\$61,300.00						\$61,300.00
10.V	Fencing	\$16,500.00						\$16,500.00
10.W	Landscaping	\$7,925.50						\$7,925.50
14	Pavement Marking's/Restoration Allowance	\$15,000.00						\$15,000.00
15	Miscellaneous Work Allowance	\$400,000.00						\$400,000.00
	Totals	\$3,868,213.33		\$207,524.45		\$207,524.45		\$3,660,688.88

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 1 of 1

WAIVER & RELEASE OF LIEN

PROJECT: (name & address)

SW 5th Ave Vacuum Sewer Project
208 SW 23rd St
Okeechobee, Florida 34974

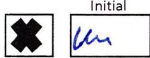
OWNER: (name & address)

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

WHEREAS THE UNDERSIGNED [X] Contractor, [] Subcontractor, [] Supplier, [] Architect or Engineer, or [] _____
has provided labor, services, materials or equipment, for the above project, under an agreement with:

Marmer Construction

in its capacity as [X] Owner or Owner's agent, [] Contractor, [] Subcontractor, [] Architect or Engineer.

Section A: (check and initial only ONE of the following)

PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or equipment provided in the amount of \$ 197,148.23 covering the following Partial Payment Request(s) or invoice(s): (attached attach additional pages if necessary).

DATE:

06/30/2026

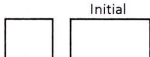
PAY REQUEST or INVOICE NUMBER

App #1

AMOUNT

\$197,148.23

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of 06/30/2026



FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or equipment provided in the amount of \$ _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

Section B: (check and initial only ONE of the following)

CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgement or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ 0.00 in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR



UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME Marmer Construction, Inc
COMPANY ADDRESS: 3321 US Hwy 27 South
Sebring, Florida 33870

SIGNED: _____

TITLE: Merideth Wohl – Vice President

State of: Florida
County of: Highlands

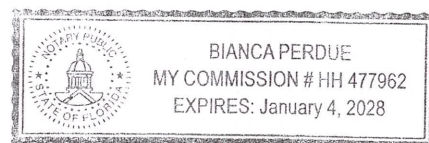
Subscribed and sworn to before me this

29 day of June, 2026

NOTARY PUBLIC

SIGNED: Bianca Perdue

My Commission Expires: 01/04/2028



OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

JULY 21, 2026

CONSENT AGENDA

INVOICES FROM CHA CONSULTING, INC. – PINE RIDGE PARK EXPANSION PROJECT

Please find attached invoices in the amounts of \$3,059.50 AND \$1,309.92 and is in agreement with this request.

Staff recommends approval of these invoices in the amount of \$3,059.50 AND \$1,309.92 to CHA Consulting, Inc.



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

June 8, 2026
Project No: 192612.000
Invoice No: 192612-06A

PO#: PO 12545

Project 192612.000 OUA-Pine Ridge Park Expansion Project
Professional Services from May 2, 2026 to May 29, 2026

Phase	0000001	Design		
Total Current Billing		27,200.00		
Percent Complete	100.00	Total Earned	27,200.00	
		Previous Fee Billing	27,200.00	
		Current Fee Billing	0.00	
		Total Current Billing		0.00

Phase	0000002	Services During Construction		
Professional Personnel				
		Hours	Rate	Amount
Engineer 7				
Bortz, Stephanie	1.00	219.00		219.00
Engineer 3				
Tahaoglu, Ahmet	9.00	108.00		972.00
Engineer 2				
Kaminski, Hunter	18.50	101.00		1,868.50
Totals	28.50			3,059.50
Total Labor				3,059.50
Billing Limits	Current	Prior	To-Date	
Total Billings	3,059.50	5,466.41	8,525.91	
Limit			18,500.00	
Remaining			9,974.09	
		Total this Invoice		\$3,059.50

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE
Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

PO BOX 845746 | Boston, MA 02284-5746 | Worksource - 845746 | T: (518) 453-4500 | F: (518) 458-1735
CHASOLUTIONS.COM

Project	192612.000	OUA-Pine Ridge Park Expansion Project	Invoice	192612-06A
---------	------------	---------------------------------------	---------	------------

Billings to Date

	Current	Prior	Total
Fee	0.00	27,200.00	27,200.00
Labor	3,059.50	7,916.00	10,975.50
Expense	0.00	506.16	506.16
Totals	3,059.50	35,622.16	38,681.66

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE

Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

PO BOX 845746 | Boston, MA 02284-5746 | Worksource - 845746 | T: (518) 453-4500 | F: (518) 458-1735
CHASOLUTIONS.COM



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

June 8, 2026
Project No: 192612.000
Invoice No: 192612-06B

PO#: PO 12545

Project 192612.000 OUA-Pine Ridge Park Expansion Project
Professional Services from May 2, 2026 to May 29, 2026

Phase	0000001	Design			
Total Current Billing		27,200.00			
Percent Complete		100.00	Total Earned	27,200.00	
			Previous Fee Billing	27,200.00	
			Current Fee Billing	0.00	
			Total Current Billing		0.00

Phase	0000002	Services During Construction			
Professional Personnel					
			Hours	Rate	Amount
Engineer 2					
Mock, Ashlyn			12.50	101.00	1,262.50
Totals			12.50		1,262.50
Total Labor					1,262.50
Reimbursable Expenses					
Direct Miscellaneous - Mileage					
5/22/2026	Mock, Ashlyn	Pine Ridge Park Expansion Inspection		47.42	
Total Reimbursables			1.0 times	47.42	47.42
Total this Invoice					\$1,309.92

PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE
Bank Name: Citizens Bank NA - Account Name: CHA Consulting, Inc. | Account #: 4011254230 - ABA #: 021313103
Supporting remittance information should be sent via email to remittances@chasolutions.com

PO BOX 845746 | Boston, MA 02284-5746 | Worksource - 845746 | T: (518) 453-4500 | F: (518) 458-1735
CHASOLUTIONS.COM

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM PRP CONSTRUCTION, LLC – MALLARD LANDING GRAVITY SEWER
EXPANSION**

Please find attached invoice in the amount of \$106,470.00 submitted by PRP Construction, LLC. Staff is aware of the work currently being done by PRP Construction, LLC. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$807,190.00
Feb-26	1	Feb-26		\$66,798.00	\$740,392.00
Mar-26	2	Mar-26		\$257,922.00	\$482,470.00
Apr-26	3	Apr-26		\$33,975.00	\$448,495.00
May-26	4	May-26		\$176,278.50	\$272,216.50
Jun-26	5	Jun-26		\$75,019.50	\$197,197.00
Jul-26	6		\$106,470.00		\$90,727.00

Staff recommends approval of this invoice in the amount of \$106,470.00 to PRP Construction, LLC.



HOLTZ CONSULTING ENGINEERS, INC

July 8, 2026

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

Subject: **Okeechobee Utility Authority
Mallard Landing Gravity Sewer Expansion
PRP Construction, LLC
Application for Payment No. 6**

Dear Mr. Hayford,

Attached is Application for Payment No. 6 and supporting documents for the above-referenced project, as submitted by PRP Construction, LLC. This requisition is for payment, less 10 percent retainage, for mobilization/demobilization, asphalt milling and overlay, and approved contingency items associated with this project.

The amount of payment requested after deducting the required retainage and for work completed is **\$106,470.00.**

To the best of our knowledge, the work included in this pay request has been satisfactorily completed in accordance with the Contract Documents and the amounts requested are as outlined in the approved Schedule of Values. Holtz Consulting Engineers therefore recommends payment to be made in the amount requested.

If you should have any questions, please contact our office.

Sincerely,
HOLTZ CONSULTING ENGINEERS, INC.


Christine Miranda, PE
Vice President

Attachments – Signed copy of Application for Payment No. 6

cc: Peggy Sheltra, PRP Construction, LLC
File

TO (OWNER/REP):	OUA	PO 12727	APPLICATION NO.: 6.0
ADDRESS:	100 SW 5TH AVE , OKEECHOBEE, FL 34974		PERIOD FROM: 6/1/2026
FROM (CONTRACTOR):	PRP CONSTRUCTION, LLC 8300 SW SPRINGHAVEN AVE., INDIANTOWN, FL 34956		TO: 6/30/2026
	8300 SW SPRINGHAVEN AVE, INDIANTOWN, FL. 34956		CONTACTOR PROJECT NO.:
			CONTRACT DATE:
CONTRACT FOR: MALLARD LANDING SANITARY SEWER GRAVITY SYSTEM EXT			

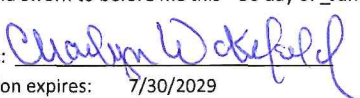
CHANGE ORDER SUMMARY			
CHANGE ORDERS APPROVED BY OWNER			
NO.	DESCRIPTION	ADDITIONS	DELETIONS
1		\$ -	\$ -
2		\$ -	\$ -
3		\$ -	\$ -
4		\$ -	\$ -
5		\$ -	\$ -
6		\$ -	\$ -
7		\$ -	\$ -
8		\$ -	\$ -
9		\$ -	\$ -
TOTALS		\$ -	\$ -
NET CHANGE BY CHANGE ORDERS		\$ -	\$ -

Application is made for payment, as shown below, according to the CONTRACT DOCUMENTS and Continuation Sheet (s) attached.			
1.	ORIGINAL CONTRACT SUM	*****	\$ 807,190.00
2.	Net change by Change Orders	*****	\$ -
3.	CONTRACT SUM TO DATE	*****	\$ 807,190.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column L on Continuation Sheet (s))	*****	\$ 796,070.00
5.	RETAINAGE (10%)	*****	\$ 79,607.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less line 5)	*****	\$ 716,463.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	*****	\$ 609,993.00
8.	CURRENT PAYMENT DUE	*****	\$ 106,470.00
9.	BALANCE TO FINISH PLUS RETAINAGE (Line 3 less line 6)	*****	\$ 90,727.00

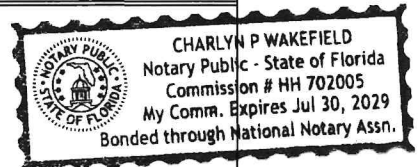
CONTRACTOR'S CERTIFICATION
I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payment to all Subcontractors, laborers, materialmen and suppliers except as listed below and The undersigned Contractor certifies that Work covered by this Application for Payment has been completed according to the Contract Documents, that all amounts have been paid by the Contractor for Work done by any Subcontractor for Work for which previous Certifications of Payments were issued and payments received from Owner, and that current Payment is now due in accordance with the Contract Documents and all Federal, State and Local Laws.
CONTRACTOR: BY: <u></u> DATE: 6/30/2026 Peggy Sheltra

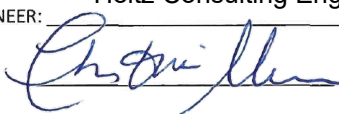
State of: FLORIDA COUNTY OF: MARTIN

Subscribed and sworn to before me this 30 day of June, 2026.

Notary Public: 

My Commission expires: 7/30/2029



AMOUNT CERTIFIED:	\$ 106,470.00
Holtz Consulting Engineers, Inc. ENGINEER: <u></u> BY: <u></u> DATE: 7/8/26	
THE AMOUNT CERTIFIED PAYABLE ONLY TO CONTRACTOR NAMED HEREIN	

PRP CONSTRUCTION, LLC 8300 SW SPRINGHAVEN AVE., INDIANTOWN,FL 34956						Page 1 of this Application and Certificate of Payment, containing Contractor's signed Certification is attached. In tabulations below, totals and sub-totals must coincide with updated Contract Amount.						APPLICATION NO.: 6.0 PERIOD FROM: 6/1/2026 TO: 6/30/2026			
PO12727 Project : MALLARDS LANDING SANITARY SEWER GRAVITY SYSTEM EXT															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Item No.	Item	CONTRACT				QUANTITIES			AMOUNT (\$)			Balance To Finish (F-L)	% Complete (L/F)	Retainage (\$) (L*10%)	
		Quantity	Unit	Unit Price (\$)	Schedule of Values (\$)	Previous Invoices	Current Invoice	Total (G+H)	Previous Invoices	Current Invoice	Total (J+K)				
1	MOBILIZATION/ DEMOBILIZATION(INC, GC'S,MOT AND SAFETY)	1.00	LS	\$ 35,000.00	\$ 35,000.00	0.75	0.25	1	\$ 26,250.00	\$ 8,750.00	\$ 35,000.00	\$ -	100.0%	\$ 3,500.00	
2	FURNISH AND INSTALL 10-INCH SDR-26PVC GRAVITY SEWER(0'-8')	1605	LF	\$96.00	\$ 154,080.00	1590		1590	\$ 152,640.00	\$ -	\$ 152,640.00	\$ 1,440.00	99.1%	\$ 15,264.00	
3	FURNISH AND INSTALL 4' MANHOLE(0'-8')	6	EA	\$9,150.00	\$ 54,900.00	6		6	\$ 54,900.00	\$ -	\$ 54,900.00	\$ -	100.0%	\$ 5,490.00	
4	FURNISH AND INSTALL 6' SINGLES SERVICE LATERAL W/ CLEANOUT	23	EA	\$3,200.00	\$ 73,600.00	26		26	\$ 83,200.00	\$ -	\$ 83,200.00	\$ (9,600.00)	113.0%	\$ 8,320.00	
5	FURNISH AND INSTALL 6 INCH DOUBLE SERVICE LATERAL W/ CLEANOUT	8	EA	\$3,750.00	\$ 30,000.00	7		7	\$ 26,250.00	\$ -	\$ 26,250.00	\$ 3,750.00	87.5%	\$ 2,625.00	
6	CONNECT NEW 10 INCH SANITARY SEWER GRAVITY MAINTO EXISTING 8 INCH STUB OUT	2	EA	\$2,200.00	\$ 4,400.00	2		2	\$ 4,400.00	\$ -	\$ 4,400.00	\$ -	100.0%	\$ 440.00	
7	CORE AND TIE IN PROPOSED 10 INCHSANITARY SEWER GRAVITY MAIN TO EXISTING MANHOLE	1	LS	\$6,580.00	\$ 6,580.00	1		1	\$ 6,580.00	\$ -	\$ 6,580.00	\$ -	100.0%	\$ 658.00	
8	SODDING	1	LS	\$30,000.00	\$ 30,000.00	1		1	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	100.0%	\$ 3,000.00	
9	202,204,& 206 NW 11TH ST SANITARY SEWER CONNECTION	1	LS	\$6,590.00	\$ 6,590.00	1		1	\$ 6,590.00	\$ -	\$ 6,590.00	\$ -	100.0%	\$ 659.00	
10	1020,1024,& 1028 NW 3RD AVE SANITARY SEWER CONNECTION	1	LS	\$6,710.00	\$ 6,710.00	1		1	\$ 6,710.00	\$ -	\$ 6,710.00	\$ -	100.0%	\$ 671.00	
11	116,118,& 120 NW 11TH STREET SANITARY SEWER CONNECTION	1	LS	\$6,580.00	\$ 6,580.00	1		1	\$ 6,580.00	\$ -	\$ 6,580.00	\$ -	100.0%	\$ 658.00	
12	203.205 &207 NW 11TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,740.00	\$ 7,740.00	1		1	\$ 7,740.00	\$ -	\$ 7,740.00	\$ -	100.0%	\$ 774.00	
13	104,106 & 108 NW 11TH STREET SANITARY SEWER CONNECTION	1	LS	\$6,700.00	\$ 6,700.00	1		1	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	100.0%	\$ 670.00	
14	100 & 102 NW 11TH STREET SANITARY SEWER CONNECTION	1	LS	\$6,190.00	\$ 6,190.00	1		1	\$ 6,190.00	\$ -	\$ 6,190.00	\$ -	100.0%	\$ 619.00	
15	214 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,160.00	\$ 7,160.00	1		1	\$ 7,160.00	\$ -	\$ 7,160.00	\$ -	100.0%	\$ 716.00	
16	210 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,280.00	\$ 7,280.00	1		1	\$ 7,280.00	\$ -	\$ 7,280.00	\$ -	100.0%	\$ 728.00	
17	206 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$8,180.00	\$ 8,180.00	1		1	\$ 8,180.00	\$ -	\$ 8,180.00	\$ -	100.0%	\$ 818.00	
18	205 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,160.00	\$ 7,160.00	1		1	\$ 7,160.00	\$ -	\$ 7,160.00	\$ -	100.0%	\$ 716.00	
19	202 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,500.00	\$ 7,500.00	1		1	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	100.0%	\$ 750.00	
20	201 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,100.00	\$ 7,100.00	1		1	\$ 7,100.00	\$ -	\$ 7,100.00	\$ -	100.0%	\$ 710.00	
21	113 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$6,190.00	\$ 6,190.00	1		1	\$ 6,190.00	\$ -	\$ 6,190.00	\$ -	100.0%	\$ 619.00	
22	112 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,250.00	\$ 7,250.00	1		1	\$ 7,250.00	\$ -	\$ 7,250.00	\$ -	100.0%	\$ 725.00	
23	105 NW 12TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,350.00	\$ 7,350.00	1		1	\$ 7,350.00	\$ -	\$ 7,350.00	\$ -	100.0%	\$ 735.00	
24	214 NW 13TH STREET SANITARY SEWER CONNECTION	1	LS	\$6,350.00	\$ 6,350.00	1		1	\$ 6,350.00	\$ -	\$ 6,350.00	\$ -	100.0%	\$ 635.00	
25	213 NW 13TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,500.00	\$ 7,500.00	1		1	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	100.0%	\$ 750.00	
26	209 NW 13TH STREET SANITARY SEWER CONNECTION	1	LS	\$6,320.00	\$ 6,320.00	1		1	\$ 6,320.00	\$ -	\$ 6,320.00	\$ -	100.0%	\$ 632.00	
27	208 NW 13TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,670.00	\$ 7,670.00	1		1	\$ 7,670.00	\$ -	\$ 7,670.00	\$ -	100.0%	\$ 767.00	
28	207 NW 13TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,350.00	\$ 7,350.00	1		1	\$ 7,350.00	\$ -	\$ 7,350.00	\$ -	100.0%	\$ 735.00	
29	201 NW 13TH STREET SANITARY SEWER CONNECTION	1	LS	\$7,300.00	\$ 7,300.00	1		1	\$ 7,300.00	\$ -	\$ 7,300.00	\$ -	100.0%	\$ 730.00	
30	1301 N PARROTAVE SANITARY SEWER CONNECTION	1	LS	\$9,380.00	\$ 9,380.00	1		1	\$ 9,380.00	\$ -	\$ 9,380.00	\$ -	100.0%	\$ 938.00	
31	LANDSCAPING, DRIVEWAYAND MISC RESTORATION	1	LS	\$20,000.00	\$ 20,000.00	1		1	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	100.0%	\$ 2,000.00	
32	FURNISH AND PLACE ASPHALT CONCRETE TRENCH RESTORATION	2000	SY	\$58.00	\$ 116,000.00	2000		2000	\$ 116,000.00	\$ -	\$ 116,000.00	\$ -	100.0%	\$ 11,600.00	
33	ASPHALT MILLING AND OVERLAY INCLUDING PAVEMENT MARKINGS	4170	SY	\$24.00	\$ 100,080.00	0	4170	4170	\$ -	\$ 100,080.00	\$ 100,080.00	\$ -	100.0%	\$ 10,008.00	
34	CONTINGENCY	1	LS	\$25,000.00	\$ 25,000.00		0.3788	0.3788	\$ -	\$ 9,470.00	\$ 9,470.00	\$ 15,530.00	37.9%	\$ 947.00	
Sub-Total (Schedule I)					\$ 807,190.00				\$ 677,770.00	\$ 118,300.00	\$ 796,070.00	\$ 11,120.00	98.6%	\$ 79,607.00	

PRP CONSTRUCTION, LLC 8300 SW SPRINGHAVEN AVE., INDIANTOWN, FL 34956					Page 1 of this Application and Certificate of Payment, containing Contractor's signed Certification is attached. In tabulations below, totals and sub-totals must coincide with updated Contract Amount.					APPLICATION NO.: 6.0 PERIOD FROM: 6/1/2026 TO: 6/30/2026							
PO12727 Project : MALLARDS LANDING SANITARY SEWER GRAVITY SYSTEM EXT																	
A	B				C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.					CONTRACT				QUANTITIES			AMOUNT (\$)			(\$)	%	Retainage
					Quantity	Unit	Unit Price	Schedule of Values	Previous Invoices	Current Invoice	Total (G+H)	Previous Invoices	Current Invoice	Total (J+K)	Balance To Finish (F-L)	Comple ^e (L/F)	(\$) (L*10%)
PROJECT SUMMARY																	
Sub-Total (Schedule I)					\$ 807,190.00							\$ 677,770.00	\$ 118,300.00	\$ 796,070.00	\$ 11,120.00	99%	\$ 79,607.00
Total Schedule 1					\$ 807,190.00							\$ 677,770.00	\$ 118,300.00	\$ 796,070.00	\$ 11,120.00	98.6%	\$ 79,607.00
Contract Totals					\$ 807,190.00							\$ 677,770.00	\$ 118,300.00	\$ 796,070.00	\$ 11,120.00	98.6%	\$ 79,607.00

**MALLARD LANDINGS CO 1 - FLOWABLE FILL SEPTIC
TANK - 209 NW 13TH STREET
PRP CONSTRUCTION GROUP**



8300 SW SPRINGHAVEN AVE
INDIANTOWN, FL 34956

Contact: Dave Moore
Phone: (772) 597-6923
Email: prpdmoore@gmail.com

Quote To: Christine Miranda, P.E.
Holtz Consulting Engineers, Inc.
Phone: (561) 575-2005
Email: christine.miranda@holtzconsulting.com

Proposal Date: May 5, 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	FILL SEPTIC TANK WITH FLOWABLE FILL	1.00	LS	2,310.00	2,310.00
GRAND TOTAL					\$2,310.00

NOTES:

1. This change order proposal is for concrete material and pump sub only. No additional labor was added.

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its receipt is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires sixty (60) days from the date hereof, but may be accepted at any later date at the sole option of PRP Construction Group,

ACCEPTED:

(Firm Name)

(Signature)

(Printed Name & Title)

(Date)

Respectfully Submitted: Peggy Sheltra

PRP Construction Group, LLC

(Date)

C/O

MALLARD LANDINGS CO 2 - ADDED SERVICE - 1301 N PARROT AVENUE



PRP CONSTRUCTION GROUP

8300 SW SPRINGHAVEN AVE

INDIANTOWN, FL 34956

Contact: Dave Moore

Phone: (772) 597-6923

Email: prpdmoores@gmail.com

Quote To:

Christine Miranda, P.E.
Holtz Consulting Engineers, Inc.
(561) 575-2005
christine.miranda@holtzconsulting.com

Proposal Date:

May 19, 2026

Phone:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	SEWER CONNECTION - 1301 N PARROT AVE	1.00	LS	7,160.00	7,160.00
GRAND TOTAL					\$7,160.00

NOTES:

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its' receipt is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires sixty (60) days from the date hereof, but may be accepted at any later date at the sole option of PRP Construction Group,

ACCEPTED:

Respectfully Submitted: Peggy Sheltra

(Firm Name)

PRP Construction Group, LLC

(Signature)

(Date)

(Printed Name & Title)

(Date)

C/O

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – MALLARD LANDING GRAVITY
SEWER EXPANSION**

Please find attached invoice in the amount of \$595.00 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$59,760.00
Feb-25	1	Feb-25		\$16,465.00	\$43,295.00
Mar-25	2	Mar-25		\$8,865.00	\$34,430.00
Apr-25	3	Apr-25		\$1,970.00	\$32,460.00
Jun-25	4	Jun-25		\$3,086.00	\$29,374.00
Aug-25	5	Aug-25		\$2,454.00	\$26,920.00
Aug-25	6	Aug-25		\$1,560.00	\$25,360.00
Sep-25	7	Sep-25		\$1,560.00	\$23,800.00
Oct-25	8	Oct-25		\$1,190.00	\$22,610.00
Dec-25	9	Dec-25		\$3,570.00	\$19,040.00
Jan-26	10	Jan-26		\$1,190.00	\$17,850.00
Feb-26	11	Feb-26		\$3,570.00	\$14,280.00
Mar-26	12	Mar-26		\$3,570.00	\$10,710.00
Apr-26	13	Apr-26		\$5,950.00	\$4,760.00
May-26	14	May-26		\$2,380.00	\$2,380.00
Jun-26	15	Jun-26		\$1,190.00	\$1,190.00
Jul-26	16		\$595.00		\$595.00

Staff recommends approval of this invoice in the amount of \$595.00 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

270 South Central Boulevard, Suite 207
Jupiter, FL 33458
Phone: (561) 575-2005 Fax: (561) 575-2009

INVOICE DATE: July 10, 2026
INVOICE #: **1092401-16**
CLIENT: OUA
PROJECT: Mallard Landing Gravity
Sewer Expansion

Purchase Order: **0000012081**

Bill To:

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

Lump Sum Contract Amount:	\$	59,760.00
Prior Invoices to Date:	\$	58,570.00
This Invoice Amount:	\$	595.00
Remaining Balance:	\$	595.00

THIS INVOICE AMOUNT: \$ **595.00**

Please make checks payable to: **Holtz Consulting Engineers, Inc.**
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

If you have any questions concerning this invoice, please contact Christine Miranda at (863) 824-7200
HCE will never communicate changes to invoicing, payment procedures, and/or account number information in an email. All financial communications will be in writing via certified mail.

Holtz Consulting Engineers, Inc.



Summary of Invoice by Task Amount

Billing Period Thru:

June 30, 2026

Invoice #:

1092401-16

PROJECT:

Mallard Landing
Gravity Sewer
Expansion
0

TASK	DESCRIPTION	FULL AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT BILLED TO DATE	PREVIOUSLY BILLED	THIS INVOICE AMOUNT	BALANCE REMAINING
1	Surveying Services	\$ 9,570.00	100%	\$ 9,570.00	\$ 9,570.00	\$ -	\$ -
2	Design Services	\$ 19,700.00	100%	\$ 19,700.00	\$ 19,700.00	\$ -	\$ -
3	Permitting Services	\$ 2,790.00	100%	\$ 2,790.00	\$ 2,790.00	\$ -	\$ -
4	Bidding Services	\$ 3,900.00	100%	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -
5	Engineering Services During Construction	\$ 23,800.00	98%	\$ 23,205.00	\$ 22,610.00	\$ 595.00	\$ 595.00
		\$ 59,760.00		\$ 59,165.00	\$ 58,570.00	\$ 595.00	
							\$ 595.00

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – SR 78 WATERMAIN
IMPROVEMENTS PHASE 3**

Please find attached invoice in the amount of \$17,862.00 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$399,895.00
Mar-26	1	Mar-26		\$53,586.00	\$346,309.00
Apr-26	2	Apr-26		\$35,724.00	\$310,585.00
May-26	3	May-26		\$17,862.00	\$292,723.00
Jun-26	4	Jun-26		\$8,931.00	\$283,792.00
Jul-26	5		\$17,862.00		\$265,930.00

Staff recommends approval of this invoice in the amount of \$17,862.00 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

270 South Central Boulevard, Suite 207
Jupiter, FL 33458
Phone: (561) 575-2005 Fax: (561) 575-2009

INVOICE DATE: July 10, 2026
INVOICE #: 12709-5
CLIENT: OUA
PROJECT: State Rd. 78 West Phase III
WM Improvements

Purchase Order: 0000012709

Bill To:

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

Lump Sum Contract Amount:	\$	399,895.00
Prior Invoices to Date:	\$	116,103.00
This Invoice Amount:	\$	17,862.00
Remaining Balance:	\$	265,930.00

THIS INVOICE AMOUNT: \$ 17,862.00

Please make checks payable to: **Holtz Consulting Engineers, Inc.**
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

If you have any questions concerning this invoice, please contact Christine Miranda at (863) 824-7200

HCE will never communicate changes to invoicing, payment procedures, and/or account number information in an email. All financial communications will be in writing via certified mail.

Summary of Invoice by Task Amount



State Rd. 78 West Phase III WM Improvements

TASK	DESCRIPTION	FULL AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT BILLED TO DATE	PREVIOUSLY BILLED	THIS INVOICE AMOUNT	BALANCE REMAINING
1	Engineering Design Services	\$ 178,620.00	75%	\$ 133,965.00	\$ 116,103.00	\$ 17,862.00	\$ 44,655.00
2	Permitting	\$ 5,510.00	0%	\$ -	\$ -	\$ -	\$ 5,510.00
3	Bidding	\$ 6,985.00	0%	\$ -	\$ -	\$ -	\$ 6,985.00
4	Engineering Services During Construction	\$ 208,780.00	0%	\$ -	\$ -	\$ -	\$ 208,780.00
		\$ 399,895.00		\$ 133,965.00	\$ 116,103.00	\$ 17,862.00	
							\$ 265,930.00

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM HOLTZ CONSULTING ENGINEERS, INC. – SR 78 WATERMAIN
IMPROVEMENTS PHASE 3 – BOOSTER PUMP STATION**

Please find attached invoice in the amount of \$16,963.50 submitted by Holtz Consulting Engineers, Inc. Staff is aware of the work currently being done by Holtz Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$264,547.00
Jun-26	1	Jun-26		\$11,526.75	\$253,020.25
Jul-26	2		\$16,963.50		\$236,056.75

Staff recommends approval of this invoice in the amount of \$16,963.50 to Holtz Consulting Engineers, Inc.

Holtz Consulting Engineers, Inc.

INVOICE

270 South Central Boulevard, Suite 207
Jupiter, FL 33458
Phone: (561) 575-2005 Fax: (561) 575-2009

INVOICE DATE: July 10, 2026
INVOICE #: 1092402-2
CLIENT: OUA
PROJECT: State Rd. 78 West Phase III
WM Improvements Booster
Pump Station
Purchase Order: 0000012810

Bill To:

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

Lump Sum Contract Amount:	\$	264,547.00
Prior Invoices to Date:	\$	11,526.75
This Invoice Amount:	\$	16,963.50
Remaining Balance:	\$	236,056.75

THIS INVOICE AMOUNT: \$ 16,963.50

Please make checks payable to: **Holtz Consulting Engineers, Inc.**
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

If you have any questions concerning this invoice, please contact Christine Miranda at (863) 824-7200

HCE will never communicate changes to invoicing, payment procedures, and/or account number information in an email. All financial communications will be in writing via certified mail.

Summary of Invoice by Task Amount



TASK	DESCRIPTION	FULL AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT BILLED TO DATE	PREVIOUSLY BILLED	THIS INVOICE AMOUNT	BALANCE REMAINING
1	Surveying Services	\$ 3,045.00	100%	\$ 3,045.00	\$ 3,045.00	\$ -	\$ -
2	Geotechnical Engineering Services	\$ 20,902.00	0%	\$ -	\$ -	\$ -	\$ 20,902.00
3	Design Services	\$ 169,635.00	15%	\$ 25,445.25	\$ 8,481.75	\$ 16,963.50	\$ 144,189.75
3a	Chemical Feed System Addition	\$ 25,880.00	0%	\$ -	\$ -	\$ -	\$ 25,880.00
4	Permitting Services	\$ 35,625.00	0%	\$ -	\$ -	\$ -	\$ 35,625.00
5	Bidding Services	\$ 9,460.00	0%	\$ -	\$ -	\$ -	\$ 9,460.00
		\$ 264,547.00		\$ 28,490.25	\$ 11,526.75	\$ 16,963.50	
							\$ 236,056.75

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

JULY 21, 2026

CONSENT AGENDA

INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC – NW 15 REHABILITATION

Please find attached the invoice in the amount of \$8,436.11 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
					\$189,600.00
Sep-25	1	Sep-25		\$36,810.00	\$152,790.00
Oct-25	2	Oct-25		\$30,160.00	\$122,630.00
Dec-25	3	Dec-25		\$8,430.00	\$114,200.00
Feb-26	4	Feb-26		\$4,488.00	\$109,712.00
Mar-26	5	Mar-26		\$23,407.00	\$86,305.00
Apr-26	6	Apr-26		\$9,387.00	\$76,918.00
May-26	7	May-26		\$4,594.00	\$72,324.00
Jun-26	8	Jun-26		\$4,535.74	\$67,788.26
Jul-26	9		\$8,436.11		\$59,352.15

Staff recommends approval of this invoice in the amount of \$8,436.11 to Sumner Engineering & Consulting, Inc.

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street
 Okeechobee, FL 34972 US
 +18636349474
 jeff@sumnerengineering.com



INVOICE

BILL TO

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

INVOICE # 1863**DATE** 07/11/2026**DUE DATE** 07/11/2026**TERMS** Due on receipt

Invoice No. 1863

NW-15 Design, Bidding and Construction-phase Services (SEC Proj. No. 25-10)

OUA Purchase Order No. 12487

DATE	ACCOUNT SUMMARY	AMOUNT
06/10/2026	Balance Forward	4,535.74
	Other payments and credits after 06/10/2026 through 07/10/2026	-4,535.74
07/11/2026	Other invoices from this date	0.00
	New charges (details below)	8,436.11
	Total Amount Due	8,436.11

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A – Project Management	\$17,800	82%	\$14,596.00	\$14,596.00	\$0.00
B1 – 90% Design Documents	\$66,500	100%	\$66,500.00	\$66,500.00	\$0.00
B2 – Bid-Ready (100%) Design Documents	\$19,600	100%	\$19,600.00	\$19,600.00	\$0.00
C – Bidding Services	\$14,900	100%	\$14,900.00	\$14,900.00	\$0.00
D – Construction-Phase Services (T&M)	\$70,800	T&M (See below)	\$6,215.74	\$6,215.74	\$8,436.11
				TOTAL:	\$8,436.11

DATE	ACTIVITY	QTY	RATE	AMOUNT
	25-10 - NW-15 Design, Bidding and SDC:25-10.Task D - Construction Phase Services			
06/09/2026	Principal Engineer 24 Submittal processing	1:00	210.00	210.00
06/12/2026	Principal Engineer 24 Submittal processing	2:00	210.00	420.00
06/16/2026	Principal Engineer 24 Submittal processing	1:30	210.00	315.00
06/17/2026	Principal Engineer 24 Submittal processing and contractor coordination	1:00	210.00	210.00

06/30/2026	Principal Engineer 24 Submittal coordination	1:00	210.00	210.00
07/08/2026	Principal Engineer 24 Submittal coordination	1:00	210.00	210.00
07/10/2026	NW-15 CA Services (JEA plus 10% markup per contract, see attached)			6,861.11
	SUBTOTAL - 25-10 - NW-15 Design, Bidding and SDC:25-10.Task D - Construction Phase Services			8,436.11

TOTAL OF NEW CHARGES	8,436.11
----------------------	----------

Total Purchase Order Amount: \$189,600.00
 Total Billed to Date: \$130,157.85
Total Billed this Invoice: \$ 8,346.11

For services rendered from June 7 – July 11, 2026.

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

July 10, 2026
Project No: 19775-005-02
Invoice No: 0258205R

Project 19775-005-02 NW-15 LS Design
SEC PN: 19-04
NW-15 LS Design

Summary of Services:

- Conformed Drawings and specifications
- Submittal Log and templates
- Pump Submittal Review

Professional Services from May 25, 2026 to June 28, 2026

Task 7000 CA Services (T&M)

Classification/Employee

	Hours	Rate	Amount	
- Senior Project Manager				
Lillo, Timothy	2.00	280.00	560.00	
Seufert, Christopher	1.50	280.00	420.00	
- Sr. Engineer				
Torres-Rivera, Jafet	17.00	280.00	4,760.00	
- Construction Project Coordinator				
LeDuc, Terry	3.75	125.00	468.75	
Total This Task	24.25		6,208.75	6,208.75

Reimbursable Expenses

TRAVEL & LODGING	28.62	
Total Reimbursables	28.62	28.62
Total This Task		\$6,237.37

Billing Limits

	Current	Previously Billed	Billed To Date	
Total Billings	6,237.37	119,447.49	125,684.86	
Total Task Fee			159,655.00	
Remaining Fee			33,970.14	
Total This Invoice				\$6,237.37

Authorized by: _____


Timothy Lillo

Date: 7/10/2026

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC – SW 5TH AVENUE VACUUM
SEWER PAHSE I**

Please find attached the invoice in the amount of \$4,200.00 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
					\$325,840.00
Nov-23	1	Nov-23		\$22,808.80	\$303,031.20
Jan-24	2	Jan-24		\$35,842.40	\$267,188.80
Feb-24	3	Feb-24		\$9,775.20	\$257,413.60
Mar-24	4	Mar-24		\$13,033.60	\$244,380.00
Apr-24	5	Apr-24		\$16,292.00	\$228,088.00
May-24	6	May-24		\$14,662.80	\$213,425.20
Aug-24	7	Aug-24		\$9,775.20	\$203,650.00
Sep-24	8	Sep-24		\$21,179.60	\$182,470.40
Dec-24	9	Dec-24		\$65,168.00	\$117,302.40
Mar-25	10	Mar-25		\$39,100.80	\$78,201.60
Apr-25	11	Apr-25		\$22,808.80	\$55,392.80
May-25	12	May-25		\$19,550.40	\$35,842.40
Jun-25	13	Jun-25		\$13,033.60	\$22,808.80
Sep-25	14	Sep-25		\$13,033.60	\$9,775.20
Oct-25	15	Oct-25		\$6,516.80	\$3,258.40
Dec-25	16	Dec-25		\$3,258.40	\$0.00
Jan-26	Change Order		\$292,700.00		\$292,700.00
Feb-26	17	Feb-26		\$13,986.00	\$278,714.00
Apr-26	18	Apr-26		\$5,994.00	\$272,720.00
May-26	19	May-26		\$4,621.83	\$268,098.17
Jun-26	20			\$5,340.57	\$262,757.60
Jul-26	21		\$4,200.00		\$258,557.60

Staff recommends approval of this invoice in the amount of \$4,200.00 to Sumner Engineering & Consulting, Inc.

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street

Okeechobee, FL 34972 US

+18636349474

jeff@sumnerengineering.com



INVOICE

BILL TO

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, FL 34974

INVOICE # 1866**DATE** 07/14/2026**DUE DATE** 07/14/2026**TERMS** Due on receipt

Invoice No. 1866

SW 5th Avenue Vacuum Sewer Project (SEC Proj. No. 20-10)**OUA Purchase Order No. 11129 / 11633 / 12732**

DATE	ACCOUNT SUMMARY	AMOUNT
06/10/2026	Balance Forward	5,340.57
	Other payments and credits after 06/10/2026 through 07/13/2026	-5,340.57
07/14/2026	Other invoices from this date	0.00
	New charges (details below)	4,200.00
	Total Amount Due	4,200.00

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting (PO 11129)	\$198,500	93%	\$184,605.00	\$184,605.00	\$0.00
D1 – VSS Design & Permitting (PO 11633)	\$325,840	100%	\$325,840.00	\$325,840.00	\$0.00
B2 – Bidding Services Phase 1 (PO 12732)	\$22,200	100%	\$22,200.00	\$22,200.00	\$0.00
C – Construction Administration Services Phase 1 (PO 12732)	\$270,500	Time & Expense (See below)	11,942.40	\$7,742.40	\$4,200.00
				TOTAL:	\$4,200.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/08/2026	Principal Engineer 24 Submittal processing	2:00	210.00	420.00
06/15/2026	Principal Engineer 24 Submittal processing	1:00	210.00	210.00

06/16/2026	Principal Engineer 24 address bldg permit (fire) questions	1:00	210.00	210.00
06/23/2026	Principal Engineer 24 Prep for and attend monthly progress meeting	2:00	210.00	420.00
06/23/2026	Hours - Field Inspector:Hours - Field Inspector	1:30	110.00	165.00
06/24/2026	Principal Engineer 24 submittal processing	1:00	210.00	210.00
06/24/2026	Hours - Field Inspector:Hours - Field Inspector	2:00	110.00	220.00
06/29/2026	Principal Engineer 24 Site visit	0:30	210.00	105.00
06/30/2026	Principal Engineer 24 Contractor call, submittal coordination	1:00	210.00	210.00
07/01/2026	Principal Engineer 24 Site visit	0:30	210.00	105.00
07/06/2026	Principal Engineer 24 Submittal coordination, site visit	1:30	210.00	315.00
07/07/2026	Hours - Field Inspector:Hours - Field Inspector	1:00	110.00	110.00
07/08/2026	Hours - Field Inspector:Hours - Field Inspector	1:00	110.00	110.00
07/09/2026	Hours - Field Inspector:Hours - Field Inspector	2:00	110.00	220.00
07/10/2026	Principal Engineer 24 Conflict review and field visit (Starbucks); pay app 1 processing and review change order	4:00	210.00	840.00
07/10/2026	Hours - Field Inspector:Hours - Field Inspector	3:00	110.00	330.00

TOTAL OF NEW CHARGES	4,200.00
BALANCE DUE	\$4,200.00

Total Purchase Order Amount:	\$817,040.00
Total Billed to Date:	\$544,587.40
Total Billed this Invoice:	\$ 4,200.00

For services rendered from June 7 – July 11, 2026.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC – SW 5TH AVENUE FACILITIES
PLAN AND SRF APPLICATION**

Please find attached the invoice in the amount of \$6,950.00 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
					\$26,000.00
Jun-25	1	Jun-25		\$7,250.00	\$18,750.00
Aug-25	2	Aug-25		\$2,250.00	\$16,500.00
Jul-26	3		\$6,950.00		\$9,550.00

Staff recommends approval of this invoice in the amount of \$6,950.00 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

July 5, 2026

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

Invoice No. 1860

SW 5th Avenue Facilities Plan and SRF Application (SEC Proj. No. 20-10)

OUA Purchase Order No. 12368

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Project Management / Meetings	\$5,000.00	75%	\$3,750.00	\$2,500.00	\$1,250.00
E2 – Request for Inclusion	\$1,000.00	100%	\$1,000.00	\$1,000.00	\$0.00
E3 – Facilities Plan	\$15,000.00	78%	\$11,700.00	\$6,000.00	\$5,700.00
E4 – Loan Application	\$5,000.00	0%	\$0.00	\$0.00	\$0.00
				TOTAL:	\$6,950.00

Total Purchase Order Amount: \$26,000.00

Total Billed to Date: \$16,450.00

Total Billed this Invoice: \$ 6,950.00

For services rendered August 10, 2025 – July 4, 2026.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

JULY 21, 2026

CONSENT AGENDA

**INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SWSA SEPTIC TO SEWER
CONNECTIONS - PHASE I LOTS (D, E AND F)**

Please find attached the invoice in the amount of \$995.00 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
					\$9,000.00
Feb-26	1	Feb-26		\$5,455.00	\$3,545.00
May-26	2	May-26		\$2,300.00	\$1,245.00
Jun-26	3	Jun-26		\$250.00	\$995.00
Jul-26	4		\$995.00		\$0.00

Staff recommends approval of this invoice in the amount of \$995.00 to Sumner Engineering & Consulting, Inc.

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street
 Okeechobee, FL 34972 US
 +18636349474
 jeff@sumnerengineering.com



INVOICE

BILL TO

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

INVOICE # 1864**DATE** 07/11/2026**DUE DATE** 07/11/2026**TERMS** Due on receipt

Invoice No. 1864
 SWSA Septic to Sewer Connections
 Lot Groups D, E and F (SEC Proj. No. 25-14)

OUA Purchase Order No. 12782

DATE	ACCOUNT SUMMARY	AMOUNT
06/10/2026	Balance Forward	250.00
	Other payments and credits after 06/10/2026 through 07/10/2026	-250.00
07/11/2026	Other invoices from this date	0.00
	New charges (details below)	995.00
	Total Amount Due	995.00

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
C –Groups D, E & F Sketches	\$9,000	T&M (See below)	\$9,000.00	\$8,005.00	\$995.00
				TOTAL:	\$995.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/06/2026	Designer / Technician	1:00	110.00	110.00
07/07/2026	Resident Project Representative:Inspector	4:30	100.00	450.00
07/08/2026	Principal Engineer 25 Coordinate issues at 3617 SW 21st St lot	1:00	250.00	250.00
07/08/2026	Resident Project Representative:Inspector	2:30	100.00	250.00
07/08/2026	Designer / Technician	2:00	110.00	220.00
07/09/2026	Resident Project Representative:Inspector	1:00	100.00	100.00
07/10/2026	Designer / Technician	0:30	110.00	55.00

TOTAL OF NEW CHARGES 1,435.00
WRITE-OFF TO P.O. LIMIT (440.00)
BALANCE DUE \$995.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

JULY 21, 2026

CONSENT AGENDA

INVOICE FROM SUMNER ENGINEERING & CONSULTING, INC. – SWSA SEPTIC TO SEWER CONNECTIONS - PHASE I LOTS (J THROUGH AA)

Please find attached the invoice in the amount of \$14,435.00 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
					\$104,400.00
Jun-26	1	Jun-26		\$32,725.00	\$71,675.00
Jul-26	2		\$14,435.00		\$57,240.00

Staff recommends approval of this invoice in the amount of \$14,435.00 to Sumner Engineering & Consulting, Inc.

Sumner Engineering & Consulting, Inc.

410 NW 2nd Street
 Okeechobee, FL 34972 US
 +18636349474
 jeff@sumnerengineering.com



INVOICE

BILL TO

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

INVOICE # 1865**DATE** 07/11/2026**DUE DATE** 07/11/2026**TERMS** Due on receipt

Invoice No. 1865

SWSA Septic to Sewer Connections

Lot Groups J through AA Lot Sketches (SEC Proj. No. 25-14)

OUA Purchase Order No. 12876

DATE	ACCOUNT SUMMARY	AMOUNT
06/10/2026	Balance Forward	32,725.00
	Other payments and credits after 06/10/2026 through 07/10/2026	-32,725.00
07/11/2026	Other invoices from this date	0.00
	New charges (details below)	14,435.00
	Total Amount Due	14,435.00

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
D – Groups J, T and U	\$12,950	T&M (See below)	\$7,475.00	7,475.00	\$0.00
E – Groups Z and AA	\$15,200	T&M (See below)	\$7,575.00	7,575.00	\$0.00
F – Group Y	\$10,975	T&M (See below)	\$7,085.00	7,085.00	\$0.00
G – Groups Q, R and S	\$14,625	T&M (See below)	\$7,430.00	4,580.00	\$2,850.00
H – Groups W and X	\$13,800	T&M (See below)	\$8,995.00	3,585.00	\$5,410.00
I – Group V	\$7,875	T&M (See below)	\$5,065.00	2,425.00	\$2,640.00
J – Groups K, L and P	\$14,350	T&M (See below)	\$3,535.00	0.00	\$3,535.00
K – Groups M, N and O	\$14,625	T&M (See below)	\$0.00	0.00	\$0.00
				TOTAL:	\$14,435.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	25-14 - SWSA Septic to Sewer Connections:25-14.Task G - Groups Q, R and S			
06/09/2026	Principal Engineer 25 Sketch review, field data	1:00	250.00	250.00
06/10/2026	Principal Engineer 25 Coordinate field data	2:00	250.00	500.00
06/10/2026	Hours - Field Inspector:Hours - Field Inspector	2:30	110.00	275.00
06/11/2026	Principal Engineer 25 Staff follow-up, sketch review and client email	1:30	250.00	375.00
06/11/2026	Hours - Field Inspector:Hours - Field Inspector	2:30	110.00	275.00
06/11/2026	Designer / Technician	2:00	110.00	220.00
06/16/2026	Principal Engineer 25 Sketch review and markups; client delivery	2:30	250.00	625.00
06/16/2026	Hours - Field Inspector:Hours - Field Inspector	1:00	110.00	110.00
06/16/2026	Designer / Technician	2:00	110.00	220.00
	SUBTOTAL - 25-14 - SWSA Septic to Sewer Connections:25-14.Task G - Groups Q, R and S			2,850.00
	25-14 - SWSA Septic to Sewer Connections:25-14.Task H - Groups W and X			
06/08/2026	Hours - Field Inspector:Hours - Field Inspector	2:30	110.00	275.00
06/08/2026	Designer / Technician	5:00	110.00	550.00
06/11/2026	Principal Engineer 25 Review	1:30	250.00	375.00
06/17/2026	Principal Engineer 25 Field data review; surveyor coordination	1:30	250.00	375.00
06/17/2026	Hours - Field Inspector:Hours - Field Inspector	1:00	110.00	110.00
06/18/2026	Hours - Field Inspector:Hours - Field Inspector	1:00	110.00	110.00
06/19/2026	Hours - Field Inspector:Hours - Field Inspector	1:00	110.00	110.00
06/22/2026	Resident Project Representative:Inspector	3:30	100.00	350.00
06/23/2026	Principal Engineer 25 Field data verification and sketch review	3:00	250.00	750.00
06/23/2026	Designer / Technician	6:00	110.00	660.00
06/24/2026	Principal Engineer 25 Final review, transmit to OUA	3:00	250.00	750.00
06/24/2026	Designer / Technician	4:30	110.00	495.00
07/06/2026	Principal Engineer 25 Review and drafting coordination	2:00	250.00	500.00
	SUBTOTAL - 25-14 - SWSA Septic to Sewer Connections:25-14.Task H - Groups W and X			5,410.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	25-14 - SWSA Septic to Sewer Connections:25-14.Task I - Group V			
06/09/2026	Hours - Field Inspector:Hours - Field Inspector	2:00	110.00	220.00
06/09/2026	Designer / Technician	2:00	110.00	220.00
06/11/2026	Principal Engineer 25 Review	1:30	250.00	375.00
06/25/2026	Principal Engineer 25 Field data verification and review	2:00	250.00	500.00
07/06/2026	Principal Engineer 25 Review and drafting coordination	2:00	250.00	500.00
07/07/2026	Designer / Technician	1:00	110.00	110.00
07/07/2026	Designer / Technician	4:00	110.00	440.00
07/08/2026	Designer / Technician	2:30	110.00	275.00
	SUBTOTAL - 25-14 - SWSA Septic to Sewer Connections:25-14.Task I - Group V			2,640.00
	25-14 - SWSA Septic to Sewer Connections:25-14.Task J - Groups K, L and P			
06/24/2026	Designer / Technician	4:00	110.00	440.00
06/25/2026	Principal Engineer 25 Field data verification and review	2:00	250.00	500.00
06/25/2026	Designer / Technician	5:00	110.00	550.00
06/29/2026	Designer / Technician	6:30	110.00	715.00
06/30/2026	Designer / Technician	3:00	110.00	330.00
07/01/2026	Principal Engineer 25 Review	2:00	250.00	500.00
07/06/2026	Principal Engineer 25 Review and drafting coordination	2:00	250.00	500.00
	SUBTOTAL - 25-14 - SWSA Septic to Sewer Connections:25-14.Task J - Groups K, L and P			3,535.00
	TOTAL OF NEW CHARGES			14,435.00
	BALANCE DUE			\$14,435.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

JULY 21, 2026

CONSENT AGENDA

INVOICES FROM NOWLEN, HOLT & MINER, P.A.

Please find attached invoice in the amount of \$12,500.00 and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$12,500.00 to Nowlen, Holt & Miner, P.A.



NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE
NORTHBRIDGE CENTRE
515 N. FLAGLER DRIVE, SUITE 1700
POST OFFICE BOX 347
WEST PALM BEACH, FLORIDA 33402-0347
TELEPHONE (561) 659-3060
FAX (561) 835-0628
WWW.NHMCPA.COM

EVERETT B. NOWLEN (1930-1984), CPA
EDWARD T. HOLT, CPA
WILLIAM B. MINER, RETIRED
ROBERT W. HENDRIX, JR., CPA
JANET R. BARICEVICH, RETIRED, CPA
TERRY L. MORTON, JR., CPA
N. RONALD BENNETT, CVA, ABV, CFF, CPA
EDWARD T. HOLT, JR., PFS, CPA

MARK J. BYMASTER, CFE, CPA
RYAN M. SHORE, CFP[®], CPA
WILLIAM C. KISKER, CPA
NANCY V. SALIB, CPA

July 8, 2026

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

BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

14612

Re: Purchase Order #0000012632

Due Date: 07/18/26

Invoice #: 26-814

For professional services rendered through June 30, 2026 regarding:

- Final billing for the annual audit for the year ended September 30, 2025

TOTAL AMOUNT DUE

\$12,500.00

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!

A finance charge on past due accounts will be calculated
at a rate of 1¼% per month for an annual percentage rate of 15%

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

JULY 21, 2026

CONSENT AGENDA

INVOICE FROM NASON YEAGER GERSON HARRIS & FUMERO, P.A. – LEGAL SERVICES

Please find attached invoice in the amount of \$11,380.00 submitted by Nason Yeager Gerson Harris & Fumero, P.A. for legal services. Staff is aware of the work currently being done by Nason Yeager Gerson Harris & Fumero, P.A. and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$11,380.00 to Nason Yeager Gerson Harris & Fumero, P.A.



3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
Phone No.: (561) 686-3307
Fax: (561) 686-5442
Federal Tax ID: 59-1280063

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

Invoice No. 504949
Invoice Date: July 1, 2026
Client ID: 17894
Matter ID: 34709
Billing Attorney: JJF

Current Time and Disbursements:	8,880.00
Previous Balance:	0.00
Total Amount:	8,880.00
Amount Remitted:	\$ _____
Retainer:	2,500.00
Total Now Due:	11,380.00



3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
Phone No.: (561) 686-3307
Fax: (561) 686-5442
Federal Tax ID: 59-1280063

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

Billing Attorney JJF
Invoice No. 504949
Invoice Date July 1, 2026

Client ID: 17894 Matter ID: 34709
RE: LEGAL SERVICES REPRESENTATION

FOR PROFESSIONAL SERVICES RENDERED THROUGH June 30, 2026

Date	Professional	Narrative	Hours	Rate	Amount
06/03/26	SLC	PSO Easement Assignment - Receipt and review of correspondence from Executive Director providing comments to latest documents. Exchange of correspondence with Jeremy Paul advising documents are in review by JJF.	0.50	300.00	150.00
06/03/26	SLC	Executive Director Employment Agreement - Receipt and review of correspondence from Tabitha relaying comments from Greg re: performance evaluation provisions. Review and analyze Greg comments. Preparation of correspondence to Tabitha suggesting solution.	0.80	300.00	240.00
06/05/26	SLC	Telephone call with Executive Director to discuss PSO/RaceTrac assignment of easement.	0.30	300.00	90.00
06/05/26	SLC	Receipt and review of correspondence from Executive Director providing PSO documents with comments. Review and analyze documents.	0.30	300.00	90.00
06/05/26	SLC	Receipt and review of correspondence from Lauriston providing auditor's legal comment letter request.	0.20	300.00	60.00
06/06/26	SLC	Exchange of correspondence with Tabitha acknowledging receipt of her follow-up Executive Director employment agreement.	0.20	300.00	60.00
06/06/26	SLC	Revise and finalize Executive Director employment agreement per Tabitha comments.	0.80	300.00	240.00
06/08/26	SLC	PSO Easement with OUA - additional revision based on Executive Director comments (water mains). Preparation of correspondence to PSO counsel providing redline and blackline of same.	0.80	300.00	240.00
06/08/26	SLC	Receipt and review of correspondence from Executive Director providing revised legal descriptions for Okie-Premier (camp grounds).	0.10	300.00	30.00

Date	Professional	Narrative	Hours	Rate	Amount
06/08/26	SLC	Receipt and review of correspondence referencing Application for Tax Deed under an OUA Claim of Lien and requesting next steps.	0.10	300.00	30.00
06/09/26	SLC	Form 1 Financial Disclosure Reminder.	0.30	300.00	90.00
06/09/26	JJF	Review Park of Commerce easement documents; Draft formal response to Park of Commerce attorney; T/C w. attorney Will Gibbs re: same.	1.40	300.00	420.00
06/10/26	SLC	Revise and finalize Executive Director employment agreement per Greg final comments. Preparation of correspondence to Tabitha providing revised blackline and redline comparison from 6/6/2026 version.	1.80	300.00	540.00
06/11/26	SLC	Receipt and review of correspondence from Tabitha discussing latest edits to Executive Director agreement. Telephone call with Tabitha to discuss. Revise and finalize agreement per discussion and comments from Tabitha. Preparation of correspondence to Tabitha providing finals in PDF and Word. .	1.80	300.00	540.00
06/11/26	SLC	Participation in Teams call with PSO counsel and JJF to discuss possible edits to RaceTrac to PSO easement.	1.00	300.00	300.00
06/11/26	JJF	Prepare for and participate in Teams call w. Park of Commerce ROW sewer line easement.	0.90	300.00	270.00
06/12/26	SLC	Revise and finalize Okie Premiere property documents based on receipt of legal description for east/west easement.	1.90	300.00	570.00
06/15/26	SLC	County Fire Station Parcel donation - exchange of correspondence with Executive Director acknowledging receipt of forwarded email from county following up on revisions to donation agreement. Revise and finalize agreements per prior comments at OUA board meeting. Preparation of redline comparisons for transmission to County.	1.50	300.00	450.00
06/15/26	SLC	Review and analyze FDOT taking appraisal for parcel 109 and cover letter. Preparation of conditional language to add to acknowledgement of offer. Preparation of cover letter. Preparation of correspondence to Executive Director providing documents.	2.60	300.00	780.00
06/16/26	SLC	Participation in OUA meeting, including travel time.	5.20	300.00	1,560.00
06/17/26	SLC	See 6/8 email referencing Application for Tax Deed. The OUA currently has a Claim of Lien on the subject property. Please advise on our next steps.Thank You.	0.00	0.00	0.00

Date	Professional	Narrative	Hours	Rate	Amount
06/19/26	SLC	Revise and finalize RaceTrac to PSO to OUA assignment of easement per June 11th discussion. Preparation of draft correspondence to PSO litigation counsel.	2.80	300.00	840.00
06/19/26	JJF	Review and edit redline of PSO/OUA assignment and easement.	0.50	300.00	150.00
06/22/26	SLC	Revise PSO-to-OUA easement per discussion with PSO team.	1.60	300.00	480.00
06/24/26	SLC	Telephone call with Executive Director and Finance Director to discuss required notice for cancellation of Friday 6/26 meeting. Exchange of correspondence with counsel for Lakefront Estates following up on agreement markup and receiving feedback.	0.40	300.00	120.00
06/29/26	SLC	Revise and finalize Executive Director employment agreement per last meeting discussion. Preparation of correspondence to Tabitha and Tammie providing same.	0.50	300.00	150.00
06/30/26	SLC	Review and analyze application for tax deed. Preparation of correspondence to Clerk requesting payoff and original lien resolution.	0.60	300.00	180.00
06/30/26	SLC	Begin preparation of notice of claim/lien survivability for tax deed application matter.	0.70	300.00	210.00
Total Fees:					8,880.00
TOTAL FEES AND DISBURSEMENTS:				\$	8,880.00
Previous Balance:				\$	0.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

JULY 21, 2026

CONSENT AGENDA

INVOICE FROM CONELY AND CONELY, P.A. – LEGAL SERVICES

Please find attached invoice in the amount of \$2,568.75 submitted by Conely and Conely, P.A. for legal services. Staff is aware of the work currently being done Conely and Conely, P.A. and is in agreement with this request.

Staff recommends approval of this invoice in the amount of \$2,568.75 to Conely and Conely P.A.

CONELY & CONELY, P.A.

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

MAILING ADDRESS:

POST OFFICE DRAWER 1367
OKEECHOBEE, FLORIDA 34973-1367

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

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

July 1, 2026

Okeechobee Utility Authority
Attn: Accounts Payable
100 SW 5th Avenue
Okeechobee, FL 34974

Invoice #11021 - In Reference To: June 2026

Professional Services:

		<u>Hours</u>	<u>Amount</u>
6/01/2026	Monthly Retainer		<u>\$2,500.00</u>
6/15/2026	Reviewed email from John Hayford and attached utility easement from Los Poitras; replied via email that the utility easement from Los Poitras was 10' feet wide and was adjacent to and along SE US 441	.25	\$ 68.75
	Total hours and amount due	<u>.25</u>	<u>\$68.75</u>
	Total for professional services rendered and retainer		<u>\$2,568.75</u>
	Previous balance		\$3,118.75
6/24/2026	Payment - Thank you. Check No. 36429		<u>(\$3,118.75)</u>
	BALANCE DUE		\$2,568.75

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

JULY 21, 2026

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.

INVOICE

Thorn Run Partners LLC
100 M St SE Ste 750
Washington, DC 20003-3798

trpadmin@thornrun.com
+1 (202) 641-0044
https://www.thornrun.com



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

Invoice details
Invoice no.: 26-001628
Terms: Net 30
Invoice date: 07/01/2026
Due date: 07/31/2026

For month: July 2026
Service: Government Relations Services

Product or service	Description
Services	July 2026

Total \$3,500.00

Ways to pay

BANK

Thorn Run Partners LLC
ACH Payment Information:
PNC Bank
Routing # 054000030
Account # 5313630938
Please include invoice number with payment.

Note to customer

We accept ACH or Wire payment.
For information email trpadmin@thornrun.com
Checks are payable to:
Thorn Run Partners, LLC
Please include the invoice number with your payment.

View and pay

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

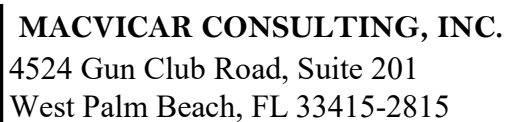
JULY 21, 2026

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.



Invoice

Okeechobee Utility Authority
Attn: John Hayford, Exec Director
100 SW 5th Avenue
Okeechobee, FL 34974
PO No: 12037

DATE	INVOICE #
6/30/2026	202607011

PROJECT
540.01-LOSOM Support

DESCRIPTION		AMOUNT
Support for the month of June 2026		250.00
Total		\$250.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

JULY 21, 2026

CONSENT AGENDA

SURPLUS ITEMS

Periodically staff reviews vehicles, equipment and materials to determine what can be deemed as surplus and available for disposal. A compiled list of those items is listed below:

1. 2008 12 ft. x 6.5 ft. Anderson 6-ton series dump trailer- this unit was at the WWTP- floor was re-done several years ago, unit has been replaced with a new one this year.
2. 2016 14 ft. x 6 ft. Big Tex 14 LX dump trailer- this unit was at the SWTP-extensive framework was re-done several years ago, floor is in bad shape. Unit has been replaced with a new one this year.
3. Hycor Rotostrainer cylinder at SWTP– this unit is damaged and has a 4-inch diameter hole in it. The construction of the drum is thin welded wire that cannot be repaired. This unit has been replaced with a new one.

Staff is requesting these items to be declared surplus and available for auction to the highest bidder.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

JULY 21, 2026

CONSENT AGENDA

OPERATIONS DIRECTOR MONTHLY REPORT

Site Visits 6-18-2026 thru 7/16-2026

- SWTP: General Maintenance/ Normal Operations
FDEP approved GWTP to be put back on line, running plant two days per month.
Review meeting this Thursday 7-23-26 for 75% Draft Ozone Rehab project
- Maintenance: General Maintenance
Normal operations: leaks, complaints, new services
Finishing up on couple Water Main extensions NE 8 st. & NE 6th ct.(Pine Ridge)
- WWTP: General Maintenance / Normal Operations
Two trainees testing for Operator licenses
Interviews Thursday 7-23-26 for vacant positions
Okee-Tantie package plant 10-year permit renewal application received from FDEP and under Review.

*The above Operations Director report is presented for informational purposes. If there are any questions, I would be happy to answer them.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

JULY 21, 2026

MEETING MINUTES

Attached are copies of the minutes from the meeting held on June 16, 2026.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from June 16, 2026 as presented.

**OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES**

Tuesday, June 16, 2026 8:00 A.M.

Okeechobee Utility Authority

100 SW 5th Avenue

Okeechobee, Florida

Chairperson Gilliland called the meeting to order at 8:00 A.M.

Chairperson Gilliland led all participating attendees and visitors in the Pledge of Allegiance.

Chairperson Gilliland addressed Agenda Item No. 1 and determined the voting members. The following Okeechobee Utility Authority Board Members were present:

Board Members:

John Gilliland*

Harry Moldenhauer*

Steven Nelson*

Alternates:

Melanie Anderson

Jamie Gamiotea

Glenn Sneider**

Absent:

Steve Hargraves

Tabitha Trent

*Voting Board Members

**Voting in Tabitha Trent's absence

OUA Members:

John Hayford

Greg Kennedy

Lauriston Hamilton

Jamie Mullis

Steve Conteaguero

Michelle Willoughby

Chairperson Gilliland addressed Agenda Item No. 2 'Agenda Additions and Deletions' There were none.

Chairperson Gilliland addressed Agenda Item No. 3 'Consent Agenda' Motion by Steven Nelson to accept the Consent Agenda as presented:

Consent Agenda Item No. 4 'Invoice from Kimley-Horn and Associates, Inc. Treasure Island Septic to Sewer Project in the amount of \$25,3561.40'

Consent Agenda Item No. 5 'Invoice from Holtz Consulting Engineers, Inc. - State Road 78 Water Main Improvements the amount of \$3,195.00'

Consent Agenda Item No. 6 'Invoice from Holtz Consulting Engineers, Inc. - Mallard Landing Gravity Sewer Expansion in the amount of \$1,190.00'

Consent Agenda Item No. 7 'Invoice from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III in the amount of \$8,931.00'

Consent Agenda Item No. 8 'Invoice from Holtz Consulting Engineers, Inc. – SR 78 Water Main Improvements Phase III – Booster Pump Station in the amount of \$11,526.75'

Consent Agenda Item No. 9 'Invoice from B & B Site Development, Inc. – SR 78W Water Main Improvements, Phase II in the amount of \$41,220.85'

Consent Agenda Item No. 10 'Invoice from Anderson Andre Consulting Engineers, Inc. – SWSA Project 2 Vacuum Collection System in the amount of \$3,827.50'

- Consent Agenda Item No. 11** 'Invoice from Hinterland Group, Inc. – SWSA Project 2 Vacuum Collection System in the amount of \$251,403.25'
- Consent Agenda Item No. 12** 'Invoice from CHA Solutions – Vacuum Station #2 Generator Replacement in the amount of \$850.50'
- Consent Agenda Item No. 13** 'Invoice from CHA Solutions – SWTP Ozone System Upgrade in the amount of \$14,460.00'
- Consent Agenda Item No. 14** 'Invoice from Go Underground Utilities, LLC – Pine Ridge Park Expansion Project in the amount of \$210,900.00'
- Consent Agenda Item No. 15** 'Invoice from PRP Construction, LLC – Mallard Landing Gravity Sewer Expansion in the amount of \$75,019.50'
- Consent Agenda Item No. 16** 'Invoice from Sumner Engineering & Consulting, Inc. – NW 15 Rehabilitation in the amount of \$4,535.74'
- Consent Agenda Item No. 17** 'Invoice from Sumner Engineering & Consulting, Inc. – NW 15 FDACS Grant in the amount of \$2,750.00'
- Consent Agenda Item No. 18** 'Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue LPSS Design & Permitting in the amount of \$5,340.57'
- Consent Agenda Item No. 19** 'Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections Phase III Lots (Groups D, E and F) in the amount of \$250.00'
- Consent Agenda Item No. 20** 'Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections Phase III Lots (Groups G, H, and I) in the amount of \$37,725.00'
- Consent Agenda Item No. 21** 'Invoice from Nason Yeager Harris & Fumero, P.A. – Legal Services in the amount of \$8,909.00'
- Consent Agenda Item No. 22** 'Invoice from Conely and Conely, P.A. – Legal Services in the amount of \$3,118.75'
- Consent Agenda Item No. 23** 'Invoice from Thorn Run Partners in the amount of \$3,500'
- Consent Agenda Item No. 24** 'Invoice from MacVicar in the amount of \$250.00'
- Consent Agenda Item No. 25** 'Surplus Vehicle'
- Consent Agenda Item No. 26** 'Operations Director Monthly Report'
- Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Gilliland addressed Agenda Item No. 27 'Meeting Minutes from May 19, 2026'
Motion by Harry Moldenhauer to approve the meeting minutes from May 19, 2026 as presented.
Second by Steven Nelson. Vote unanimous (4-0), motion carried.

Chairperson Gilliland addressed Agenda Item No. 28 'Public Comments' There were none.

Chairperson Gilliland addressed Agenda Item No. 29 'Finance Report' Finance Director Hamilton reviewed the Finance Report for period ending May 31, 2026. **Motion by Harry Moldenhauer to approve the Finance Report as presented. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

Chairperson Gilliland advised that Agenda Item No. 31 and Agenda Item No. 32 would be moved up after Agenda Item 29. As Terry Morton was out of state attending via conference call.

Chairperson Gilliland addressed Agenda Item No. 31 'Presentation of FY25 Financial Statements Audit Report, Governance Letter and Annual Financial Report' Finance Director Hamilton introduced Mr. Terry Morton of Nowlen, Holt & Miner, P.A. Mr. Morton presented the FY25 Financial Statement Audit Report and the FY25 Annual Financial Report to the Board. Mr. Morton advised that it was a clean audit and there was no non-compliance. **Motion by Harry Moldenhauer to accept and**

approve the FY25 Audited Financial Statements as presented. Second by Steven Nelson. Vote unanimous (4-0). Motion carried.

Chairperson Gilliland addressed Agenda Item No. 32 ‘Audited Contractual Service’ Finance Director Hamilton discussed that the Board decided last year to extend the audit contract with Nowlen, Holt & Miner, P.A. Executive Director Hayford discussed that the board may either extend the contractual arrangement with the present Auditor or solicit responses from professional providers of audit services. There was a brief discussion. **Motion by Glenn Sneider to approve a one-year extension to the audit contract with Nowlen, Holt & Miner, P.A. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

Chairperson Gilliland addressed Agenda Item No. 30 ‘FY27 Preliminary Budget Review’ Finance Director Hamilton presented a review of the amendments to the FY27 Preliminary Budget. This item is for informational purposes only.

Chairperson Gilliland addressed Agenda Item No. 33 ‘UTV Purchase’ Executive Director Hayford discussed that in the FY26 budget there was a purchase of a golf cart for the WWTP Department. Staff reached out to several vendors for pricing for a utility vehicle. Executive Director Hayford reviewed the responses received. Operations Director Mullis discussed that the lowest bidder was out of Georgia and did not have the vehicle in stock and it would have to be sourced. It was discussed that Gilbert Outdoors had an acceptable unit in stock, however the price was \$230.00 higher than the lowest bidder. There was a brief discussion. **Motion by Steven Nelson to approve the purchase of an EZ-GO Hauler 800X from Gilbert Outdoors in the amount of \$9,855.50. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried,**

Chairperson Gilliland addressed Agenda Item No. 34 ‘Project 2 – Septic to Sewer Connection (Groups J, T, and U)’ Executive Director Hayford discussed that on June 4th, bids were received and opened for three (J, T, and U) groups within VPS #5. Executive Director Hayford discussed that three bids were received for each group. Executive Director discussed the grant coverage for each of the groups. There was a brief discussion. **Motion by Glenn Sneider to accept Meeks Plumbing Inc as the low bidder for VPS #5 Group J (fourteen connections) for the sum of \$69,767.10 and to issue a Notice of Award. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Motion by Glenn Sneider to accept Meeks Plumbing Inc as the low bidder for VPS #5 Group T (nineteen connections) for the sum of \$74,318.10 and to issue a Notice of Award. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.

Motion by Glenn Sneider to accept Meeks Plumbing Inc as the low bidder for VPS #5 Group U (twelve connections) for the sum of \$63,682.60 and to issue a Notice of Award. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.

Motion by Glenn Sneider to approve staff to issue the appropriate paperwork to Meeks Plumbing Inc. once they have submitted all necessary documents. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.

Chairperson Gilliland addressed Agenda Item No. 35 ‘Project 2 – Septic to Sewer Connection (Groups Z and AA)’ Executive Director Hayford discussed that on June 11th, bids were received and opened for two (Z, and AA) groups within VPS #5. Executive Director Hayford discussed that three bids were received for each group. Executive Director reviewed the grant coverage for each of the groups. There was a brief discussion. **Motion by Glenn Sneider to accept Fehl Safe Water Systems as the low bidder for VPS #5 Group Z (thirty connections) for the sum of \$108,867.90 and to issue a Notice of Award. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Motion by Glenn Sneider to accept Fehl Safe Water Systems as the low bidder for VPS #5 Group AA (twenty-four connections) for the sum of \$93,543.08 and to issue a Notice of Award. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.

Motion by Glenn Sneider to approve staff to issue the appropriate paperwork to Fehl Safe Water Systems once they have submitted all necessary documents. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.

Chairperson Gilliland addressed Agenda Item No. 36 ‘Pine Ridge Park Water Main Improvements’ Executive Director Hayford discussed that the installation of the water main on NE 6th Ct and NE 8th Street is scheduled for later this week. Executive Director Hayford discussed that OUA staff will be completing this installation and permitting has been completed. Executive Director Hayford discussed that the staff is requesting permission to purchase the materials and install the water main. Once the installation of the water main and wastewater system is complete, customers can begin to connect to the systems. It was discussed that once construction is complete staff will send letters to the property owners indicating the system is available for connection and they will have 365 days to connect. There was a brief discussion. Board member Moldenhauer asks staff if there would be any grant monies left over from the SWSA Project to assist these customers with the connection. Executive Director Hayford discussed that staff would not know until all projects have been bid, however it looks like there would be some funds remaining. **Motion by Steven Nelson to approve for staff to move forward with the water main work on NE 8th Street and NE 6th Court. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Gilliland addressed Agenda Item No. 37 ‘Basswood Water Main Improvements’ Executive Director Hayford discussed that the OUA was contacted by three residents in the Basswood area that are requesting water service. Executive Director Hayford discussed that if the board approves these projects it was recommended to allow staff to install 6-inch water mains in order to provide both service and fire protection further down the road. It was discussed that installation of the 6-inch water main would add an estimated \$5,000 to the overall project cost. There was a brief discussion. **Motion by Steven Nelson to approve the construction of the two 6-inch water mains serving 3534 NW 19th Avenue and 3671 NW 21st Avenue and the 2-inch water main for 3896 NW 26th Avenue extending this main to northern end of the road. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Gilliland addressed Agenda Item No. 38 ‘FDOT Taking of GWTP Property’ Executive Director Hayford discussed that staff received from the FDOT a “taking” package of documents that would impact the Groundwater Treatment Plant property. The Statement of Offer was included in the amount of \$31,000.00. **There was a brief discussion. Motion by Glenn Senider approve the acknowledgement of the receipt of the Statement of Offer at \$31,000 as conditioned by the OUA. Second by Steven Nelson. Vote unanimous (4-0), motion carried.**

Chairperson Gilliland addressed Agenda Item No. 39 ‘Payment Plan’ Executive Director Hayford discussed that at the last regular Board Meeting, there was a discussion concerning adding a construction payment plan to the existing payment plan structure. The current payment plan existed to assist OUA customers in paying for an unexpected high bill or to pay for connection charges due to a new connection. Executive Director Hayford reviewed the proposed changes to the Operating Resolutions. There was a brief discussion and the board directed staff to amend the resolution to remove payment plans for new construction. Executive Director Hayford discussed that a Public Hearing would need to be advertised and that the resolution would be presented for consideration at the next meeting.

Chairperson Gilliland addressed Agenda Item No. 40 ‘Attorney’ Attorney Conteaguero reviewed the Contract for Employment for the Executive Director position. There was a brief discussion and amendments were suggested. Attorney Conteaguero advised that the amended contract would be brought back for final approval at the July 21st Board Meeting with a tentative date of August 1st.

Attorney Conteaguero discussed that the fire station agreement is scheduled to go to the County for final approval.

Attorney Conteaguero discussed that a Settlement Agreement for the Kyle Upham civil case will be ready for final review and submission to the customer.

Chairperson Gilliland inquired as to the expiration of the contract with Attorney Conley. Executive Director Hayford discussed that this expenditure is not in next years budget and the contract will end shortly.

Chairperson Gilliland addressed Agenda Item No. 41 ‘Executive Director’ Executive Director Hayford gave an update on current projects and discussed that the OUA local bill giving the State-owned Cemetery Road WWTF property to the OUA has been approved. Executive Director Hayford discussed that staff would like to apply for an SRF loan for the SW 5th Avenue project which is due June 29th. A requirement of the application is to have a Public Hearing prior to the application deadline. Staff would like to schedule the Public Hearing on June 26th at 11:00am. Executive Director Hayford will be contacting the board members that were absent today to inform them of the hearing.

Chairperson Gilliland addressed Agenda Item No. 42 ‘Items from the Board’ There were none.

There being no other business, meeting adjourned at 10:40 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 video recording of this meeting is on file in the Executive Director’s office.

Chairperson

Executive Director (Secretary)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

JULY 21, 2026

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

JULY 21, 2026

CUSTOMER – D. DESAI

As per Resolution 99-1, Mr. Dave Desai has requested to speak to the OUA Board. He has submitted an Agenda Item Request Form (please see attached) and spoken with the OUA Executive Director concerning his request.

In general, his request concerns the OUA sewer connection grant funding and why can't the funding be utilized to pay those property owners that wish to do the connections themselves or hire a contractor to make the connections. Why are the grant monies only available to those property owners that utilize the OUA contractors.

The OUA identified three possible scenarios to connect a house to the collection system out at the street. Each connection will require the pumping out of the septic tank, breaking up the septic tank and backfilling with soil, connecting piping to the house and extending it out to the street and restoration. The project will require a building permit and inspections.

Option 1 - Owner to do the work: As the property owner, the owner can do the work and obtain the necessary Health and Building Department permits. This work will be done at the Owner's expense.

Option 2 - Owner to contract the work: As the property owner, the owner can contract out the work. Either the Owner or contractor will be required to obtain the necessary Health and Building Department permits. All of the work will be done whether by contractor or Owner with all work at Owner's expense.

Option 3 - OUA to do the work: The OUA will put out bid for contractors to do all of the work. The OUA will obtain the Building Department permit and the OUA will conduct the Health Department inspections. The selected contractor will do all the work with inspections by OUA staff. The property owner will be responsible for all costs over whatever the grant amount will pay. As per the April 2026 Agenda, the grant amount maximum cap was set at \$3,600.00. Any project cost at or less than this amount will be fully paid by the grant with no cost to the property owner. Any project cost above this amount (\$3,600.00) will be paid by the property owner with the grant picking up the initial amount.

This grant provision for only paying for the OUA contracted work is that the OUA publicly bid the work, selected the contractor from the public bidding process, inspected the work and certified that the work as complete and in compliance with the bid documents. With respect to options 1 or 2, none of this can happen.

In this case (Mr. Desai) today, the house was vacant and the owner wanted to move forward with the septic tank removal right away rather than wait for the OUA bidding process to take place. The March 3, 2026, letter was clear in that he could move forward with the first two options and with the letter stating that the property Owner would be responsible for the costs.

In a later letter on June 24, 2026, the OUA clearly identified what contractor will be doing the work, what it will cost to do the work (\$ 3,252.43) on his property and that the grant money will fully pay for the work.

Mr. Desai asked if the entire \$3,600.00 could be paid to him since his costs were greater than that amount.

Mr. Desai was told that the grant money (whether the amount was \$3,252.43 or \$3,600.00) is not available to him since he took it upon himself to have the work done and that the OUA (Grantee) could not verify or certify to the Grantor that the work was done. All that can be noted is that if permits were pulled and completed.

It is OUA staff position that this request should be denied in that the property did not adhere to project requirements.

If the OUA Board elects to grant this request, how should OUA staff handle other requests where Options 1 or 2 were utilized?

RESOLUTION 99-1

A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE FLORIDA, ADOPTING A POLICY GOVERNING PUBLIC PARTICIPATION AT BOARD MEETINGS AND WORKSHOPS, AND PROVIDING FOR AN EFFECTIVE DATE.

Now Therefore BE IT RESOLVED by the Okeechobee Utility Authority Board as follows:

THE AGENDA

The Agenda is a printed document available to you as you enter the OUA Board meetings. It lists the order of business for the Board meetings.

HOW TO GET ON THE AGENDA

There are times that certain organizations, other political sub-divisions or citizens have business to conduct with the OUA Board that is out of the realm of matters that can be handled administratively. Your agenda request must be submitted to the Office of the Executive Director, 8 working days before the meeting at which you wish to present your request to the OUA Board. You are encouraged to first consult with the Director to ascertain if your matter can be handled administratively.

When you submit your request to be placed on the agenda to the Office of the Executive Director, you must specifically state what official action you would like the OUA Board to take. Also, you must provide the OUA with all necessary documents or explanatory material to support your request. The agenda and explanatory material is delivered to each Board member several days before each meeting. This gives the Board members time to study the items before they have to make a decision about them at the Board meeting. You must also be present at the meeting to present your request. Failure to appear will result in no official action being taken and you must resubmit your request following the above procedures.

WHEN CAN YOU SPEAK AT OUA BOARD MEETINGS

1. When a portion of a Board meeting contains a public hearing, the public will have the opportunity to address the Board on the specific issue contained in the public hearing. The Chairman will ask for public comment and, at that time, anyone from the public can address the Board.
2. If an item on the Agenda is one that you specifically requested using the above procedures, you may address the Board after being recognized by the Chairman.
3. If you would like to address the OUA Board on a specific item on the Agenda that you have not requested, or is not part of a public hearing, simply raise your hand at the appropriate time for the Chairman to recognize you.
4. When addressing the Board, please speak from the podium and first state your name and address for the record.
5. The Chairman has the authority to control the time allotted for addressing the Board and the content of the address. If a group of people have the same point of view, it is recommended that one person act as the spokesman. It is the intent of the Board to hear as many different points of views as possible.

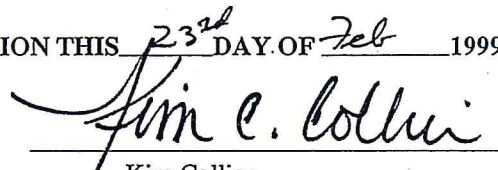
THE WORKSHOP

A workshop is an informal business meeting of the OUA Board to discuss a specific item of business. No official action will be taken by the OUA Board at a workshop meeting.

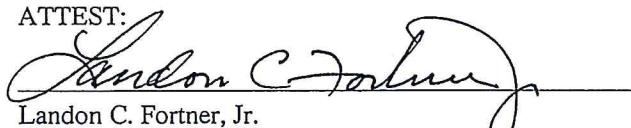
WHEN CAN YOU SPEAK AT OUA BOARD WORKSHOPS

1. If you would like to address the Board at a workshop, simply raise your hand at the appropriate time for the Chairman to recognize you.
2. When addressing the Board, please speak from the podium and state your name and address for the record.
3. The Chairman has the authority to control the time allotted for addressing the Board and the content of the address. If a group of people have the same point of view, it is recommended that one person act as the spokesperson. It is the intent of the Board to hear as many different points of views as possible.

THIS RESOLUTION WILL TAKE EFFECT UPON ITS ADOPTION THIS 23rd DAY OF Feb 1999.


Kim Collier
Chairman

ATTEST:


Landon C. Fortner, Jr.
Executive Director



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460
Fax: (863) 763-9036

AGENDA ITEM REQUEST FORM

Please mail or bring completed form to:

Okeechobee Utility Authority
Executive Director Office
100 S.W. 5th Avenue
Okeechobee, Florida 34974-4221

NAME: DAVE DESAI
ADDRESS: 2028 SW 21st street
Okeechobee FL 34974
TELEPHONE: 863-801-3194

(HOME)

(BUSINESS)

MEETING: REGULAR ☐ SPECIAL ☐ WORKSHOP ☐ DATE: _____

PLEASE STATE THE ITEM YOU WISH TO HAVE PLACED ON THE OUA BOARD AGENDA:

OVA sewer connection GRANT Funding to be app

PLEASE STATE DESIRED ACTION BY THE OUA BOARD:

Request to give credit towards the cost of OVA
connection to sewer system from the house if
work has already started with another contractor

PLEASE SUMMARIZE PERTINENT INFORMATION CONCERNING YOUR REQUEST AND ATTACH APPLICABLE DOCUMENTS: _____

PRESENTATION IS TO BE MADE, HOW MUCH TIME WILL BE REQUIRED? 10 minutes

SIGNED BY: _____

DATE: _____



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

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

June 13, 2023

MICHAEL ROWLEY
2028 SW 21ST ST
OKEECHOBEE, FLORIDA 34974

Site Address: 2028 SW 21ST ST
Parcel ID: 1-29-37-35-0020-00000-009A
Account Number: 51961
Route & Sequence: 280-00143

Ref: Southwest Service Area Utility System Improvements
June 2023 Project Notice

Dear MICHAEL ROWLEY,

A Notice to Proceed was issued to Hinterland Group, Inc. on March 29, 2022. Presently, final completion is scheduled for May 12, 2025. Service is anticipated to be ready by this date. This project will provide wastewater services to residents within the Southwest Service Area. Work has already begun in some of the project area.

As provided for in the Okeechobee County Land Development Regulations, Development Design and Improvement Standards, **"7.06.07A(2), connections to a public water supply or public wastewater collection system shall be required when a publicly owned system becomes available"**. The State of Florida also recognizes the benefit of removal of septic tank systems per 381.00655 Florida Statutes: **"owners of onsite sewerage treatment and disposal system must connect to publicly owned utility system."** The project under construction is a publicly owned system (Okeechobee Utility Authority).

Per 381.00655 FS, several payment options are available to the property owner.

- 1) Pay the total due at current rates at any time after construction begins; or
- 2) Pay in monthly installments (over two years) after construction begins. Payments made by this method may incur monthly interest charges on the unpaid balance. Total fees due will be based upon the rates in effect at the time a payment plan is established.

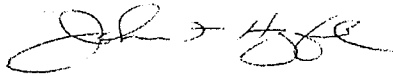
Per OUA policy, the property owner may elect to utilize an OUA payment plan as detailed in Section 8, Resolution 22-05 adopted by the OUA Board on August 18, 2022. In general, the payment plan is described by: Term (either 5 year or 10 year), interest rate (either 1.0% or 1.5% dependent on Term), minimum 25% down and a minimum monthly payment of \$40.00 per month. The property owner may choose the plan that best fits the needs of the property owner. In either case, connections are required to be made within 365 calendar days after notification that the publicly owned system is ready and available for connection.

When selecting the payment method, the property owner will also sign a service agreement* and provide payment of a deposit (if required) for service. If the property is a rental property, then the owner may also elect to have the tenant sign up for an account.

The OUA has scheduled a "Town Hall" meeting on June 27th, 7:00PM at The Gathering, located at 1735 SW 24th Avenue. Project information, maps, OUA personnel and engineering representatives will be present to answer your project questions.

If you should have any questions or comments, please call the office and request to speak to either Michelle Willoughby (X-118), Kristy Arnold (X-117) or John Hayford (X-109) to discuss this matter. The office telephone number is 863-763-9460.

Sincerely,



John F. Hayford
Okeechobee Utility Authority

Wastewater Fees Due

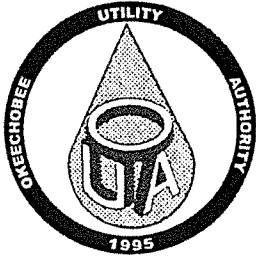
\$ 574.00	Connection to Service Line – Vacuum Pit
<u>\$ 838.00</u>	Wastewater Capital Connection Charge
\$1,412.00	TOTAL

A deposit may be required depending owner, renter or payment method.

2 Year Payment Plan (24 Months)

\$1,412.00	Amount Due
\$ 353.00	Down Payment (25%)
\$1,059.00	Amount Financed
1.00%	Interest Rate
\$ 44.75	Monthly Payment

*If you do not have an active account with the OUA for water, please contact this office establish services.



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

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

September 5, 2024

MICHAEL ROWLEY
2028 SW 21ST ST
OKEECHOBEE, FL. 34974

Site Address: 2028 SW 21ST ST

Ref: Southwest Service Area Utility System Improvements
September 2024 Connection Fees

Dear MICHAEL ROWLEY,

The Okeechobee Utility Authority is considering an allowance to allow the temporary reduction of the "Schedule of Rates Fees and Charges" to expire. If this were to occur, the fees charged by the OUA to connect to the OUA system will revert back to full fees.

What does this mean to me as an OUA customer in the Southwest Service Area (SWSA). Currently, anyone connecting to the OUA wastewater system 4" vacuum sewer lateral would pay \$600 (this represents the fee at a 75% reduction). The new proposed rate will increase to an estimated \$2,555). The wastewater capital connection charge will be going from \$876 (reduced rate) to \$3,732.

Per OUA policy, the property owner may elect to utilize an OUA payment plan as detailed in Section 8, Resolution 22-05 adopted by the OUA Board on August 18, 2022. In general, the current payment plan is described by: Terms (either 5 year plan @ 1.0% or 10 year payment plan @ 1.5% interest), minimum 25% down and a minimum monthly payment of \$40.00 per month. The OUA will consider at the next meeting (September 17th) changes to these requirements (reduction in the down payment, 15 year plan and minimum monthly payment).

What are your options, you can choose to do nothing and you will pay your fees later when the system becomes available at the then current rates, or you could choose to enter in to a payment plan now (**before October 1, 2024**) at the current reduced pricing or you can pay in full and not pay any interest.

If you should have any questions or comments, please call the office and request to speak to either Michelle Willoughby (X-118), Kristy Arnold (X-117) or John Hayford (X-109) to discuss this matter. The office telephone number is 863-763-9460.

Sincerely,

John F. Hayford
Okeechobee Utility Authority

Wastewater Fees Due

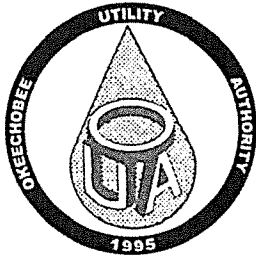
\$ 600.00	Connection to Service Line – Vacuum Pit
<u>\$ 876.00</u>	Wastewater Capital Connection Charge
\$1,476.00	TOTAL

A deposit may be required depending owner, renter or payment method.

2 Year Payment Plan (24 Months)

\$1,476.00	Amount Due
\$ 369.00	Down Payment (25%)
\$1,107.00	Amount Financed
1.00%	Interest Rate
\$ 44.75	Monthly Payment

*If you do not have an active account with the OUA for water, please contact this office to establish services and determine fees due.



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460

FAX: (863) 467-4335

November 25, 2024

MICHAEL ROWLEY
2028 SW 21ST ST
OKEECHOBEE, FL. 34974

Site Address: 2028 SW 21ST ST
Parcel ID: 1-29-37-35-0020-00000-009A

Ref: Southwest Service Area Utility System Improvements
November 2024 Connection Fees – **CORRECTED DATES**

Dear MICHAEL ROWLEY,

The Okeechobee Utility Authority is again allowing for a temporary reduction (75%) of the "Schedule of Rates Fees and Charges" from **October 1, 2024 to December 31, 2024**. On **January 1, 2025**, the fee schedule will be back to full cost.

	25%	100%
Wastewater Lateral Connection Fee	\$ 636.00	\$2,543.00
Wastewater Capital Connection Charge	<u>\$ 929.00</u>	<u>\$3,714.00</u>
	\$1,565.00	\$6,257.00

Per OUA policy, the property owner may elect to utilize an OUA payment plan as follows: Terms (interest @ 1.0%, minimum 10% down and minimum monthly payment of \$25.00 per month) or you can pay in full. Once you enter into a payment plan or pay in full, you will be locked in to today's rate. An example payment plan for the 25% fees is attached. You may also elect any payment amount above the minimum to reduce the interest and term of the loan.

In addition to the fees above, there are also costs incurred with the abandonment of the septic tank and installing piping from the house out to the streetside connection point.

If you should have any questions or comments, please call the office and request to speak to either Michelle Willoughby (X-118), Kristy Arnold (X-117) or John Hayford (X-109) to discuss this matter. The office telephone number is 863-763-9460.

Sincerely,

John F. Hayford
Okeechobee Utility Authority

Wastewater Fees Due

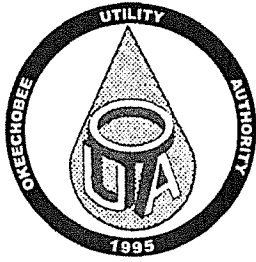
\$ 636.00	Connection to Service Line – Vacuum Pit
\$ 929.00	Wastewater Capital Connection Charge
<u>\$1,565.00</u>	TOTAL

Payment Plan (57 months (\$25.00) + final month billing (\$22.78))

\$1,565.00	Amount Due
\$ 157.00	Down Payment (10%)
\$1,408.00	Amount Financed
1.00%	Interest Rate (\$34.80)
\$ 25.00	Monthly Payment

A deposit may be required.

*If you do not have an active account with the OUA for water, please contact this office to establish services and determine fees due.



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

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

March 3, 2026

DHARMESH DESAI
3190 US HIGHWAY 441 S
OKEECHOBEE, FL 34974

Service Address: 2028 SW 21ST ST
Parcel ID: 1-29-37-35-0020-00000-009A

Ref: Southwest Service Area
February 2026 Project Completion Notice

Dear DHARMESH DESAI,

The contractor, Hinterland Group, Inc., has reached Substantial Completion on the Southwest Service Area project. What does that mean – the OUA has taken beneficial use of the collection system and it is ready for use. As per Chapter 381.00655 Florida Statutes, this is a notification that the wastewater collection system is available for connection.

What does it mean to you as the property owner? It means that you can connect your house to the streetside point of connection of the wastewater collection system and properly abandon the septic tank when you are ready. Additionally, for those homeowners experiencing septic tank problems, the first two choices are available now.

- As the property owner you can do the work yourself. You will need to obtain a Building Department permit and a Health Department permit prior to beginning the work; or
- As the property owner, you can hire someone to do the work for you. Again, both Building & Health Department permits are required; or
- The OUA will advertise a group project that will include your house. The OUA will receive bids from licensed contractors, evaluate the bids and make a recommendation of award to one bidder to do all the work. You will have to authorize entry to your property by the contractor and the work will be completed. You can elect to opt out of this work if you choose and proceed with one of the first two options. At this time you will be responsible for the costs to do this work with payment made to the OUA.

For the first two choices, permits from the Building and Health Departments are required. Additionally, the OUA office must be contacted to check on fees, service agreements and to ask for a sewer tap locate. At the completion of the field installation and before backfilling, call the Building and Health Departments as well as the OUA for inspections. Once inspected and approved, then complete the backfilling and restoration process.

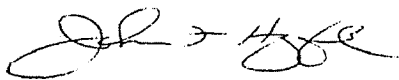
As for the third option, permits will be obtained by the OUA and the selected contractor will make a request to the OUA for a sewer tap locate. The owner of the property will need to authorize the entry of the contractor onto the property. The contractor will call for inspections prior to backfilling and upon approval of the inspection, the contractor will backfill and restore the property. The property owner will need to check with the OUA concerning fees and service agreement.

All connections to the OUA system must be completed by the end of February 2027, as provided for by Chapter 381.00655 F.S.

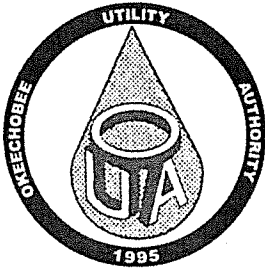
Presently, the first two group projects are out for bid with bids due to the OUA on April 9th. At the April 21st OUA meeting, the OUA Board will review the bids and make an award to the lowest most responsive bidder. Additionally, the OUA will review the total number of SWSA homes to be connected, the limited grant money available and average home connection bid from all the bids received to try and determine how the OUA can equitably allocate grant funds to homes in the service area.

If you should have any questions or comments, please call the office and request to speak to either Michelle Willoughby (X-118), Kristy Arnold (X-117) or Greg Kennedy (X-115) to discuss the property connection process. The office telephone number is 863-763-9460.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Hayford".

John F. Hayford
Okeechobee Utility Authority



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

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

June 24, 2026

DHARMESH DESAI
3190 US HIGHWAY 441 S
OKEECHOBEE, FL. 34974

PARCEL ID: 1-29-37-35-0020-00000-009A
SITE ADDRESS: 2028 SW 21ST ST

RE: Southwest Service Area, Project #2
VPS #4 Group F, Septic to Sewer Home Connection

Dear Sir or Madam,

As detailed on the previous letter regarding the Southwest Service Area, the Okeechobee Utility Authority (OUA) has taken beneficial use of the sewer collection system and it is now ready for use. The OUA received bids from licensed contractors and awarded a contract to FehI Safe Water System, to connect your house to the streetside point of connection of the sewer collection system and properly abandon your septic tank. The contractor will call for inspections prior to backfilling and upon approval of the inspection, the contractor will backfill and restore the property.

Should you decide to have the OUA contractor undertake the job of sewer connection, septic tank abandonment and restoration, the property owner must do the following *by July 15, 2026*:

- visit OUA's office, Monday through Thursday from 7:00 am to 6:00 pm concerning fees and service agreements
- make the formal selection in writing to have OUA and their contractor, FehI Safe Water System, to complete the work at your home
- authorize the entry of the contractor onto the property, by completing and notarizing the attached RIGHT OF ENTRY "Sanitary Sewer" form, which can be done at OUA

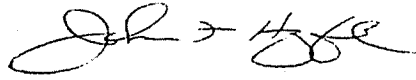
OUA is offering grant funding to participating home owners. The contract amount for your home is \$3,252.43, which is below the maximum grant available, therefore the OUA will pay the connection costs in full.

The above detailed requirements must be completed by July 15, 2026, otherwise OUA will consider non-response a rejection of our offer and the homeowner will be responsible to make connection to the sewer system on their own. If you should have any questions or comments, please call the office and

Southwest Service Area, Project #2
VPS #4 Group f, Septic to Sewer Home Connection
June 24, 2026
Page 2 of 2

request to speak to either Michelle Willoughby (X-118), Kristy Arnold (X-117) or Greg Kennedy (X-115) to discuss the property connection process. The office telephone number is 863-763-9460.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Hayford". The signature is stylized with a large initial "J" and a long horizontal stroke.

John F. Hayford
Okeechobee Utility Authority

Enclosure: RIGHT OF ENTRY "Sanitary Sewer"

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

JULY 21, 2026

FINANCE REPORT

At the end of the third quarter, June 2026, YTD revenue was \$11,134,773 compared to a budget of \$10,922,259 resulting in the achievement of 101.9% of budget or a favorable variance of \$212,514.

A comparison between current YTD achievements and prior year's result at June 2025 shows:

- a) YTD water & sewer (2026) revenue yield a 108.3% and 107.4% growth over prior YTD result (June 2025).
- b) Prior year's amount of other revenue in the sum of \$1,163,630 was due to the large signup by sewer customer before the expiration of 75% discount fee on installation charges.

YTD operating expenses at the end of June 2026 stood at \$7,330,643 compared with YTD budget of \$8,418,656 yielding a positive variance of \$1,088,014 or 12.9%. Compared with FY25 YTD, total overhead at June FY26 is \$7,330,643 remains flat over the period.

Main factors impacting YTD Overhead variance:

1. Water Master plan schedule for final quarter	-	\$300,000
2. Delay in GWTP online operation	-	\$158,000
3. Wastewater staffing (recruiting in progress)	-	\$163,000

Restricted revenue generated \$2,090,063 compare to YTD budget of \$454,183 which produced a variance of \$1,635,880 which is mainly due to capital connection charge revenue on water and sewer: Lakefront Estates, SFWMD and S. Holding LLC.

Non-operating expenses which comprises of depreciation and loan interest expenses were \$2,572,788 compared to YTD budget of \$2,493,080 reports a variance of \$79,708.

Number of Accounts – 06.30.26

At June 30, 2026, the number of customers served by the Authority were:

Water	-	10,357
Sewer	-	4,788

After review and discussion, the Board is asked to move a motion accepting June's Finance Report.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2026

As of The Period Ending June 30, 2026

OKEECHOBEE UTILITY AUTHORITY
TABLE OF CONTENTS

Executive Summary	Page 1
Finance Report for: The Period Ending June 30, 2026	Page 2
Graphs:	
Operating Revenue Comparison- YTD Actual vs Budget	Page 3
Operating Expenses Comparison– YTD Actual vs Budget	Page 3
Operating Activity Comparisons:	
Revenue-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 4
Graph-Current Year vs 4 Year Weighted Average YTD	Page 5
Graph-Water Revenue FY21-FY25 & FY26 YTD	Page 6
Graph-Sewer Revenue FY21-FY25 & FY26 YTD	Page 7
Expenses-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 8
Graph-Current Year vs 4 Year Weighted Average YTD	Page 9
Graph Operating Expenses FY21-FY25 & FY26 YTD	Page 10
Graph Non Operating Expenses FY21-FY25 & FY26 YTD	Page 11
Comparative Statement of Cashflows: 09.30.24, 09.30.25 & 06.30.26	Page 12
Balance Sheet as of June 30, 2026	Pages 13-14
Pie Graph of Major Balance Sheet Items	Page 15
Detail of Other Operating Revenue	Page 16

Okeechobee Utility Authority
Executive Summary
Prepared by Finance Director

**OKEECHOBEE UTILITY AUTHORITY
FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY25	Actual YTD FY26	Budget YTD FY26	% Variance (FY 26 vs Bud. FY26)	Actual YTD FY25	Actual YTD FY26	Budget YTD FY26	% Variance (FY26 vs Bud FY26)	Actual YTD FY 25	Actual YTD FY 26	Budget YTD FY26	% Variance (FY 26 vs Bud FY 26)	
Oct-25	1,055,766	1,105,934	1,171,003	-5.6%	701,456	847,120	747,810	-13.3%	53,124	63,181	50,465	25.2%	12,716
Nov-25	2,181,922	2,267,995	2,355,235	-3.7%	1,482,624	1,574,920	1,656,361	4.9%	113,231	189,022	100,930	87.3%	88,092
Dec-25	3,735,245	3,546,970	3,505,819	1.2%	2,336,647	2,415,349	2,627,313	8.1%	821,785	332,792	151,394	119.8%	181,398
Jan-26	4,986,951	4,780,355	4,772,831	0.2%	3,120,490	3,239,806	3,512,316	7.8%	861,752	839,016	201,859	315.6%	637,157
Feb-26	6,146,606	6,083,941	6,032,291	0.9%	3,927,631	4,022,170	4,416,034	8.9%	901,278	1,012,271	252,324	301.2%	759,947
Mar-26	7,459,616	7,545,117	7,260,818	3.9%	4,589,315	4,751,215	5,395,084	11.9%	1,144,279	1,300,274	302,789	329.4%	997,485
Apr-26	8,898,778	8,868,755	8,519,538	4.1%	5,366,347	5,678,203	6,299,522	9.9%	1,639,195	1,885,374	353,253	433.7%	1,532,121
May-26	10,096,800	9,752,145	9,752,143	0.0%	6,378,552	6,510,800	7,371,850	11.7%	1,750,429	1,967,930	403,718	387.5%	1,564,212
Jun-26	11,216,312	11,134,773	10,922,256	1.9%	7,322,471	7,330,643	8,418,656	12.9%	1,823,639	1,967,930	454,183	333.3%	1,513,747
Jul-26													
Aug-26													
Sep-26													

Respectfully,



Lauriston Hamilton

Okeechobee Utility Authority
FY 2026 Finance Report for June 30, 2026
The Period Ending

OPERATING REVENUE FUND

	Actual YTD	Budget YTD	Current YTD \$ Variance	Current YTD % Variance	May-25 Actual
OPERATING REVENUE:					
Water	\$ 6,778,346	\$ 6,586,598	\$ 191,748	2.9%	6,260,995
Sewer	\$ 4,072,823	4,061,833	10,990	0.3%	3,791,686
Other Operating Revenue (see detail on page 16)	\$ 283,604	273,828	9,776	3.6%	1,163,630
Total Operating Revenue Received	\$ 11,134,773	\$ 10,922,259	\$ 212,514	1.9%	11,216,311
OPERATING EXPENSES:					
Water	\$ 1,679,979	\$ 1,842,794	\$ 162,814	8.8%	1,630,700
Wastewater	\$ 1,044,846	\$ 1,261,705	216,859	17.2%	1,173,718
Meter Readers	\$ 277,944	\$ 301,302	23,358	7.8%	235,730
Maintenance	\$ 2,217,492	\$ 2,352,030	134,538	5.7%	2,206,485
Administration Operating	\$ 1,287,828	\$ 1,447,194	159,365	11.0%	1,288,915
General & Admin.	\$ 822,552	\$ 1,104,878	282,326	25.6%	786,923
Contingency Expense	\$ -	\$ 108,754	108,754	100.0%	0
Total Operating Expenses Paid (3) (4) (5) (6)	\$ 7,330,643	\$ 8,418,656	\$ 1,088,014	12.9%	7,322,471
Net Operating Income	\$ 3,804,131	\$ 2,503,603	\$ 1,300,528	51.9%	3,893,840

RESTRICTED REVENUE FUNDS

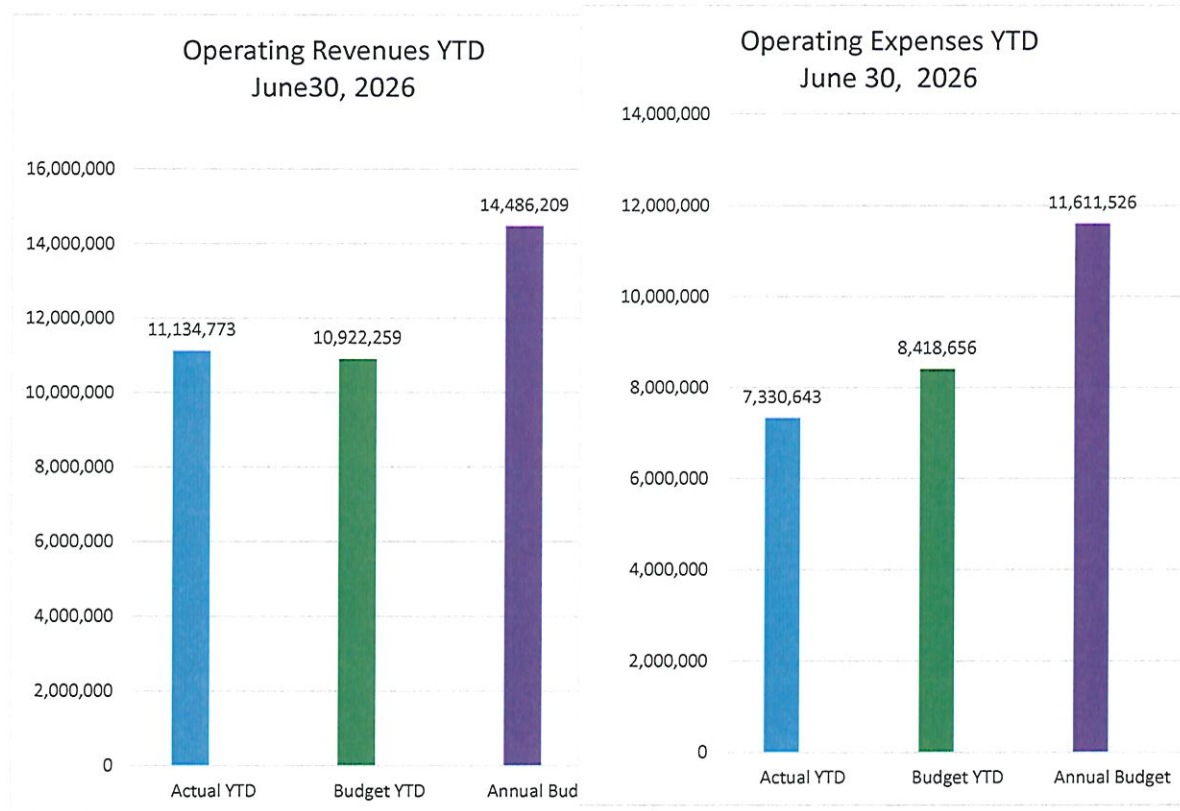
RESTRICTED REVENUE FUNDS RECEIVED:

Fire Hydrant Fund Fee	\$ 158,728	\$ 80,115	\$ 78,613	98.1%	80,424
Water CC Fees (infill)	\$ 1,164,218	35,831	1,128,386	3149.2%	158,153
WW CC Fees (infill)	\$ 444,914	61,032	383,882	629.0%	1,257,179
Operating Account Interest	\$ 239,012	215,567	23,445	10.9%	243,360
Payroll Account Interest	\$ 3,219	3,482	(263)	-7.6%	3,929
Restricted Interest Income	\$ 79,973	58,156	21,817	37.5%	80,594
TOTAL RESTRICTED REVENUE (1) (2)	\$ 2,090,063	\$ 454,183	\$ 1,635,880	360.2%	1,823,639

NON-OPERATING EXPENSES:

Debt service interest expense	\$229,305	\$226,601	(2,704)	-1.2%	383,523
Non-cash depreciation & amortization	\$2,343,484	\$2,266,480	(77,004)	-3.4%	2,217,157
Non-Operating Expenses	\$2,572,788	\$2,493,080	(79,708)	-4.6%	2,600,680
NET REVENUE BEFORE ITEMS BELOW	\$ 3,321,405	\$ 464,705	\$ 2,856,700	614.7%	3,116,799

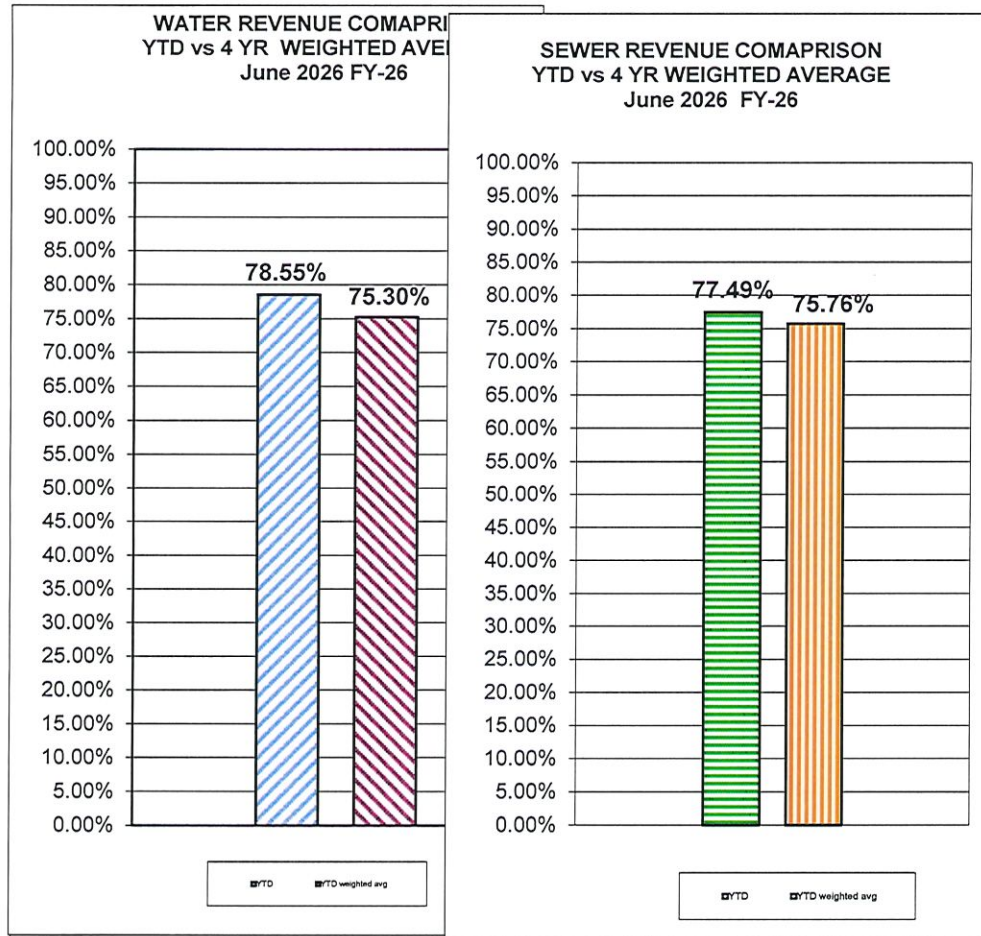
NOTES: Above Revenue and Expense does not include the following:	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	\$1,501,341	\$10,945,116	
(2) Contributed capital of:	\$169,960	\$0	
(3) Debt service principal payments of:	\$1,085,008	\$2,182,993	
(4) Net Construction In Progress (CIP) Expenditures of:	\$4,720,888	\$11,548,847	



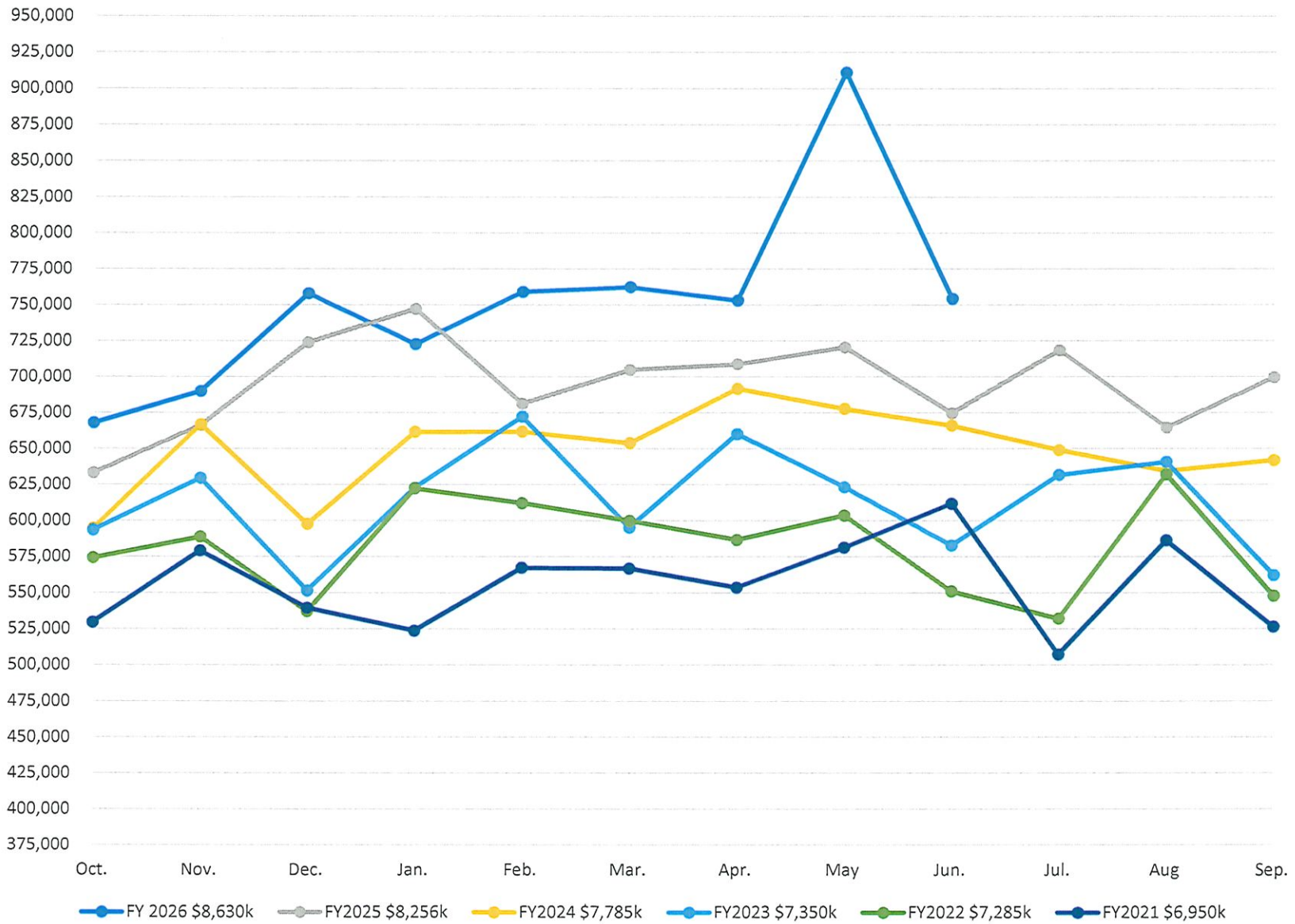
Current FY-26 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

WATER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD Budget	4 Yr Weighted Average %
Period		YTD		\$ 7,398,385	Water Revenue \$8,629,877	
Oct.	\$	667,715	667,715	\$ 77,653	7.74%	7.99%
Nov.	\$	689,906	1,357,621	\$ 65,570	15.73%	16.43%
Dec.	\$	757,942	2,115,563	\$ 185,716	24.51%	24.15%
Jan.	\$	722,696	2,838,259	\$ 79,928	32.89%	32.85%
Feb.	\$	759,146	3,597,405	\$ 112,176	41.69%	41.60%
Mar.	\$	762,393	4,359,798	\$ 142,578	50.52%	49.98%
Apr.	\$	753,034	5,112,832	\$ 111,100	59.25%	58.65%
May	\$	911,224	6,024,056	\$ 275,191	69.80%	67.25%
Jun.	\$	754,290	6,778,346	\$ 158,331	78.55%	75.30%
Jul.	\$	-	-	\$ -	0.00%	0.00%
Aug.	\$	-	-	\$ -	0.00%	0.00%
Sep.	\$	-	-	\$ -	0.00%	100.00%
SEWER UTILITY REVENUE:				Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
				\$ 4,515,449	\$5,256,134	
Oct.	\$	408,018	\$ 408,018	\$ 48,755	7.76%	7.96%
Nov.	\$	426,258	\$ 834,276	\$ 42,577	15.87%	16.46%
Dec.	\$	455,937	\$ 1,290,213	\$ 101,255	24.55%	24.31%
Jan.	\$	441,772	\$ 1,731,985	\$ 42,505	32.95%	33.16%
Feb.	\$	468,584	\$ 2,200,569	\$ 61,757	41.87%	42.18%
Mar.	\$	469,171	\$ 2,669,740	\$ 77,543	50.79%	50.86%
Apr.	\$	474,968	\$ 3,144,708	\$ 84,019	59.83%	59.51%
May	\$	510,325	\$ 3,655,033	\$ 134,592	69.54%	67.82%
Jun.	\$	417,790	\$ 4,072,823	\$ 59,097	77.49%	75.76%
Jul.	\$	-	-	\$ -	0.00%	0.00%
Aug.	\$	-	-	\$ -	0.00%	0.00%
Sep.	\$	-	-	\$ -	0.00%	100.00%

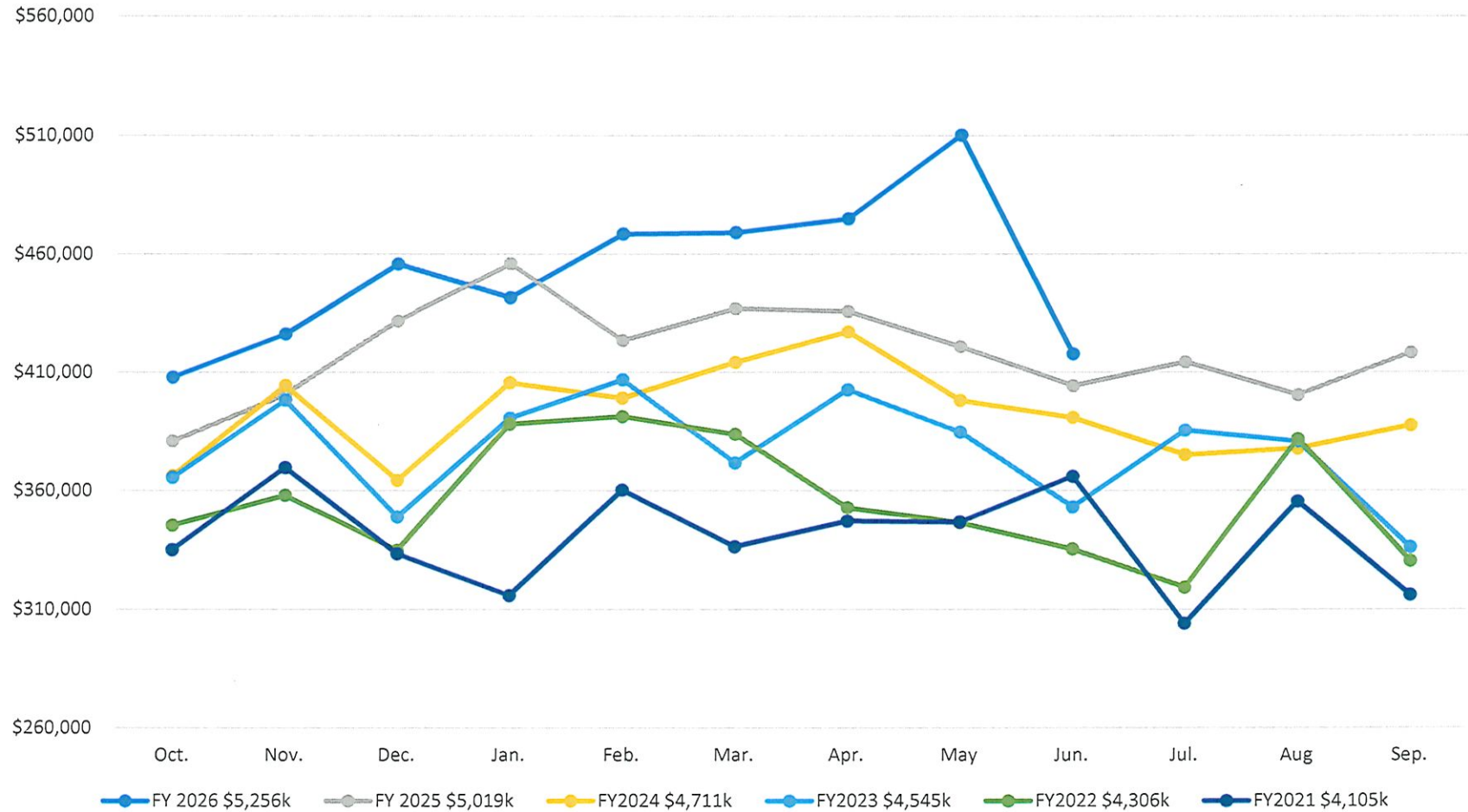
WATER AND SEWER REVENUE COMPARISON **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**



Actual Water Revenue Comparison



Actual Wastewater Revenue Comparison

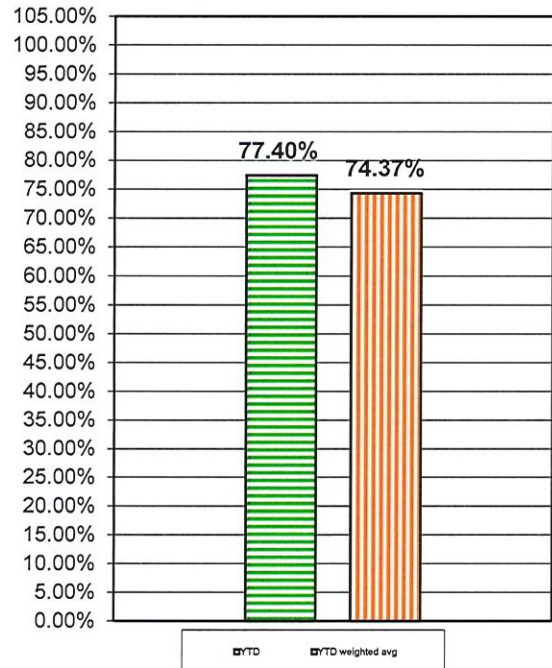


**Current FY-26 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

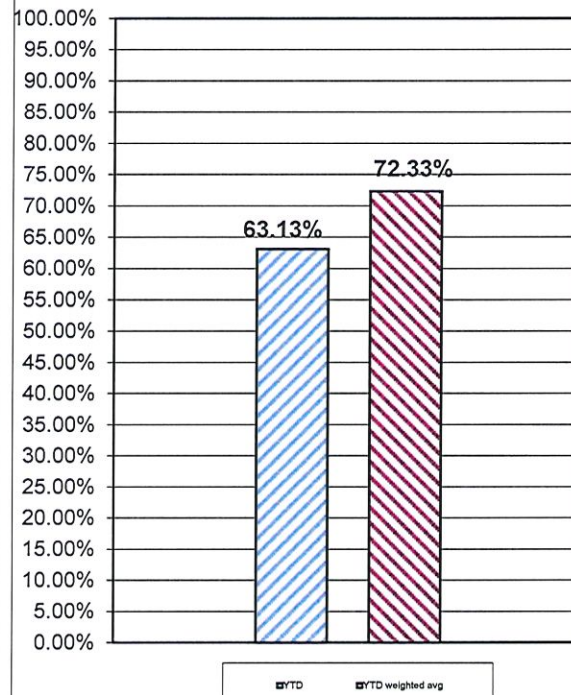
				\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
				From 4 Year Weighted Avg of	Operating Exp.	Average
OPERATING EXPENSES:				\$ 7,068,674	\$11,611,526	
	Period	YTD				
Oct.	\$ 767,120	\$ 767,120	\$ 315,644	6.61%	5.89%	
Nov.	\$ 807,800	\$ 1,574,920	\$ 283,170	13.56%	13.68%	
Dec.	\$ 840,429	\$ 2,415,349	\$ 156,565	20.80%	22.33%	
Jan.	\$ 824,457	\$ 3,239,806	\$ 291,731	27.90%	29.76%	
Feb.	\$ 782,364	\$ 4,022,170	\$ 239,183	34.64%	37.60%	
Mar.	\$ 729,045	\$ 4,751,215	\$ 92,288	40.92%	46.51%	
Apr.	\$ 926,988	\$ 5,678,203	\$ 390,537	48.90%	54.23%	
May	\$ 832,597	\$ 6,510,800	\$ 223,977	56.07%	63.30%	
Jun.	\$ 819,843	\$ 7,330,643	\$ 209,480	63.13%	72.33%	
Jul.	\$ -	\$ -	\$ -	0.00%	0.00%	
Aug.	\$ -	\$ -	\$ -	0.00%	0.00%	
Sept.	\$ -	\$ -	\$ -	0.00%	100.00%	
				\$ Difference For the Month	% Current YTD To Budgeted	
				From 4 Year Weighted Avg of	Non-Oper. Exp.	
NON-OPERATING EXPENSES:				\$ 3,064,030	\$3,324,107	
Oct.	\$ 279,848	\$ 279,848	\$ 27,308	8.42%	8.19%	
Nov.	\$ 279,847	\$ 559,695	\$ 29,587	16.84%	16.40%	
Dec.	\$ 279,263	\$ 838,958	\$ 29,003	25.24%	24.60%	
Jan.	\$ 279,652	\$ 1,118,610	\$ 29,516	33.65%	32.81%	
Feb.	\$ 279,653	\$ 1,398,263	\$ 28,558	42.06%	41.02%	
Mar.	\$ 281,300	\$ 1,679,563	\$ 28,043	50.53%	49.81%	
Apr.	\$ 279,652	\$ 1,959,215	\$ 30,707	58.94%	57.96%	
May	\$ 278,703	\$ 2,237,918	\$ 28,162	67.32%	66.16%	
Jun.	\$ 334,870	\$ 2,572,788	\$ 84,743	77.40%	74.37%	
Jul.	\$ -	\$ -		0.00%	0.00%	
Aug.	\$ -	\$ -		0.00%	0.00%	
Sept.	\$ -	\$ -		0.00%	100.00%	

**NON-OPERATING EXPENSES
COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD**

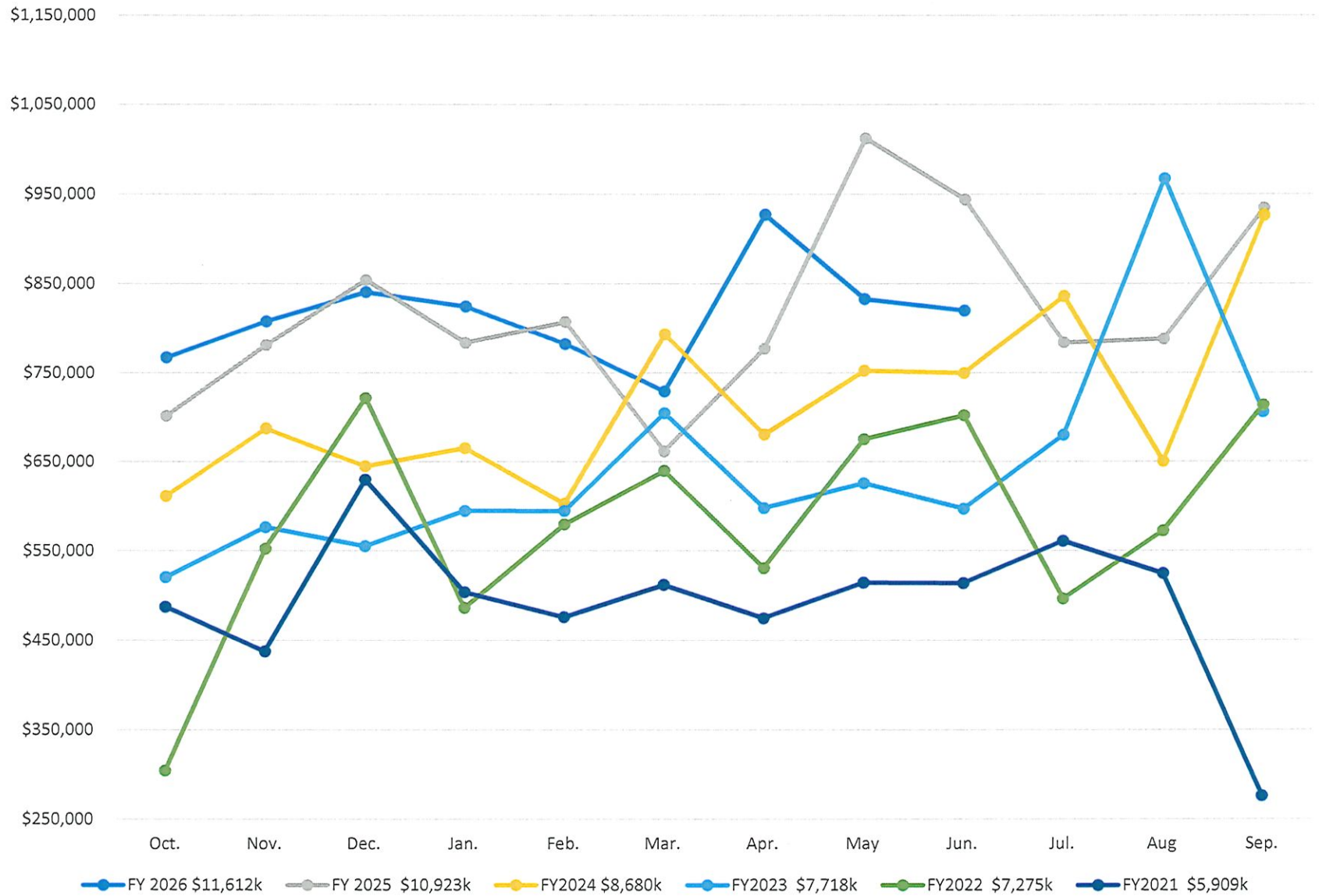
June 2026 FY-26



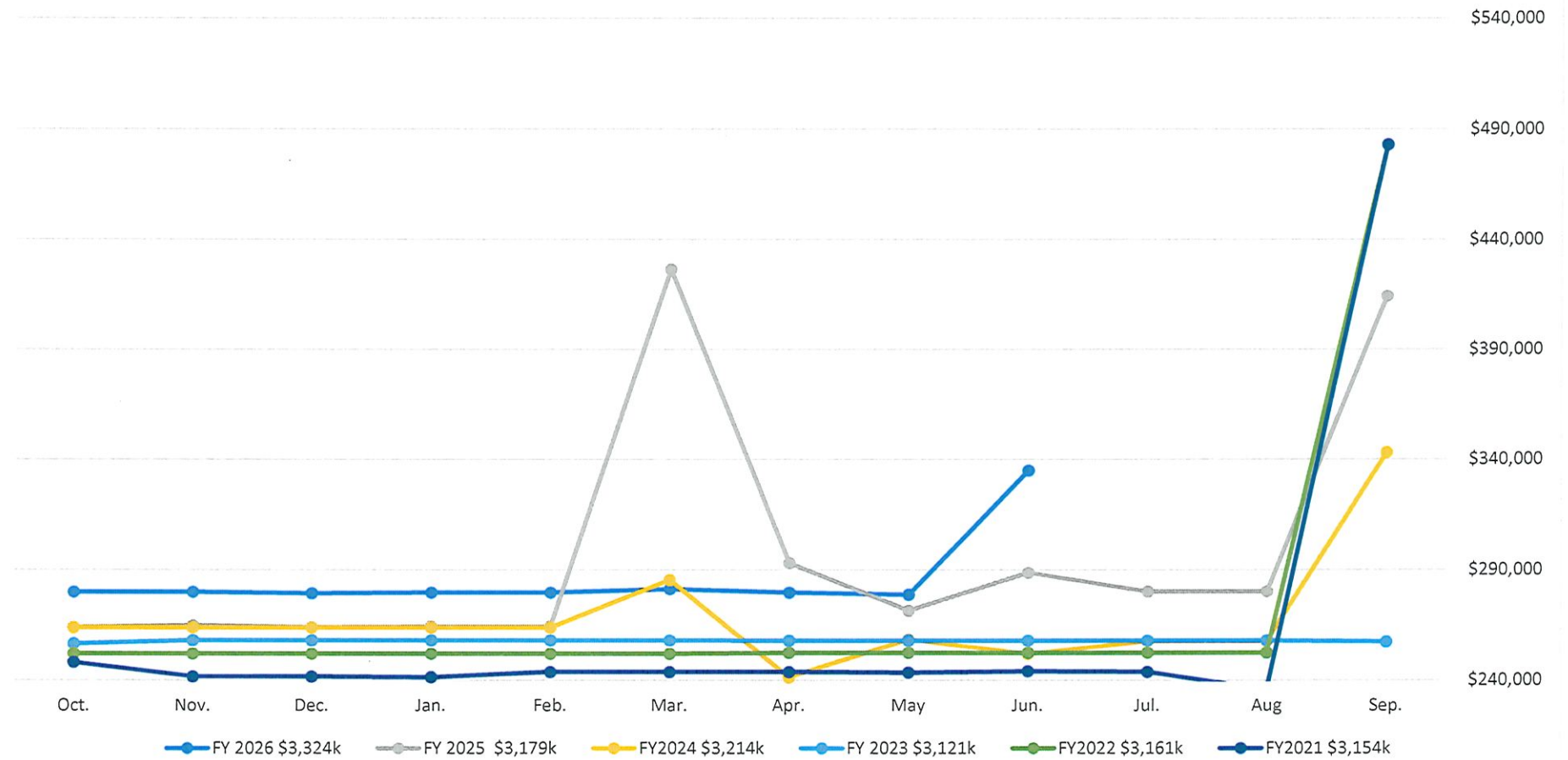
**OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
June 2026 FY-26**



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	Okeechobee Utility Authority	Audit		UnAudit	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, 2024		Sept 30, 2025	June 30, 2026
95		12 Months		12 Months	9 Month
96					
97	Cash Flows from Operations				
98	Operating Income	1,699,969		1,694,554	1,459,262
99	Depreciation & Amortization	2,825,053		2,825,053	2,343,484
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(2,986,087)		(856,446)	(54,517)
101	Increase (decrease) in cash from changes in accounts payable	905,418		(400,531)	100,183
102	Increase (decrease) in cash from changes in other assets	903,029		(79,232)	(804,699)
103	Increase (decrease) in cash from changes in other liabilities	(138,439)		778,070	38,115
104	Cash provided (used) by operations	3,208,943		3,961,468	3,081,827
105					
106	Cash Flows from Nonoperating Revenues/Expenses				
107	Fire Hydrant fees	95,154		100,569	158,728
108	Capital connection fees	459,886		459,886	1,609,131
109	Interest revenue	482,316		482,316	322,203
110	Debt issuance costs	-		0	0
111	Interest expense	(389,434)		(389,434)	(229,305)
112	Cash provided (used) by nonoperating activities	647,922		653,337	1,860,758
113					
114	Cash Flows from Capital and Financing Activities				
115	Purchase of equipment, computer hardware, & technology equipment	275,173		(1,776,916)	(286,103)
116	Construction in progress	(8,013,123)		(9,342,294)	(4,720,888)
117	Acquisition of land, easements and related costs	-		(338,132)	(146,917)
118	Sale of land and or equipment	-		-	0
119	Gain (Loss) on sale of land and equipment	16,104		17,864	1,386
120	Bond principal payments	(2,153,620)		(2,153,619)	1,085,008
121	Loan Received - South State Bank			5,430,487	
122	Grant revenue & FEMA reimbursement	8,459,653		2,696,921	1,501,341
123	Capital contributions from developers	492,467		314,207	169,960
124	Cash provided (used) by capital / financing activities	(923,346)		(5,151,482)	(2,396,214)
125					
126	Net increase (decrease) in cash and investments	2,933,519		(536,677)	2,546,371
127	This unaudited cash flow statement is subject to adjustments.				
128	The unaudited balance sheet on pages 13 & 14 is subject to adjustments.				

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
June 30, 2026

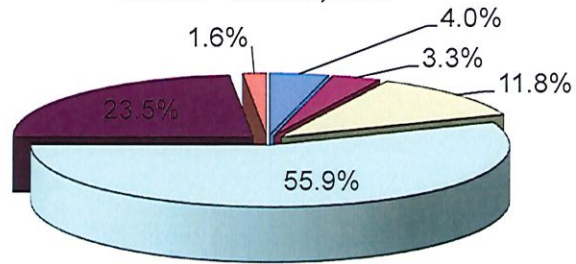
ASSETS

CURRENT ASSETS	6/30/2025	06/30/26
Cash and cash equivalents	3,668,040	4,474,816
Unrestricted assets:		
Interest receivable		
Grants receivable		
Restricted assets:		
Cash and cash equivalents	8,953,391	10,227,546
Investments	1,994,673	3,024,344
Interest receivable	0	0
Receivables:		
A/R Regular	2,698,286	2,698,076
Due from Other Governments	0	0
less allowance for uncollectible accounts	(131,568)	(144,620)
	<u>2,566,718</u>	<u>2,553,456</u>
Inventories	729,059	792,423
Prepaid Expenses	244,182	363,329
Total current assets	<u>18,156,064</u>	<u>21,435,915</u>
NONCURRENT ASSETS		
Capital assets:		
Land	3,620,647	3,798,689
Utility plants, buildings and equipment	114,218,720	121,035,613
	<u>117,839,368</u>	<u>124,834,303</u>
Less accumulated depreciation	(58,889,400)	(61,972,728)
	<u>58,949,967</u>	<u>62,861,574</u>
Construction in progress	27,292,414	26,380,462
Total capital assets	<u>86,242,381</u>	<u>89,242,037</u>
Other Assets:		
Net Pension Asset	635,860	1,270,849
Deferred Charges:		
Deferred Pension Outflows - Actuarial and Prepaid	460,673	361,311
Deferred loss on bond refunding, net	193,184	135,248
Total Deferred charges:	<u>653,857</u>	<u>496,559</u>
Total noncurrent assets	<u>87,532,098</u>	<u>91,009,445</u>
TOTAL ASSETS	<u>105,688,162</u>	<u>112,445,359</u>

LIABILITIES AND NET ASSETS

	6/30/2025	05/31/26
CURRENT LIABILITIES		
Accounts payable	995,858	1,041,543
Accrued expenses	45,710	6,846
Due to other governments	29,737	32,745
Bonds payable (current)	1,112,060	1,097,984
Accrued compensated absences & bonus (current)	483,038	406,902
Payable from restricted assets		
Accrued interest	74,729	44,800
Customer Deposits	527,831	524,026
Total current liabilities	<u>3,268,962</u>	<u>3,154,846</u>
NONCURRENT LIABILITIES		
Long-term portion of bonds payable, net	17,951,533	15,768,541
Accrued OPEB payable	262,809	307,186
Net Pension Liability	0	0
Deferred Pension Inflow from Actuarial Calculation	1,073,306	1,294,508
Unearned revenues:		
Developer agreements	424,402	424,402
Total noncurrent liabilities	<u>19,712,051</u>	<u>17,794,637</u>
TOTAL LIABILITIES	<u>22,981,013</u>	<u>20,949,484</u>
NET POSITION		
Invested in capital assets, net of related debt	44,731,657	44,731,657
Restricted for capital projects	2,361,411	2,361,411
Restricted for debt service	481,018	481,018
Restricted for Rate Stabilization	1,339,359	1,339,359
Restricted for Pension Benefits	1,904,107	1,904,107
Unrestricted	27,072,664	27,072,664
YTD Surplus of Revenue over Expenses	4,816,933	13,605,660
Total net position	<u>82,707,149</u>	<u>91,495,876</u>
TOTAL LIABILITIES AND NET POSITION	<u>105,688,162</u>	<u>112,445,359</u>

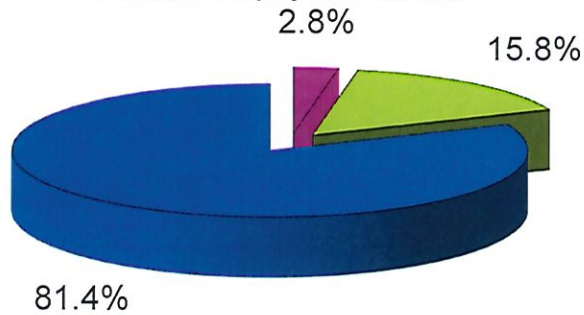
Assets - June 30, 2026



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

Cash	4,474,816	4.0%
AR, Inventory & Prepaid	3,709,208	3.3%
Restricted Cash	13,251,890	11.8%
Fixed Assets	62,861,574	55.9%
Construction in Progress	26,380,462	23.5%
Other Assets (Deferred Charges)	1,767,408	1.6%
Total Assets	112,445,359	

Liabilities & Equity June 30, 2026



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

Current Liabilities	3,154,846	2.8%
Noncurrent Liabilities	17,794,637	15.8%
Equity - Net Assets	91,495,876	81.4%
Total Liab & Equity	112,445,359	

Okeechobee Utility Authority
Detail of June 30, 2026 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:				
Private Fire Protection		\$ 81,851	83,391	(1,540)
Penalties & Late Charges		\$ 88,396	118,177	(29,781)
Gain/Loss Sale of Assets	C	1,386	0	1,386
Ag Land Lease		\$ 3,505	2,629	876
Merchant & Misc. Revenue	D	\$ 108,467	69,632	38,835
Totals		<u>\$ 283,604</u>	<u>\$ 273,828</u>	<u>\$ 9,776</u>

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

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

JULY 21, 2026

FY27 PRELIMINARY BUDGET REVIEW

At last month's meeting, the following sections were reviewed: with summary explanations on how each section was determined:

Section A	-	Budget Assumptions and Summary.
Section B	-	Revenue
Section C	-	Operating Expenses (Labor + O&M)
Section D	-	Capital Projects (major & minor projects)

Today, the following sections will be presented, allowing for discussions:

Sections E, F, G	-	Maintenance of Reserve.
Section H	-	Fire Hydrant Fund.
Section K	-	Debt Servicing & Projection.
Section L	-	Labor Cost.
Section N	-	Projected in-fil, Capital Allowance & Install Fee.
Section O	-	Fund Balances – cash flows.

Section E, F, G – Maintenance of Cash Reserve

As per the Authority's General Policy and Procedure Guideline (section 41: Financial Fund Policies – latest version Resolution 24-02), OUA should strive to maintain a reserve amount as established by Bond documents and/or Board's resolution.

The following were established for each reserve:

Renewal, Replacement & Improvement Fund	-	5% of prior fiscal year's revenue
Emergency Reserve Fund	-	30 days or prior year's O+M
Operating Reserve Fund	-	60 days of current O+M budget

Using the above calculation, sections E, F & G shows the change in funds according to the reserve determination stated in the "Policy & Procedure Guideline".

Section H – Fire Hydrant Fund

Also included in the policy, is that a Fire Hydrant Fund should be maintained for the acquisition, installation of fire hydrants, periodic maintenance and for the repair and replacement of fire hydrants.

The current rate schedule establishes a charge of \$0.62/month for residential customers and \$1.98/month for non-residential customers.

Section K – Debt Servicing

Section K summarize OUA’s loan commitments (principal + interest) by fiscal period – refer to K1.

For FY27 budgetary period, the Authority is committed to pay \$2,493,351 for loan obligation to Truist, SRF & USDA.

Section L – Labor Cost

In addition to the labor assumptions stated on schedule L1, sheet L2 shows a summary of total extended labor cost which total \$6,377,511 and agrees with the revised sheet C3 (cell O-32).

Section N – Capital Connection Charges and Installation fees

Applicable charges for new connection to the system are installation and capital connection charges.

Although there could be a number of unknown customers added to the network during the budget period, in preparation of FY27 budget, a conservative estimate for water and wastewater was used:

	<u>Water</u>	<u>Wastewater</u>
Annual in-fill growth	25	12

The above anticipated ERCs are used to estimate the installation fee shown on schedule B3 (water & wastewater) and capital connection fees on B4.

Section O – Projected Funds Balances

Section O, shows the anticipated cash movement on all cash account during FY27. After accounting for all movements (FY27), the budget targets a fund balance of \$9,139,317 with no account schedule to be in an overdraft.

Finally, should time allow, a review of schedule A4 (which provides a top-level overview of the budget) will be presented.

The above extracts of FY27 preliminary budget are provided for information purpose only. No action is required by the Board.

Debt Service Summary

FYE Ending	Truist D/S Sub Total		SRF D/S Sub Total		USDA D/S Sub Total		Total Annual Debt Service
	Int.	Prin.	Int.	Prin.	Int.	Prin.	
9/30/26	159,029	1,540,000	39,870	642,993	\$103,235.00	0	2,485,126
9/30/27	127,254	1,580,000	27,854	655,008	\$103,235.00	0	2,493,351
9/30/28	94,556	1,635,000	15,615	667,248	\$102,282.61	\$151,499.15	2,666,200
9/30/29	60,885	1,670,000	3,146	338,285	\$100,186.31	\$153,595.45	2,326,098
9/30/30	26,445	1,715,000	0	0	\$98,061.01	\$155,720.75	1,995,227
9/30/31	0	0	0	0	\$95,906.33	\$157,875.43	253,782
					\$93,721.80	\$160,059.96	253,782
					\$91,507.04	\$162,274.72	253,782
					\$79,965.07	\$173,816.69	253,782
					\$77,559.97	\$176,221.79	253,782
					\$75,121.57	\$178,660.19	253,782
					\$72,649.45	\$181,132.31	253,782
					\$70,143.14	\$183,638.62	253,782
					\$67,602.13	\$186,179.63	253,782
					\$65,025.96	\$188,755.80	253,782
					\$62,414.13	\$191,367.63	253,782
					\$59,766.21	\$194,015.55	253,782
					\$57,081.61	\$196,700.15	253,782
					\$54,359.87	\$199,421.89	253,782
					\$51,600.50	\$202,181.26	253,782
					\$48,802.91	\$204,978.85	253,782
					\$45,966.63	\$207,815.13	253,782
					\$43,091.07	\$210,690.69	253,782
					\$40,175.75	\$213,606.01	253,782
					\$37,220.10	\$216,561.66	253,782
					\$34,223.53	\$219,558.23	253,782
					\$31,185.50	\$222,596.26	253,782
					\$28,105.43	\$225,676.33	253,782
					\$24,982.77	\$228,798.99	253,782
					\$21,816.87	\$231,964.89	253,782
					\$18,607.18	\$235,174.58	253,782
					\$15,353.07	\$238,428.69	253,782
					\$12,053.93	\$241,727.83	253,782
					\$8,709.16	\$245,072.60	253,782
					\$5,318.09	\$248,463.67	253,782
					\$1,880.12	\$251,902.96	253,783

Okeechobee Utility Authority
 FY27 Budget
 Analysis of Fire Hydrant Fund

07/01/2026

The fire hydrant fund receive the following revenue monthly
Residential - \$0.62/meter
Non- Residential - \$1.98/meter
Master - \$0.62/meter

Fund Balance at October 1, 2026 (Projected)	\$719,587
Budgeted Additional Revenue in FY27	\$211,637
Interest Earnings Added to Fund Balance (Projected)	\$0
Budgeted Hydrant Replacement Expenditures in FY26	\$0
Projects (TBD)	<u>\$0</u>
Projected Fire Hydrant Fund Balance at September 30, 2027	\$931,224

	A	B	C	D	E	F	G	H
1				Okeechobee Utility Authority			Water	0.00%
2				FY27 Budget			Sewer	0.00%
3				Budget Summary				
4				Sources & Uses of Funds Statement				07/14/2026
5								
6				FUNDS FROM GENERAL UTILITY OPERATING REVENUE SOURCES:		FY27 Budget		
7				General Utility Operating Revenue.	14,791,670			
8				Funds needed from Rate Stabilization Fund				
9				Interest on Operating Accounts	294,303			
10				Total Operating Expenses	(11,971,895)			
11								
12				Net General Utility Operating Revenue (Available for Trust Bank Debt Service)		3,114,077		
13				Total Trust & USDA Debt Service Payments and Budgeted DSC Ratio (%)		(1,810,489)		172.0%
14				Remaining General Utility Oper Revenue Available for SRF Debt Service		1,303,589		
15				FUNDS PROVIDED FROM RESTRICTED REVENUE SOURCES:				
16				Transfers In From Restricted Funds to Meet SRF Debt Service:				
23				Less Senior Lien Coverage Factor at 10% (only utilized in DSC calculation)		(181,049)		
24				Less Junior Lien Coverage Factor at 15% (only utilized in DSC calculation)		(102,429)		
25				Sub-Total		1,020,110		
26				Total SRF Debt Payments and Budgeted DSC Ratio (%)		(682,862)		149.4%
27				Sub-Total		337,248		
28								
29				Remaining General Operating Revenue and Funds from both Debt Coverage Ratios		620,726		
30								
31				OTHER SOURCES OF FUNDS:				
32				Restricted Revenue:				
33				Water Capital Connection Charge Revenue From Infill	49,700			
34				Wastewater Capitial Connection Charge Revenue From Infill	46,356			
38				Fire Hydrant Fund Fees	211,637			
39				Restricted Interest Income	116,306			
40				Sub-Total Restricted Revenue		424,000		
41								
52								
53				Total Funds Available for Required & Discretionary Capital Transfers			1,044,726	
54								
55				Required Capital Transfers:				
56				Transfer Into Fire Hydrant Fund	(211,637)			
57				Transfer of Interest Income Shown Above Into Respective Restricted Funds	(116,306)			
58				Transfer to Operating Reserve Fund (strive to maintain 60 days of O&M) see tab G	(23,111)			
59				Transfer Into Water CCC Fund (from Water in-fill Revenue)	(49,700)			
61				Transfer Into WW CCC Fund (from WW in-fill Revenue)	(46,356)			
63				Transfer Into RR&I Fund (to be maintained at 5% of Prior Year System Revenue) see tab E	(10,068)			
64				Transfer Into Emergency Reserve Fund (to be maintained at 30 days Oper Exp) see tab F	(182,102)			
65				Total Funds Used for Required Capital Transfers		(639,280)		
66								
67				Discretionary Capital Transfers:				
68				Junior lien coverage used above now return to operating account (line F24)	102,429			
69				Inter-fund Transfer to Future CIP				
70				Interfund Transfer to Rate Stabilization Fund	(507,875)			
71								
72				Total Funds Used for Discretionary Capital Transfers		(405,446)		
73								
74				Total Funds Used for Required & Discretionary Capital Transfers			(1,044,726)	
75								
76				REMAINING REVENUE FUNDS AVAILABLE FOR OTHER LAWFUL PURPOSES				(0)
77								A-4

	A	B	C	D	E	F	G	H
78	FUNDING SOURCES:				FY27 Budget			
79	Fund Balance at October 1, 2026 (Projected):							
80	Restricted by Bond Covenants/Loan Documents:							
81				RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	714,241			
82				Capital Connection Fund-Water	1,151,810			
83				Capital Connection Fund-Sewer	2,334,589			
84				Capital Connection Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	381,065			
86				Debt Servicing Reserve	202,199			
87				Sub-Total	4,783,903			
88	Designated by Board Resolution:							
91				Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	772,270			
92				Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,944,872			
93				Fire Hydrant Fund	719,587			
94				Rate Stabilization Fund	1,339,359			
95				Sub-Total	4,776,087			
96	Not Restricted:							
97				General Operating Funds	3,500,000			
98				PTO Account Fund	140,000			
99				Future CIP Funding (Strive to maintain at 8% of Prior Year System Revenue)	2,000,000			
100				Sub-Total	5,640,000			
101				Total Fund Balance at October 1, 2026 (Projected)		15,199,991		
102								
103	Changes to Fund Balance (From Transfers Projected for FY27:							
104				Transfer into RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	(10,068)			
105				Transfer into CCC Fund-Water (from in-fill)	49,700			
106				Transfer into CCC Fund-Water (from 10/20 Plan)	0			
107				Transfer into CCC Fund-Sewer (from in-fill)	46,356			
108				Transfer into CCC Fund-Sewer 10/20 Plan	0			
109				Transfer into Fire Hydrant Fund	211,637			
110				Transfer into PTO Account Fund (Net of withdrawals)	0			
111				Transfer into Emergency Reserve Fund (Must be maintained at 30 days Oper Exp)	(182,102)			
112				Transfer into Operating Reserve Fund (Strive to maintain at 60 days of O & M)	(23,111)			
113				Transfer into Future CIP Funding (Strive to maintain at 8% of Prior Year Gross Rev)	0			
114				Transfer into Discretionary Rate Stabilization Funds	215,281			
115				Transfer into Future CIP Fund Earmarked:				
116				Transfers into Restricted Accounts from Interest Income	116,306			
117				Total Additions into Fund Balance (From Transfers in FY27)		424,000		
118								
119				Total Fund Balances (Projected)		15,623,990		
120	Funding Sources for Proposed Construction Project Expenditures:							
121				Net Income from Operation	965,028			
122				Admin fee & interest on SW Service Area Payment Plan agreement	50,000			
123				OSTDS Grant from FDEP for connection of Home to Sewer Line	1,300,000			
125				TMDL Grant - Removal of OSTDS	750,000			
127				FDACS Efficiency Project - NW15	650,000			
128				NW15 - FDEP Grant - LPQ0008	2,196,770			
129				AMI - Metering Project	2,500,000			
130				FDEP - Project 1 SE2 Intercon.- Const.	500,000			
131				LPQ008 - SW Service Area - Projct 3 Okee Talties	3,684,444			
132				WG018 - Treasure Island Waste Water Project	566,385			
133				SR 70 Industrial Complex WM Extension	200,000			
134				SW 5th Avenue - Septic to Sewer - FDEP - Phase 1	2,513,942			
138				Lakefront State Rd 78 - Phase 3	649,948			
139				Lakefront Contrib. to Storage Tank	1,400,000			
140				Total Funding Sources from Grants & Loans		17,926,516		
141	TOTAL FUNDS AVAILABLE FOR CAPITAL EXPENDITURES & FUND BALANCES						33,550,507	
142								

	A	B	C	D	E	F	G	H
143	PROPOSED CAPITAL EXPENDITURES DURING FY27:				FY27 Budget			
144	Funded by Grants and Loans				0			
145								
146				SW Section WW Project - SE2 Intercom Grant Funded Construction)	500,000			
147				Lakefront Pump & Storage Tank	1,400,000			
148				Okee- Tantie WW Project 3 - Grant Funded (Construction)	3,453,000			
149				Okee- Tantie WW Project 3 - Grant Funded (CEI)	231,444			
150				SW 5th Ave - Septic to Sewer Project 1- (CEI + Construction)	2,513,942			
151				NW15 Improvement (FDACS & LPQ008)	2,846,770			
152				AMI - Meter Improvement System	2,750,000			
153				Water Main Expansion - State Road 70W - Park Street	200,000			
154				State Road 78W - Phase 3	1,299,895			
155				Treasure Island Waste Water Project - Design - Grant Funded	566,385			
156				OSTDS & TMDL - Connection (Home to Line) - Construction + CEI	1,300,000			
157				TMDL Grant - Removal of OSTDS	750,000			
158				Capital Improvement Project Expenditures (primarily grant/loan funded)		17,811,436		
159								
160				Water Main Repair & Replacement (System Wide)	150,000			
161				Water Main Installation (System Wide)	150,000			
162				Wastewater Repair & Replacement (System Wide)	150,000			
168				Lift Station Electrical Panel	70,000			
169				Vac. Station #2 generator	469,300			
170				Gravity Sewer Repair & Rehabilitation	100,000			
171				Lift Station Rehabilitations SW13th, SW10th, SW6, SW12	120,000			
172				Manhole Rehabilitations	55,000			
173				Scada System Expansion - SWTP	25,000			
174				Scada System Expansion - WWTP	30,000			
175				Spray Field Pump Station Rehab.- WWTP	120,510			
176				Auger Rehab - WWTP	66,500			
177				SWTP - Ozone Generator Replacement	1,160,000			
178				GWTP Well Expansion	600,000			
179				NE 16th Water Main Extension	1,300,000			
180				Vacuum Pump Replacement	25,000			
181				Hot House Rehab.	300,000			
182				PineRidge Park Utility Expansion	158,820			
183				Everglades & Lakeview Rehab.	100,000			
184				Sub-total	5,150,130			
185				Total CIP Expenditures/Equipment Replacement & Rehab Proposed		5,150,130		
186								
187				Proposed Departmental Capital Expenditures: (Detail on D-1)				
188				Administration	250,000			
189				Maintenance	52,000			
190				Water	57,000			
191				Wastewater	1,090,625			
192				Meter Reading	0			
193				Total Proposed Departmental Capital Expenditures		1,449,625		
194								
195				Grand Total of Proposed Capital Funds Expenditures		24,411,191		
196								
197	PROJECTED RESERVES END OF FISCAL YEAR							
198	Fund Balance Reserves at September 30, 2026 (Projected):							
199				Restricted by Bond Covenants/Loan Documents:				
200				RR&I Fund (Must be maintained at 5% of Prior Year System Revenue)	737,487			
201				Capital Connection Charge Fund-Water	1,562			
202				Capital Connection Charge Fund-Sewer	41,690			
203				Capital Connection Charge Fund-Sewer 10/20 Plan (Restricted for WWTP DS)	1,065			
204				Fire Hydrant Fund	931,224			
205				Sub-Total	1,713,028			
206				Restricted by Board Policy & General Operating Funds				
207				General Operating Funds	2,921,528			
208				PTO Account Fund	143,763			
209				Debt Servicing Reserve	202,199			
210				Emergency Reserve Fund (Must be maintained at 30 day Oper Exp.)	795,516			
211				Operating Reserve Fund (Strive for 60 Days of Oper Exp)	1,991,365			
212				Future CIP Funding	13,000			
213				Rate Stabilization Fund	1,358,916			
214				Sub-Total	7,426,288			
215				Fund Balance Reserves at September 30, 2027 (Projected)		9,139,316		
216								
217				TOTAL PROPOSED CAPITAL EXPENDITURES AND FUND BALANCES			33,550,506	
218								
219				REMAINING FUNDS			\$0	
223								A-6

	A	B	C	D	E	F	G	H
224				Okeechobee Utility Authority				
225				FY27 Budget				
226				Budget Summary				07/14/2026
227				Debt Service Coverage Tests				
228								
229				Senior Lien Debt Service Coverage Analysis (110% Required)				
230								
231				General Utility Operating Revenue (line 9 above)	15,085,973			
232				Less Total Oper Exp (line 10 above)	(11,971,895)			
233				Funds needed from Rate Stabilization Fund	0			
234				Net General Utility Operating Revenue		3,114,077		
237								
238				Senior Lien Debt Service		(1,810,489)		172.0%
239								
240				Remaining General Utility Oper Rev After Truist Bank Debt Service		1,303,589		
241								
242				Senior Lien Coverage				
243								
244				Junior Lien Debt Coverage Analysis (115% for SRF) (120% for RSF)	FOR SRF COVERAGE			
245								
246				Remaining General Utility Oper Revenue After Truist Bank Debt Service	1,303,589			
247				Less Senior Lien Coverage Factor at 10%	(181,049)			
248				Less Junior Lien Coverage Factor at 15%	(102,429)			
249				Incremental Rate Revenue from FY10 & FY11 rate increases added above	0			
250				Available Revenue for SRF (Junior Lien) DSC Calculation	1,020,110			149.4%
251								
254				SRF (Junior Lien) Debt Service	682,862			
255				Dollars required to satisfy SRF (Junior Lien Coverage) per Board Policy of 115%	102,429			
256				Total Operating Funds required to meet SRF (junior lien) debt coverage ratio	785,292			
257								
258								A-7

	A	B
1	Okeechobee Utility Authority	
2	FY27 Budget	07/01/2026
3	Analysis of Operating Reserve Fund	
4		
5	(Maintain at 60 days expenses of current year System O & M)	
6		
7		
8	FY27 System Operating Expenses (Budgeted)	\$11,971,895
9		
10	FY27 60 Days O & M Expenses	1,967,983
11		
12	Fund Balance at October 1, 2026 (Projected)	1,944,872
13		
14	Fund Surplus/(Deficit)	(23,111)
15		
16	(Resolution 22 - 05 lowered requirement to 60 days).	
17		
18	Remaining Fund Surplus/(deficit)	(23,111)

	A	B
1	Okeechobee Utility Authority	
2	FY27 Budget	07/01/2026
3	Analysis of Emergency Reserve Fund	
4		
5	(Maintained at 30 days of current year System O & M)	
6		
7		
8	FY26 System Operating Expenses (Budget)	\$11,611,526
9		
10		
11	FY26 30 Days O & M Expenses (Fund Balance Required)	954,372
12		
13	Fund Balance at October 1, 2026 (Projected)	772,270
14		
15	Fund Surplus/(Deficit)	(182,102)
16		
17		
18		
19	Remaining Fund Surplus (deficit)	(\$182,102)
20		
21	30 calendar days of the preceeding year O & M (FY26) expenses.	

	A	B
1	Okeechobee Utility Authority	
2	FY27 Budget	07/01/2026
3	Analysis of RR&I Fund	
4		
5	Funding is required to be maintained at 5% of Previous Year System Operating Revenue.	
6		
7		
8	FY26 System Operating Revenue (Projected)	\$14,486,180
9		
10	FY26 Funding Required at 5% (Fund Balance Required)	724,309
11		
12	Fund Balance at October 1, 2026 (Projected)	714,241
13		
14	Fund Surplus /(Deficit)	(10,068)
15		
16		
17		
18	Remaining Fund Surplus/(Deficit)	(\$10,068)
19		
20		

[illegible]

	A	B	C	D	E	F	G	H	I
1	Okeechobee Utility Authority			FY27 Budget					
2	Projected General In-Fill Revenue							07/01/2026	
3	Approved Rates from Resolution 25-01, Effective October 1, 2025								
4									
5		WATER				WASTEWATER			
6									
7		Capital Connection Charge Revenue							
8		Projected Connections Added in	Revenue	Total CC		Projected Connections Added in	Revenue	Total CC	
9		FY27	Per CC	Revenue		FY27	Per CC	Revenue	
10		25	\$1,988.00	\$49,700.00		12	\$3,863.00	\$46,356.00	
11									
12		Install Fee Revenue							
13			Revenue Per	Total Install			Revenue Per	Total Install	
14			Residential Mtr	Fee Revenue			Connection	Fee Revenue	
15		25	\$1,399.00	\$34,975.00		12	\$2,457.00	\$29,484.00	
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35		<u>Statistical Data:</u>				<u>Water</u>	<u>Wastewater</u>		
36		Projected Number of active connections							
37		Beginning of previous Fiscal Year				10227	4875		
38		Beginning of Fiscal Year				10314	4912		
39		Projected In-fill Growth rate				0.242%	0.244%		
40		Average cost per new connection				\$3,387	\$6,320		
41									
42									
43	0% discount is assumed for capital connection and infill charge for FY26								

	A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
2					Okeechobee Utility Authority - FY27 Budget						Gen	Debt											
3					Projected Fund Balances						Oper	Service	PTO	Emergency	Operating	RR&I Min				Fire	Future	Rate	
4											Acct	Acct.	Acct	Rsrv Fd	Rsrv Fd	5% of Prev	CCC	CCC	WWTP	Hydrant	CIP	Stabilization	
5					Projected Fund Balances at Oct 1, 2026 before FY27 budget assumptions						3,500,000	202,199	140,000	772,270	1,944,872	714,241	1,151,810	2,334,589	381,065	719,587	2,000,000	1,339,359	15,199,991
6					Projected effect on fund balances from FY26 Operations:			Per A-4															0
7					Net General Utility Operating Revenue			3,114,077							0	0							0
8					Debt Servicing coverage							2,493,351											2,493,351
9					Truist + USDA Debt Service Payments (required)			(1,810,489)				(1,810,489)											(1,810,489)
11					Fire Hydrant Fund Fees			211,637												211,637			211,637
12					Water CCC from Infill			49,700									49,700						49,700
13					WasteWater CCC from Infill			46,356										46,356					46,356
14					SRF Debt Service Payments (required)			(682,862)				(682,862)											(682,862)
15					Restricted Interest Income (from worksheet B4)			116,306			294,302		3,763	23,246	46,493	23,246						19,559	410,609
16					Rate Revenue from FY10 & FY11 Rate Increases			0			0												0
19					SW Service Area Payment Plan & Admin. Fee						50,000												50,000
20					External funding from Grants and Loans																		0
21					Treasure Island Waste Water Project - Construction	60,000,000	24,520,580	0	60,000,000		0												0
22					Treasure Island Waste Water Project - Engineering	3,180,385	1,000,000	0	3,180,385		566,385												566,385
23					SW Service Area - Project 3 Okee Tantie - CEI	831,444	831,444	600,000	231,444		231,444												231,444
24					SW Service Area - Project 3 Okee Tantie - Construction	6,906,000	6,906,000	-	6,906,000		3,453,000												3,453,000
25					SW 5th Ave - Septic to Sewer - Project 1 - CEI	292,700	292,700	200,000	92,700		92,700												92,700
26					SW 5th Ave - Septic to Sewer - Project 1 - Construction	4,728,322	4,728,322	1,500,000	3,228,322		2,421,242												2,421,242
27					SW 5th Ave - Septic to Sewer - Project 2 - CEI	189,100	0	0	189,100		0												0
28					SW 5th Ave - Septic to Sewer - Project 2 - Construction	2,556,386	-	0	2,556,386		0												0
29					SR 78 (Phase 3) - CEI	399,895	199,948	0	399,895		199,948												199,948
30					SR 78 (Phase 3) - Construction	1,000,000	500,000	100,000	900,000		450,000												450,000
31					SE 2 - Diversion	1,500,000			1,500,000		500,000												500,000
32					Lakefront - Pump & Storage Tank - CEI	264,547	264,547	64,547	200,000		200,000												200,000
33					Lakefront - Pump & Storage Tank - Construction	1,200,000	1,200,000		1,200,000		1,200,000												1,200,000
34					SR 70 Commerce Dept. WM Expansion - CEI	200,000	200,000		200,000		200,000												200,000
35					SR 70 Commerce Dept. WM Expansion - Construction	3,000,000	2,700,000		3,000,000		0												0
36					NW15 - FDACS Efficiency Project	650,000	650,000	0	650,000		650,000												650,000
37					NW15 - LPQ008	2,196,770	2,196,770		2,196,770		2,196,770												2,196,770
38					NW15 - FDACS Efficiency Project - CEI	249,600	249,600		249,600		0												0
39					AMI - Meter Project	2,750,000	2,500,000		2,750,000		2,500,000												2,500,000
40					OSTDS - Connection of Home to Sewer - Grant	450,000	350,000	0	450,000		1,300,000												1,300,000
41					TMDL - Connection of Home to Sewer - Grant	750,000			750,000		750,000												750,000
49					Net Source of Funds from Operations after debt service, excluding restricted funds			670,726			670,726												670,726
50					Transfer of Funds to cover overdraft																		0
52					Fund Balances Before Capital Expenditures			0			21,426,516	202,199	143,763	795,516	1,991,365	737,487	1,201,510	2,380,945	381,065	931,224	2,000,000	1,358,917	33,550,507
53						Project Budget	Original Grant	Spent @ 09.30.26	Remaining Balance		Gen	Debt Servicing	PTO	Emerg. Resv.	Operating Resv.	RR&I Min	CCC Water	CCC Sewer	WWTP	Fire Hydrant	Future CIP	Rate Stabilization	Project Alloc.
54					Treasure Island Waste Water Project - Construction	60,000,000	24,520,580	0	60,000,000		0												0
55					Treasure Island Waste Water Project - Engineering	3,266,385	3,266,385	2,700,000	566,385		(566,385)												(566,385)
56					SW Service Area - Project 3 Okee Tantie - CEI	831,444	831,444	600,000	231,444		(231,444)												(231,444)
57					SW Service Area - Project 3 Okee Tantie - Construction	6,906,000	6,906,000		6,906,000		(3,453,000)												(3,453,000)
58					SW 5th Ave - Project 1 - Septic to Sewer - CEI	292,700	292,700	200,000	92,700		(92,700)												(92,700)
59					SW 5th Ave - Project 1 - Septic to Sewer - Construction	4,728,322	4,728,322	1,500,000	3,228,322		(2,421,242)												(2,421,242)
60					SW 5th Ave - Project 2 - Septic to Sewer - CEI	189,100	0	0	189,100		0												0
61					SW 5th Ave - Project 2 - Septic to Sewer - Construction	2,556,386	-	0	2,556,386		0												0
62					SR 78W - Phase 3 - CEI	399,895	199,948		399,895		(199,948)						(199,948)						(399,895)
63					SR 78W - Phase 3 - Construction	1,000,000	500,000	100,000	900,000		(450,000)						(450,000)						(900,000)
64					SE 2 - Diversion	1,500,000			1,500,000		(500,000)												(500,000)
65					Lakefront - Pump & Storage Tank - CEI	264,547	264,547	64,547	200,000		(200,000)												(200,000)
66					Lakefront - Pump & Storage Tank - Construction	1,200,000	1,200,000		1,200,000		(1,200,000)												(1,200,000)
67					SR 70 Commerce Dept. WM Expansion - CEI	200,000	200,000	0	200,000		(200,000)												(200,000)
68					SR 70 Commerce Dept. WM Expansion - Construction	3,000,000	2,700,000	0	3,000,000														0
69					NE 16th - Water Main Extension - Construction	1,300,000	-	0	1,300,000		(800,000)										(500,000)		(1,300,000)
70					NE 16th - Water Main Extension - CEI	150,000	-	150,000	-		0												0
71					NW15 - FDACS Efficiency Project	2,846,770	650,000		2,846,770		(2,846,770)												(2,846,770)
72					NW15 - FDACS Efficiency Project - CEI	249,000	249,000	249,000	-		0												0
74					AMI - Meter Project	2,750,000	2,500,000	0	2,750,000		(2,750,000)												(2,750,000)
75					SWTP OZONE Replacement - Construction	1,000,000		0	1,000,000												(1,000,000)		(1,000,000)
76					SWTP OZONE Replacement - CEI	160,000	0	0	160,000												(160,000)		(160,000)
77					GWTP - Well Expansion (Water Hardness) - Construction	500,000			500,000								(500,000)						(500,000)
78					GWTP - Well Expansion (Water Hardness) - CEI	100,000			100,000		(50,000)						(50,000)						(100,000)
80					Pine Ridge park Utility Expansion - CEI	45,700		45,700	-														0
81					Pine Ridge park Utility Expansion - Construction	308,820		150,000	158,820									(158,820)					(158,820)
82					Vac. Station # 2 Generator Replacement - CEI	45,300		45,300	-														0
83					Vac. Station # 2 Generator Replacement - Contractor	469,300			469,300									(469,300)					(469,300)
84					OSTDS - Connection of Home to Sewer - Grant	2,500,000	2,500,000	1,200,000	1,300,000		(1,300,000)												(1,300,000)
85					TMDL - Connection of Home to Sewer - Grant	750,000	750,000	0	750,000		(750,000)												(750,000)
89					Water Main Installation (System Wide)	150,000			150,000		(150,000)												(150,000)
90					Water Main Repair & Replacement(System Wide)	150,000			150,000		(150,000)												(150,000)
91					SCADA System upgrade - WWTP	30,000			30,000											(30,000)			(30,000)
92					SCADA System upgrade - SWTP	25,000			25,000												(25,000)		(25,000)
93					Hot House Rehab.	300,000			300,000									(300,000)					(300,000)
94					Spray Field Pump Station Rehab.	120,510			120,510									(120,510)					(120,510)
95					Everglades & lakeview Rehab.	100,000			100,000									(100,000)					(100,000)
96					Auger Rehab.	66,500			66,500		(66,500)												(66,500)
97					Wastewater Main Repair & Replacement (System Wide)	150,000			150,000									(150,000)					(150,000)
98					Lift Station Electrical Panels -	70,000			70,000		(70,000)												

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

JULY 21, 2026

**CEMETERY ROAD WASTEWATER TREATMENT FACILITY (CRWWTF)
SAND AND GRIT REMOVAL GRANT, SG087 AND CONTRACT**

The Florida Department of Environmental Protection's (DEP) Springs and Watershed Restoration Program offers a grant for the removal of accumulated sand and grit from domestic wastewater treatment systems. The CRWWTF East Oxidation Ditch Aerator was assessed by SediVision on January 8, 2026. The assessment estimated that 109.8 cubic yards of accumulated materials were present. OUA received a cost estimate of \$80,600.00 from US Submergent to remove the sand and grit. The cost estimate was piggy backed utilizing the City of Orlando's Procurement and Contracts Division Reservoir Environmental Cleaning Services contract.

OUA applied to DEP for grant reimbursement of the estimated \$80,600.00 through the Sand and Grit Removal Grant Program. The grant was approved for up to \$80,600.00 in funding reimbursement.

The SediVision Assessment Report, US Submergent Cost Estimate and State of Florida DEP Standard Grant Agreement are attached for review.

Following discussion, staff recommends accepting the Sand and Grit Removal Grant SG087, proceeding with a contract with US Submergent and issuing a Purchase Order for the removal of accumulated sediments from the East Oxidation Ditch Aerator.

Motion 1:

Accept DEP Sand and Grit Removal Grant SG087 from DEP and authorize the Chairperson to sign Grant Agreement.

Motion 2:

Accept Cost Estimate from US Submergent in the amount of \$80,600.00, authorize the Chairperson to sign Cost Estimate and issue a purchase order in the amount of \$80,600.00 to US Submergent for the removal and disposal of the sand and grit in the East Oxidation Ditch Aerator.

SediVision Results

Contract No. WQ179

Task Assignment Number: TA 20

Facility Name: Cemetery Road Wastewater Treatment Facility

Facility ID: FLA013888

Facility Address: 1335 NE 39th Blvd, Okeechobee, Florida 34972

The following summarizes mapping and loss estimation results for the Cemetery Road Wastewater Treatment Facility and includes an estimated loss of capacity and cubic yards of accumulated material by structure.

Summary of Project

The Cemetery Road Wastewater Treatment Facility is located in Okeechobee, Florida and its permitted treatment capacity is 1.6 MGD.

The facility's oxidation ditch was assessed on January 8, 2025.

Summary of Findings

The SediVision assessment revealed that the oxidation ditch has an estimated 109.8 cubic yards of accumulated material and a loss of capacity of 1.7% in the areas assessed.

The quantities reported consist of both sediment and biosolids. These quantities represent the in situ, fluidized volume and do not represent final disposal volumes.

Should there be any questions, please contact us at dstutler@ussthholdings.com and ksommers@sedivision.com.

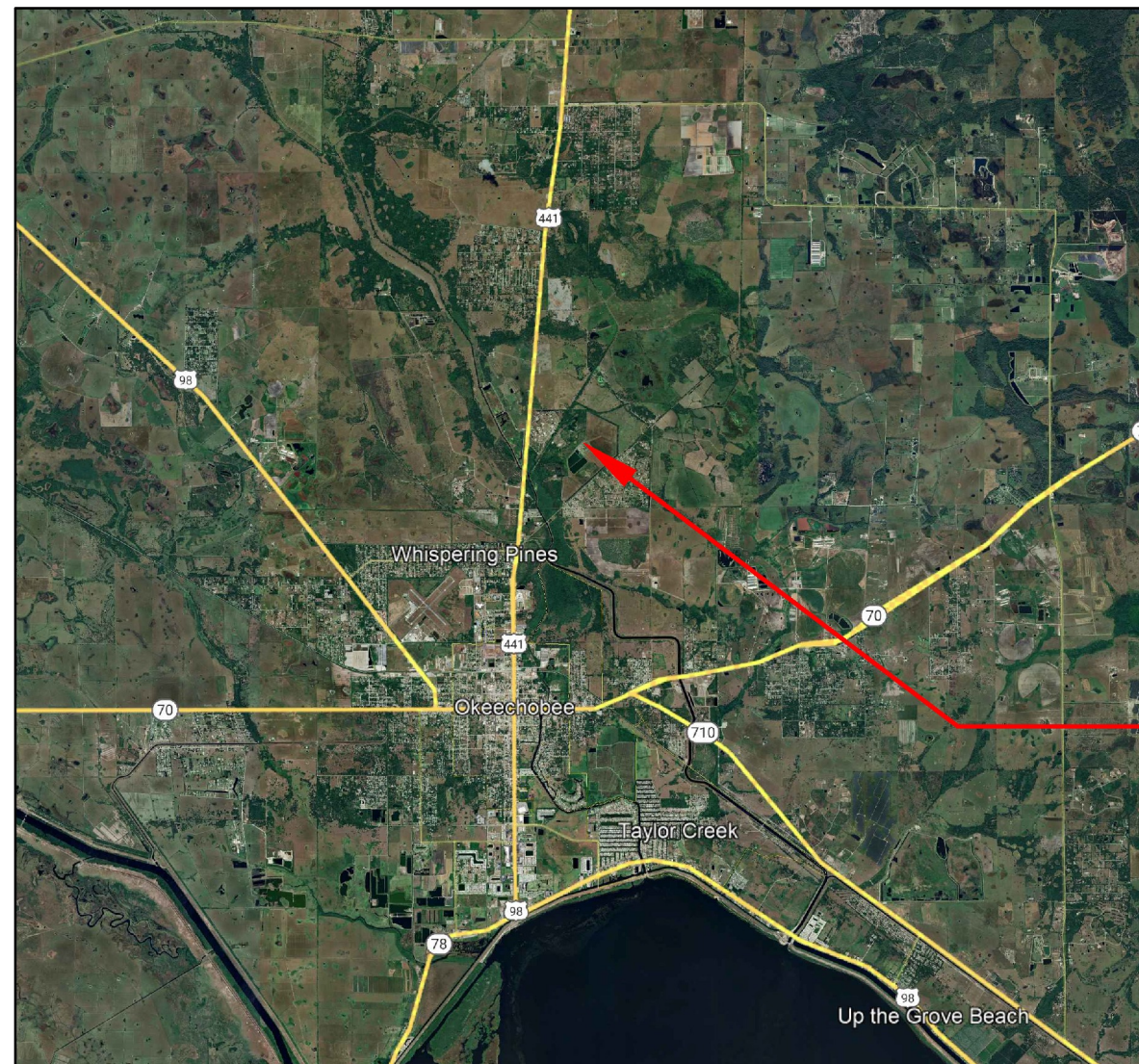
Regards,
Denver J. Stutler, Jr., CEO
SediVison, LLC

SEDIVISION ASSESSMENT

CEMETERY ROAD WASTEWATER TREATMENT FACILITY

1335 NE 39th Blvd, Okeechobee, FL 34972

ASSESSMENT OF EAST OXIDATION DITCH



Vicinity Map
Not to Scale

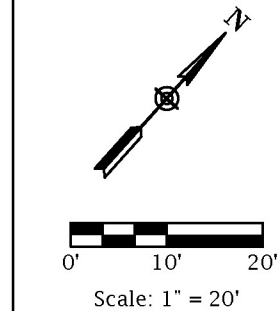


Aerial Map
Not to Scale

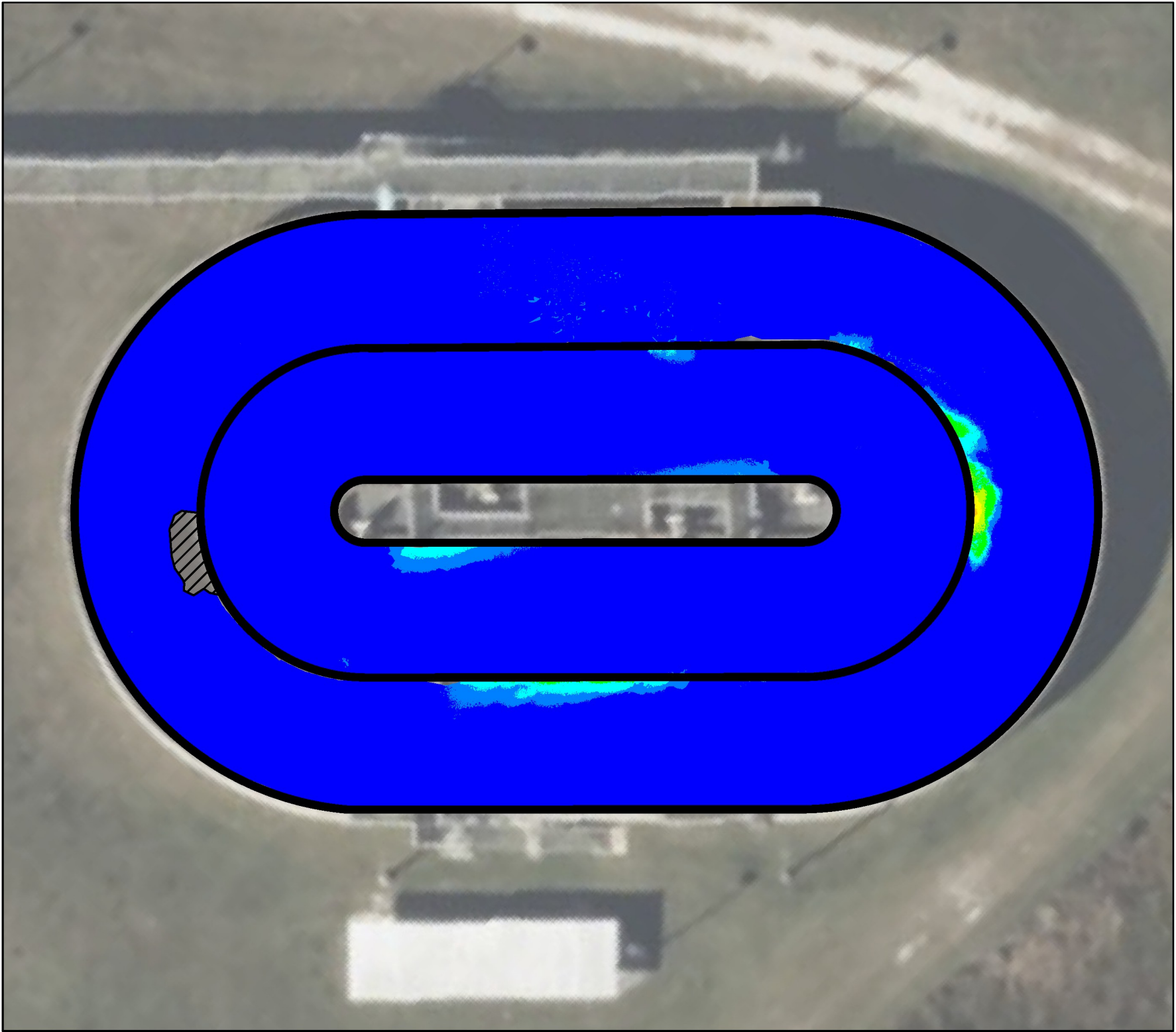
MAP SHOWING QUANTITY ASSESSMENT OF: OXIDATION DITCH LOCATED AT THE CEMETERY ROAD WASTEWATER TREATMENT FACILITY Okeechobee, Florida



Aerial Map
Not to Scale



ELEVATION RANGE (FT)		
COLOR	MIN	MAX
	3.0	3.5
	2.5	3.0
	2.0	2.5
	1.5	2.0
	1.0	1.5
	0.5	1.0
	0.0	0.5



NOTES:

1. The purpose of this assessment was to calculate the volume of the accumulated material and Estimated Loss of Capacity (LOC).
2. Volumes were calculated using the TIN volume method in Civil 3D 2025.
3. Quantities reported were derived from on-site assessment performed on January 8, 2026.
4. The reference plane for volume calculations was based on a base elevation of 0.0 ft.
5. Estimated LOC was based on the water level observed at the time of the assessment (14.3 ft above base elevation).
6. Structures depicted here were digitized from recent aerial imagery.
7. Cross-Hatched areas are locations where data was not collected and is not included in the In-Tank Loss of Capacity Estimate.
8. In-tank volume measurements do not represent final disposal volumes from any cleaning operation, which are dependent on removal method and the condition of the tank at the time of cleaning.

IN-TANK LOSS OF CAPACITY ESTIMATE		
TANK	VOLUME (CU YD)	LOC (%)
OXIDATION	109.8	1.7

*This is not the disposal volume.

SEDIVISION	
	
SEDIVISION, LLC 2201 CANTU COURT, SUITE 220 SARASOTA, FL 34232	
DRAWN BY: GR	ACQUISITION DATE: 01/08/26
CHECKED BY: CD	DRAFTED DATE: 01/16/26
APPROVED BY: KS	APPROVAL DATE: 01/19/26
JOB NUMBER: 691.20	SHEET NO.: 2 OF 2



COST ESTIMATE

Date

February 10, 2026

Expires

April 11, 2026

US Submergent Technologies

2201 Cantu Ct, Ste 220
Sarasota, FL 34232

Chandler Stutler
cstutler@ussubmergent.com
+18502646115

Prepared for

Okeechobee Utility Authority

100 SW 5th Avenue
Okeechobee, FL 34974

Greg Kennedy
Assistant Executive Director
asstexecdir@ouafl.com
863-763-9460 Press 0

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this cost estimate for your consideration to remove the accumulated material(s) from the **Ox Ditch(es)**. The following pricing schedule includes the costs of providing a complete operation of removing and disposing of the estimated volumes of material to be removed.

General Scope of Work:

USST will reach and remove material from agreed-upon structures utilizing a combination of vacuum, pumping, jetting and/or reaching components using patented and appropriate equipment, as well as a trained and capable service crew. USST will provide mobilization and demobilization to and from the project site and to disposal facility. USST will clean work area(s) to pre-project conditions upon completion of project.

An itemized pricing schedule follows.

Pricing based on: **Piggyback**

Payment Terms: **Net-30 on receipt of Invoice**

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	1	Lump Sum	\$6,500.00	\$6,500.00
Time, Labor & Equipment (Vac Only)	8	Per Day	\$4,250.00	\$34,000.00
Disposal, Offsite, Pressure Box	8	Per Day	\$2,400.00	\$19,200.00
Downhole Pump	5	Per Day	\$2,500.00	\$12,500.00
Disposal, Offsite w/ Transport	80	Per Ton	\$105.00	\$8,400.00

One-time subtotal	\$80,600.00
Total	\$80,600.00
Total Contract Value	\$80,600.00

Project Assumptions and Additional Conditions:

- Client shall provide unrestricted access to the facility worksite. Unrestricted access includes ensuring height clearance without obstruction in and around structure(s), and, removing and/or unbolting any hatches or panels required for access or ventilation.
- The Cost Estimate does not include hydro- and/or grit-blasting of the structure(s).

General Terms and Conditions:

The pricing schedule summarizes the estimated quantities and standard unit costs based on our understanding of existing conditions, our interpretation of the RFP scope and/or specifications that have been made available to us.

- Rates are based on a Monday through Friday (8:00 AM – 4:00 PM) workday. If Weekend work and/or second/third shift work is authorized, overtime rates will be charged.
- A signed Cost Estimate and/or Purchase Order is required prior to project commencement. Upon acceptance of this signed Cost Estimate and/or Purchase Order, USST will schedule the project on a mutually agreed date with a minimum of 5-days lead time.

USST production rates are based on physical access to the structure, distribution of accumulated materials, as well as the type and quantity of materials to be removed.

- USST will maintain daily performance/production records.
- All waste (actual quantities) will be manifested, transported and disposed of in accordance with all applicable Local, State and Federal regulations.

Unit costs will be billed on actual quantities of time, labor and equipment required to complete the scope. Transportation & Disposal costs are based on conforming with waste profile approval for “Non-Hazardous Waste”; approval is required prior to scheduling of this project.

- If applicable, a Demurrage Rate will be charged at \$950 per hour rounded to the nearest half-hour.
- A fuel surcharge shall be added to all invoices equal to one-percent (1 %) of the estimate value.
- Where applicable, it is the Client’s responsibility for payment of unforeseen fees, taxes, or unexpected administrative costs which USST may incur during execution.

USST shall provide all labor, materials and equipment, unless otherwise discussed, to complete the agreed-upon services.

USST shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services and in accordance with accepted and sound professional practices and procedures. USST shall comply with all OSHA-10 standards and all applicable Local, State and/or Federal health and safety regulations.

USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked and made aware of prior to project start.

USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

Chandler Stutler, *Central Florida Account Manager*
D: (850) 264-6115

Should you have any questions or concerns about this cost estimate, please do not hesitate to contact me directly by email or phone.

Project Acceptance

Client Signature

Signature

Date

Printed name

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Okeechobee Utility Authority WWTF Sand and Grit Removal** Agreement Number: **SG087**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Okeechobee Utility Authority** Entity Type: **Local Government**

Grantee Address: **100 SW 5th Ave., Okeechobee, FL 34974** FEID: **65-0596617**

(Grantee)

3. Agreement Begin Date: **April 1, 2026** Date of Expiration: **April 30, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (27.3019, -80.8122)**

Project Description: **The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation.**

5. Total Amount of Funding: \$ 80,600.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Sand & Grit, GAA LI 1670, FY 22-23, GR	\$ 1,565.25
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 79,034.75
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 80,600.00

6. Department's Grant Manager Name: Kayla Becerra or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2961 Email: Kayla.Becerra@FloridaDEP.gov	Grantee's Grant Manager Name: John Hayford, P.E. or successor Address: 100 SW 5th Ave. Okeechobee, Florida 34974 Phone: 863-763-9460 Email: jhayford@ouafl.com
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Okeechobee Utility Authority

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

John Gilliland, Chairperson

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kayla Becerra, DEP Grant Manager

Kate Pace, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
- iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
- v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
- vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SG087**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Okeechobee Utility Authority WWTF Sand and Grit Removal. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on April 1, 2026 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Okeechobee Utility Authority WWTF Sand and Grit Removal.

PROJECT LOCATION: The Project will be located in the Okeechobee Utility Authority service area within Okeechobee County; Lat/Long (27.3019, -80.8122). Okeechobee Utility Authority Wastewater Treatment Facility (WWTF) WAFR ID FLA013888.

PROJECT BACKGROUND: Okeechobee Utility Authority has documented sand and grit at the Okeechobee Utility Authority WWTF. Removing the sand and grit will not only restore the capacity of the system, but will also improve treatment and increase the plant's efficiency.

PROJECT DESCRIPTION: The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Sand and Grit Removal Service

Deliverables: The Grantee will remove at least 80% of the volume of sand and grit from each tank that has at least 10% sand and grit by volume at the Grantee's wastewater treatment facility.

Documentation: The Grantee will submit a final report documenting the volume of sand and grit removed.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

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

DIRECT PAYMENT: For those grant agreements for which direct payment is approved, the reference to "payment" in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Sand and Grit Removal Services	Contractual Services	\$80,600	04/01/2026	10/31/2027
Total:			\$80,600		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

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

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

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

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

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

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.075	Small Community Wastewater Facility Grant – LI 1670	\$1,565.25	143276
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$79,034.75	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$80,600.00	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 30

JULY 21, 2026

**SWSA PROJECT 2 – SEPTIC TO SEWER CONNECTIONS
VPS #5 GROUPS Y, Q, R AND S**

On June 25th, bids were received and opened for **VPS #5 Group Y**, which has thirty-nine (39) addresses for connection. Bids were received from two Florida licensed plumbing contractors, Invertech Solutions LLC and Meek's Plumbing, Inc.

		<u>Vendor's Bid</u>	<u>Staff Review</u>
Invertech Solutions LLC	-	\$160,899.16	\$160,899.11
Meeks Plumbing Inc.	-	\$129,548.00	\$129,548.16

Following Staff review for completeness, Meeks Plumbing Inc was identified as the bidder with the lowest bid of \$129,548.00.

The VPS #5 Group Y Bid Tabulation is shown on the following page:

On July 9th, bids were received and opened for **VPS #5 Group Q**, which had had seventeen (17) addresses for connection. Bids were received from two Florida licensed plumbing contractors, Fehl Safe Water Systems LLC and Meek's Plumbing, Inc.

		<u>Vendor's Bid</u>	<u>Staff Review</u>
Fehl Safe Water Systems LLC	-	\$70,249.00	\$70,249.00
Meeks Plumbing Inc.	-	\$66,667.50	\$66,667.50

Following Staff review for completeness, Meeks Plumbing Inc was identified as the bidder with the lowest bid of \$66,667.50.

The VPS #5 Group Q Bid Tabulation is shown below:

Residential Connections - Septic to Sewer									
VPS #5 Group Q			Math rounding error due to splitting upfront costs to specific addresses, use bid p						
7/9/2026	Last Edited								
				Meeks Plumbing, Inc.			Fehl Safe Water Systems		
Mobilization		LS		\$3,800.00			\$4,000.00		
Indemnification		LS		\$0.00			\$0.00		
Safety		LS		\$0.00			\$0.00		
MOT		LS		\$0.00			\$0.00		
			Sub-Total	\$3,800.00			\$4,000.00		
			Number of Connections	17			17		
			Per Connection Costs	\$223.53			\$235.29		
Sitework									
	3238 SW 18TH ST			\$223.53	\$2,108.50	\$2,332.03	\$235.29	\$2,295.00	\$2,530.29
	3239 SW 18TH ST			\$223.53	\$2,385.50	\$2,609.03	\$235.29	\$2,611.00	\$2,846.29
	3260 SW 18TH ST			\$223.53	\$1,791.00	\$2,014.53	\$235.29	\$1,933.00	\$2,168.29
	3282 SW 18TH ST			\$223.53	\$2,492.50	\$2,716.03	\$235.29	\$2,683.00	\$2,918.29
	3283 SW 18TH ST			\$223.53	\$2,494.00	\$2,717.53	\$235.29	\$2,737.00	\$2,972.29
	3306 SW 18TH ST			\$223.53	\$2,024.50	\$2,248.03	\$235.29	\$2,199.00	\$2,434.29
	3315 SW 18TH ST			\$223.53	\$2,121.00	\$2,344.53	\$235.29	\$2,309.00	\$2,544.29
	3328 SW 18TH ST			\$223.53	\$1,887.50	\$2,111.03	\$235.29	\$2,043.00	\$2,278.29
	3352 SW 18TH ST			\$223.53	\$2,313.00	\$2,536.53	\$235.29	\$2,503.00	\$2,738.29
	3353 SW 18TH ST			\$223.53	\$2,261.00	\$2,484.53	\$235.29	\$2,469.00	\$2,704.29
	3374 SW 18TH ST			\$223.53	\$2,799.50	\$3,023.03	\$235.29	\$3,083.00	\$3,318.29
	3375 SW 18TH ST			\$223.53	\$2,205.00	\$2,428.53	\$235.29	\$2,405.00	\$2,640.29
	3396 SW 18TH ST			\$223.53	\$2,563.00	\$2,786.53	\$235.29	\$2,813.00	\$3,048.29
	3397 SW 18TH ST			\$223.53	\$2,510.00	\$2,733.53	\$235.29	\$2,753.00	\$2,988.29
	3421 SW 18TH ST			\$223.53	\$2,261.00	\$2,484.53	\$235.29	\$2,469.00	\$2,704.29
	1752 SW 34TH TER			\$223.53	\$1,763.00	\$1,986.53	\$235.29	\$1,901.00	\$2,136.29
	1802 SW 34TH TER			\$223.53	\$1,887.50	\$2,111.03	\$235.29	\$2,043.00	\$2,278.29
Contingency Allowance		LS				\$25,000.00			\$25,000.00
			TOTAL			\$66,667.50			\$70,249.00

On July 9th, bids were received and opened for **VPS #5 Group R**, which had had seventeen (17) addresses for connection. Bids were received from two Florida licensed plumbing contractors, Fehl Safe Water Systems LLC and Meek's Plumbing, Inc. One property owner refused access and participation in the bid process and is listed a \$0.00 on Bid Tabulation.

		<u>Vendor's Bid</u>	<u>Staff Review</u>
Fehl Safe Water Systems LLC	-	\$68,895.00	\$72,125.00
Meeks Plumbing Inc.	-	\$68,257.00	\$68,257.00

Following Staff review for completeness, Meeks Plumbing Inc was identified as the bidder with the lowest bid of \$68,257.00.

The VPS #5 Group R Bid Tabulation is shown below:

Residential Connections - Septic to Sewer								
VPS #5 Group R				Math error and omitted second septic tank Contractor bid one septic tank when two exist				
7/13/2026	Last Edited							
					Weeks Plumbing, Inc.		Fehl Safe Water Systems	
Mobilization		LS			\$3,800.00		\$4,000.00	
Indemnification		LS			\$0.00		\$0.00	
Safety		LS			\$0.00		\$0.00	
MOT		LS			\$0.00		\$0.00	
				Sub-Total	\$3,800.00		\$4,000.00	
				Number of Connections Per Connection Costs	16		16	
					\$237.50		\$250.00	
Sitework								
	1701 SW 34TH TER				\$237.50	\$3,061.00	\$3,298.50	\$250.00 \$3,381.00 \$3,631.00
	3481 SW 17TH ST				\$237.50	\$1,707.00	\$1,944.50	\$250.00 \$1,837.00 \$2,087.00
	3503 SW 17TH ST				\$237.50	\$2,212.50	\$2,450.00	\$250.00 \$2,407.00 \$2,657.00
	3524 SW 17TH ST				\$237.50	\$1,859.50	\$2,097.00	\$250.00 \$2,011.00 \$2,261.00
	3525 SW 17TH ST				\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
	3548 SW 17TH ST				\$237.50	\$2,438.50	\$2,676.00	\$250.00 \$2,671.00 \$2,921.00
	3549 SW 17TH ST				\$237.50	\$2,273.50	\$2,511.00	\$250.00 \$2,483.00 \$2,733.00
	3570 SW 17TH ST				\$237.50	\$2,314.00	\$2,551.50	\$250.00 \$2,529.00 \$2,779.00
	3571 SW 17TH ST				\$237.50	\$2,205.00	\$2,442.50	\$250.00 \$2,405.00 \$2,655.00
	3594 SW 17TH ST				\$237.50	\$2,205.00	\$2,442.50	\$250.00 \$2,405.00 \$2,655.00
	3595 SW 17TH ST				\$237.50	\$2,136.50	\$2,374.00	\$250.00 \$2,327.00 \$2,577.00
	3616 SW 17TH ST				\$237.50	\$2,466.50	\$2,704.00	\$250.00 \$2,703.00 \$2,953.00
	3617 SW 17TH ST				\$237.50	\$2,438.50	\$2,676.00	\$250.00 \$2,671.00 \$2,921.00
	3638 SW 17TH ST				\$237.50	\$2,108.50	\$2,346.00	\$250.00 \$2,295.00 \$2,545.00
	3639 SW 17TH ST				\$237.50	\$2,189.50	\$2,427.00	\$250.00 \$2,387.00 \$2,637.00
	3685 SW 17TH ST				\$237.50	\$2,342.00	\$2,579.50	\$250.00 \$2,561.00 \$2,811.00
	1702 SW 37TH AVE				\$237.50	\$5,499.50	\$5,737.00	\$250.00 \$6,052.00 \$6,302.00
Contingency Allowance		LS				\$25,000.00		\$25,000.00
		TOTAL				\$68,257.00		\$72,125.00

On July 9th, bids were received and opened for **VPS #5 Group S**, which had had seventeen (18) addresses for connection. Bids were received from two Florida licensed plumbing contractors, Fehl Safe Water Systems LLC and Meek’s Plumbing, Inc.

		<u>Vendor’s Bid</u>	<u>Staff Review</u>
Fehl Safe Water Systems LLC	-	\$72,836.00	\$72,476.00
Meeks Plumbing Inc.	-	\$69,271.50	\$69,271.50

Following Staff review for completeness, Meeks Plumbing Inc was identified as the bidder with the lowest bid of \$69,271.50.

The VPS #5 Group S Bid Tabulation is shown below:

Residential Connections-Septic to Sewer									
VPS #5 Group S									
				Transcription error caused mathematical error from bid sheet to bid form					
7/13/2026	Last Edited								
					Weeks Plumbing, Inc.			Fehl Safe Water Systems	
Mobilization		LS			\$3,800.00			\$4,000.00	
Indemnification		LS			\$0.00			\$0.00	
Safety		LS			\$0.00			\$0.00	
MOT		LS			\$0.00			\$0.00	
				Sub-Total	\$3,800.00			\$4,000.00	
				Number of	18			18	
				Connections					
				Per Connection	\$211.11			\$222.22	
				Costs					
Sitework									
	1651 SW 32ND AVE				\$211.11	\$1,900.00	\$2,111.11	\$222.22	\$2,057.00 \$2,279.22
	1701 SW 32ND AVE				\$211.11	\$1,887.50	\$2,098.61	\$222.22	\$2,043.00 \$2,265.22
	3261 SW 17TH ST				\$211.11	\$2,040.00	\$2,251.11	\$222.22	\$2,217.00 \$2,439.22
	3282 SW 17TH ST				\$211.11	\$1,940.50	\$2,151.61	\$222.22	\$2,103.00 \$2,325.22
	3283 SW 17TH ST				\$211.11	\$1,956.00	\$2,167.11	\$222.22	\$2,121.00 \$2,343.22
	3307 SW 17TH ST				\$211.11	\$2,052.50	\$2,263.61	\$222.22	\$2,231.00 \$2,453.22
	3328 SW 17TH ST				\$211.11	\$2,538.00	\$2,749.11	\$222.22	\$2,785.00 \$3,007.22
	3329 SW 17TH ST				\$211.11	\$3,241.50	\$3,452.61	\$222.22	\$3,587.00 \$3,809.22
	3352 SW 17TH ST				\$211.11	\$2,040.00	\$2,251.11	\$222.22	\$2,217.00 \$2,439.22
	3353 SW 17TH ST				\$211.11	\$3,403.50	\$3,614.61	\$222.22	\$3,067.00 \$3,289.22
	3374 SW 17TH ST				\$211.11	\$1,984.00	\$2,195.11	\$222.22	\$2,153.00 \$2,375.22
	3375 SW 17TH ST				\$211.11	\$3,132.50	\$3,343.61	\$222.22	\$3,463.00 \$3,685.22
	3396 SW 17TH ST				\$211.11	\$2,108.50	\$2,319.61	\$222.22	\$2,295.00 \$2,517.22
	3397 SW 17TH ST				\$211.11	\$2,093.00	\$2,304.11	\$222.22	\$2,277.00 \$2,499.22
	3420 SW 17TH ST				\$211.11	\$2,040.00	\$2,251.11	\$222.22	\$2,217.00 \$2,439.22
	3421 SW 17TH ST				\$211.11	\$2,314.00	\$2,525.11	\$222.22	\$2,529.00 \$2,751.22
	1652 SW 34TH TER				\$211.11	\$2,342.00	\$2,553.11	\$222.22	\$2,561.00 \$2,783.22
	1702 SW 34TH TER				\$211.11	\$1,458.00	\$1,669.11	\$222.22	\$1,553.00 \$1,775.22
Contingency Allowance		LS					\$25,000.00		\$25,000.00
								</	

Following discussion and clarification, the Board is asked to accept Staff recommendations for the lowest bidder of each bid:

Motion 1:

Accept Meeks Plumbing Inc. as the lowest bidder for VPS 5 Group Y (Thirty-Nine connections) for the sum of \$129,548.00 and to issue Notice of Award.

Motion 2:

Accept Meeks Plumbing Inc. as the lowest bidder for VPS 5 Group Q (seventeen connections) for the sum of \$66,667.50 and to issue Notice of Award.

Motion 3:

Accept Meeks Plumbing Inc. as the lowest bidder for VPS 5 Group R (seventeen connections) for the sum of \$68,257.00 and to issue Notice of Award.

Motion 4:

Accept Meeks Plumbing Inc. as the lowest bidder for VPS 5 Group S (eighteen connections) for the sum of \$69,271.50 and to issue Notice of Award.

Motion 5:

Once Meeks Plumbing Inc has submitted the appropriate documents, Staff is requesting OUA Board to approve issuance of the appropriate documents (eg. Notice to Proceed etc.)

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 31

JULY 21, 2026

MAIN OFFICE EMERGENCY AC REPAIR

The main office AC units (there are four of them) were scheduled (Wednesday, 7/8) for annual maintenance/cleanup and during the check, one of the units was noted as low on freon. The company doing the maintenance work was scheduled to come back the next day to adjust the freon level and check for leaks. Upon their return, it was determined that the second unit had a bad blower motor (both units were the oldest of the four and were located together in the hallway closet). The remaining two units were put on a lower temperature, and fans were utilized to try and make the office space livable on Thursday.

A determination was made to get quotes (2- 5ton SEER2 units) on replacing both units.

Quotes received:

\$17,407.00 Miller's Central Air, Inc.	14.3 SEER2 1yr labor + 1yr parts warranty
\$23,800.00 Glades Air Conditioning	16.0 SEER 1yr labor + 10yr parts warranty
\$26,370.00 CRS	? SEER/SEER2 1yr labor + 5yr parts warranty
\$17,900.00 Michael Pollitt Inc.	15.5 SEER2 1yr labor + 10yr parts warranty

What is a SEER rating: it stands for the seasonal energy efficiency ratio which means the higher the number, the more efficient the units work, saving you money. A SEER2 rating takes into account the impact ductwork has on the unit efficiency.

While Miller has a slightly lower price, the lower SEER2 value and lower time for parts warranty made the Pollitt price (\$493.00) a better value. Monday (7/13) was set as the day of installation.

OUA staff is requesting approval of the purchase and installation of two 5-ton AC units for the main office from Michael Pollitt, Inc. for \$17,900.00.



MICHAEL POLLITT INC.

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

(863) 763-3322
jnullis@ouafl.com

ESTIMATE	#5730
ESTIMATE DATE	Jul 9, 2026
SERVICE DATE	Jul 9, 2026
EXPIRATION DATE	Aug 7, 2026
TOTAL	\$17,900.00

CONTACT US
1200 U.S. Hwy 27 S
Avon Park, FL 33825

(863) 443-0182
deven@michaelpollittinc.com

ESTIMATE

Option #1

Services	qty	unit price	amount
Estimate: Split System Replacement (Comfortmaker)	2.0	\$8,950.00	\$17,900.00
Scope of Work			
* Provide all labor, materials, and equipment necessary to install a complete new Comfortmaker HVAC system. Installation will be performed in accordance with manufacturer specifications and local code requirements.			
Equipment Provided & Installed			
* (2) 5 Ton 15.5 SEER2 (St-Cool System) (Comfortmaker Brand)			
* New Condenser Unit			
* New Air Handler Unit (Closet)			
* (2) 10 kW Electric Heat Strip			
* (2) CS2 Safety Switch			
* Honeywell P200 Thermostat: (Programable)			
* Metal Unistrut			
* Hurricane Tie-Down Kit for outdoor unit			
* All necessary materials, wiring, and supports			
* Lift machine for putting condensers on roof			
* Remove old lennox filter systems			
Installation Details			
* Set outdoor condenser on existing or new approved pad.			
* Install heat kit in air handler.			
* Install float safety switch (CS2) for condensate protection.			
* Replace wiring and controls as needed for compatibility.			
* Flush or replace drain line as needed.			
* Test for proper refrigerant charge per manufacturer specifications.			
* Verify airflow, temperature split, heating operation, and thermostat function.			
Important Notes			
* System sizing and installation based on existing conditions unless otherwise noted			
* Additional costs may apply if unforeseen issues are discovered during installation			
* Customer is responsible for providing clear access to work areas			
* Power must be available at time of installation			
Warranty			
* 1-Year Labor Warranty on installation workmanship			
* 10-Year Manufacturer Parts Warranty (registration required)			
Payment Options			
* Cash or Check: \$17,900.00			
* Wisetack Financing: \$			
* Debit or Credit Card: + 4% processing fee			
* Payment Terms: Due upon completion unless otherwise noted.			

Services subtotal: \$17,900.00

Total **\$17,900.00**

By approving this estimate/invoice, Customer acknowledges that they have read, understand, and agree to all Terms & Conditions, including but not limited to payment terms, finance charges, collection costs, warranties, and the Company's right to record and enforce a Claim of Lien as permitted under Florida law.

Workmanship warranty and additional terms and conditions apply. Full Terms & Conditions are available at:
<https://pro.housecallpro.com/MICHAELPOLLITTINC/285340/terms>

Payment is due within seven (7) days of substantial completion. A finance charge shall accrue beginning fourteen (14) days after the invoice date. Past-due balances will incur a finance charge of 1.5% per month (not to exceed 18% annually), or the maximum rate allowed by law, until paid in full. Past-due accounts may be subject to collection efforts, including court action. The Company reserves all rights available under Florida law, including the right to record and enforce a Claim of Lien in accordance with Chapter 713, Florida Statutes. Customer/Contractor agrees to be responsible for all costs of collection, including lien filing fees, court costs, administrative costs, and reasonable attorney's fees. Returned checks or declined payments may be subject to a fee of \$30 per occurrence, plus any applicable bank fees.

Warranty service will not be scheduled or performed until the final balance is paid in full.

Terms and Conditions

STATE LICENSE #CAC1823316 & #CFC1433313
ALL ESTIMATES ARE ONLY VALID FOR 30 DAYS

Payment is due within seven (7) days of substantial completion. A finance charge shall accrue beginning fourteen (14) days after the invoice date. Past-due balances will incur a finance charge of 1.5% per month (not to exceed 18% annually), or the maximum rate allowed by law, until paid in full. Past-due accounts may be subject to collection efforts, including court action. The Company reserves all rights available under Florida law, including the right to record and enforce a Claim of Lien in accordance with Chapter 713, Florida Statutes. Customer/Contractor agrees to be responsible for all costs of collection, including lien filing fees, court costs, administrative costs, and reasonable attorney's fees. Returned checks or declined payments may be subject to a fee of \$30 per occurrence, plus any applicable bank fees.

Warranty service will not be scheduled or performed until the final balance is paid in full.

Warranty Info

Labor Warranty – Mechanical (HVAC)

Michael Pollitt Inc warrants all mechanical workmanship including, but not limited to: copper connections, PVC drain line connections, unit pitched to drain properly, electrical connections, and system refrigerant charge verified at time of installation. This warranty is valid for a period of one (1) year from the date of installation of a NEW HVAC system UNLESS STATED OTHERWISE.

Under the conditions of this warranty, the customer agrees to allow access to the home during normal business hours. Normal business hours are Monday through Friday, 7:30am–5:00pm. If you are unavailable during normal business hours, we can provide service after hours, but there will be an after hours service fee, unless the service call is classified as an emergency (loss of A/C during extreme heat conditions or loss of heat during cold conditions).

Excluded Maintenance Items:

Customer must properly maintain the unit following the guidelines below. If Michael Pollitt Inc is called out for the issues listed below, a service call will be billed.

- Drain lines must be cleaned every 6 months minimum. This includes condensate pumps and drain piping.
- Filters must be changed every 30 days maximum, and may need to be changed more frequently depending on occupancy and pets. Dirty filters can cause dirty evaporator coils and may lead to the system freezing up.

Labor Warranty – Plumbing

Michael Pollitt Inc warranties plumbing workmanship performed by our company for one (1) year from the date of installation/repair, UNLESS STATED OTHERWISE.

Warranty issues do not include stoppages or blockages caused by misuse, foreign objects, or improper disposal. These are considered Service Calls, not Warranty Issues, and will result in charges. Examples include, but are not limited to:

- Stopped up commode (improper disposal of paper products)
 - Stopped up kitchen sink (grease poured into drain)
 - Stopped up washing machine drain line (debris/trash)
 - Foreign objects in plumbing lines such as towels/rags, plastic, wood/wood chips, construction debris, concrete, grout, or mud
- (Typically, the stoppage cannot be confirmed until after the line is cleared.)

Septic Pump-Outs (No Warranty)

Septic pump-outs are considered routine maintenance and are not warrantied by Michael Pollitt Inc. Due to the nature and condition of septic systems, Michael Pollitt Inc is not responsible for existing issues including, but not limited to: clogs, backups, slow drains, damaged or collapsed drain lines, damaged tanks, baffles, tees, filters, drain field failure, or any other pre-existing system conditions.

Septic pump-outs do not guarantee that drainage issues, odors, backups, or system performance concerns will be resolved. Any additional diagnostics, repairs, return service calls, or recommendations beyond the pump-out will be billed separately.

Mechanical Parts Warranty

Residential A/C units typically include a 10-year manufacturer parts warranty, which may cover items such as blower motors, compressors, condenser fan motors, evaporator coils, condenser coils, and circuit boards (registration may be required depending on the manufacturer).

Commercial A/C units typically include a 1-year manufacturer parts warranty on mechanical components and a 5-year compressor warranty, depending on manufacturer and equipment type.

Items excluded from mechanical warranty include capacitors, transformers, contactors, and refrigerant. These will be billed as a service call, labor, and parts as applicable.

During the above work, there may be vibration; Michael Pollitt Inc will not be responsible for objects that may fall off walls or shelves due to vibration.

Michael Pollitt Inc is also not responsible for damages to driveways such as cracking, chipping, scuffing, or black tire marks. We will take as many precautions as possible, but we do not know the condition of the soil under the driveway or the age/condition of the concrete.

All materials are guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written approval and will become an extra charge over and above the estimate.

All agreements are contingent upon strikes, accidents, or delays beyond our control.

In any litigation, including breach, enforcement, or interpretation arising out of this Contract, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

Signed



Jamie Mullis

Jul 09, 2026 at 06:14 PM

IP: 173.9.135.133



Recommendations

Miller's Central Air

www.millerscentralair.com

20 W Interlake Blvd

Lake Placid, FL 33852

FL: CA-C058675

Work: [\(863\) 699-5455](tel:(863)699-5455)

Jonathan Acosta

Comfort Advisor

johnnya@millerscentralair.com

Prepared for

Okeechobee Utility Authority

100 Southwest 5th Avenue

Okeechobee FL 34974

krogers@ouafl.com

Mobile: [\(863\) 763-9460](tel:(863)763-9460)

Main Office systems - 5 Ton Trane Split Electric

Prepared

07/09/2026

Effective through

09/07/2026

Economy



Choice
5TTR4 - 2 Units
14.3 SEER2
11.7 EER2
Single Stage
R-454B (A2L)



Choice
5TEM4 - 2 Units
Multi-Speed



BAYHTR-LG - 2 Units
10kW Heat Strip
Lug

[More equipment on
page 4](#)

System Price \$19,515

Your Price \$18,539

RunTru



A5AC4 - 2 Units
14.3 SEER2
11.7 EER2
Single Stage
R-454B (A2L)



A5AHC - 2 Units
Constant Torque



BAYHTR-BK - 2 Units
10kW Heat Strip
Circuit Breaker

[More equipment on
page 5](#)

System Price \$18,323

Your Price \$17,407

Achiever 14



Achiever Series
RA14AY - 2 Units
13.8 SEER2
11.2 EER2
Single Stage
R-454B (A2L)



Endeavor™
RH2TY - 2 Units
Constant Torque



RXBH-CJ-B - 2 Units
10kW Heat Strip

[More equipment on
page 6](#)

System Price \$20,307

Your Price \$19,292

Scope of Work for Main Office systems Proposal

Proposal to install two 5-ton Trane, RunTru, or Ruud split systems for the main office

10 KW electric heaters

New Honeywell Thermostat

Remove and demo the existing equipment and air cleaners

Set new condensers on the roof with lift

Secure with tie-down straps

New drain safety switches

Install new electrical whips

Replace the damaged thermostat wires to the outdoor units

Use the existing copper line-sets

Install new plywood top for the air handler stand if needed

Retro-fit existing ductwork to the new air handlers

Seal connections with mastic and silver tape

Equipment comes with 5 year compressor, 1 year parts and 1 year labor warranty

Extended Labor Warranty: \$1,689 per system (price expires after installation date and maintenances are not included)

5 years labor coverage on mechanical parts and coils

☐ Yes ☐ No

*Permit fee included on all equipment change outs



Glades Gas Co.
dba Glades Air Conditioning
dba Authorized Appliance Svc Co.

Estimate

Date Estimate #

7/10/2026 8596

804 N Parrott Avenue
Okeechobee, FL 34972
863-763-2114 or 863-983-8111 CL
billy@gladesac.com

Name / Address

Job Name

OKEECHOBEE UTILITY AUTHORITY (C)
 100 SW 5TH AVE
 OKEECHOBEE, FL 34974

100 SW 5TH AVE
 OKEECHOBEE, FL 34974

Qty	Item	Description	Total
	AC - BID	ESTIMATE TO INSTALL QTY 2 (TWO) NEW 5TON TRANE 14.3 SEER UNITS OR CARRIER 16.0 SEER UNITS (\$11,900 EACH UNIT) REPLACING 2012 RHEEM UNITS, INCLUDES NEW THERMOSTAT, CURB ADAPTER IF NEEDED, RECONNECTION TO EXISTING ELECTRICAL AND DRAIN. CRANE SERVICE, LABOR AND ANY MISC. MATERIALS NEEDED FOR COMPLETE INSTALLATION. STANDARD WARRANTY INCLUDED: 1 YEAR LABOR AND 5 YEAR COMPRESSOR EXTENDED 10 YEAR PARTS AND LABOR WARRANTY: ADD \$2100 PER UNIT	23,800.00

Warranty:

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

State license: CMC054668

Sales Tax (0.0%)

\$0.00

Total

\$23,800.00

Authorized

Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature _____

Date: _____

ESTIMATE

COOLING REFRIGERATION
SERVICES, INC.
PO Box 2218
Okeechobee, FL 34973

crsincokee@yahoo.com
+1 (863) 467-4733
crsookee.com



Bill to

OKEECHOBEE UTILITY AUTHORITY
100 SW 5TH AVE
OKEECHOBEE, FL 34974

Estimate details

Sales Rep: Shawn

Estimate no.: 33957
Estimate date: 07/09/2026
Expiration date: 08/10/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		15 HVAC	Furnish and install (2) Ruud, 5 ton split systems (indoor & outdoor) with heat, safety switches, digital thermostats, permit and all necessary material and labor. Price includes equipment lift to set new condensers located on roof. Price includes removal and disposal of existing equipment.	1	\$23,570.00	\$23,570.00
2.		15 HVAC	Add for (2) aluminum stands for condensers and roofing contractor to set/install aluminum stands.	1	\$2,800.00	\$2,800.00
3.		15 HVAC	Warranty- (1) Year Labor; (5) Year Parts; (5) Year Compressor	1	\$0.00	\$0.00

Total

\$26,370.00

Expiry
date

08/10/2026

Accepted date

Accepted by

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 32

JULY 21, 2026

SWSA PROJECT 2 AIR TERMINALS

With this project going from construction phase to operational phase, the internal components of a vacuum pit (controller & valve) will need to be installed when individual homes are connected.

The vacuum pits are installed in the road right-of-way and are usually near drainage swales or ditches. These features do fill up with water during inclement weather. Submerged vacuum pits will leak over time and the submerged controllers will fail to work. To that end, the long-term solution is to install the controllers up in the air terminals (vents). During construction, the piping was installed should moving the controller become necessary after construction. The initial project requirement called for the controller to be installed in the pit.

OUA staff, through past experience, are requesting to spend the money now to install the controllers in the air terminal so as to save time and money (controller repair) later when the vacuum pits flood.

Please find attached a proposal from Flovac Americas to install up to 184 controllers in the SWSA Project 2 area. In review of the proposal, it was determined that it did not include the areas of Oak Lakes Estates and Eagle Point, which raises the total number of controllers to install in the air terminals to approximately 221 units.

It is OUA staff recommendation to the OUA Board to approve the installation of the vacuum pit controllers in the air terminals for all of the Project 2 Vacuum Collection System at a total unit price of \$590.78 each.

Presently, at 221 units, the cost would be \$ 84,865.55.



**Flovac
Americas**
13 Utility Dr.
Suite B
Palm Coast, FL
32137

Sales Quote



Order number
Date

QU-1422
Jun 19, 2026

Billing Address

Okeechobee
Paul Jackson
100 SW 5th Ave
Okeechobee, FL
34974
USA

Contact

Paul Jackson

Phone

863-467-1599

Email

parts@ouafl.com

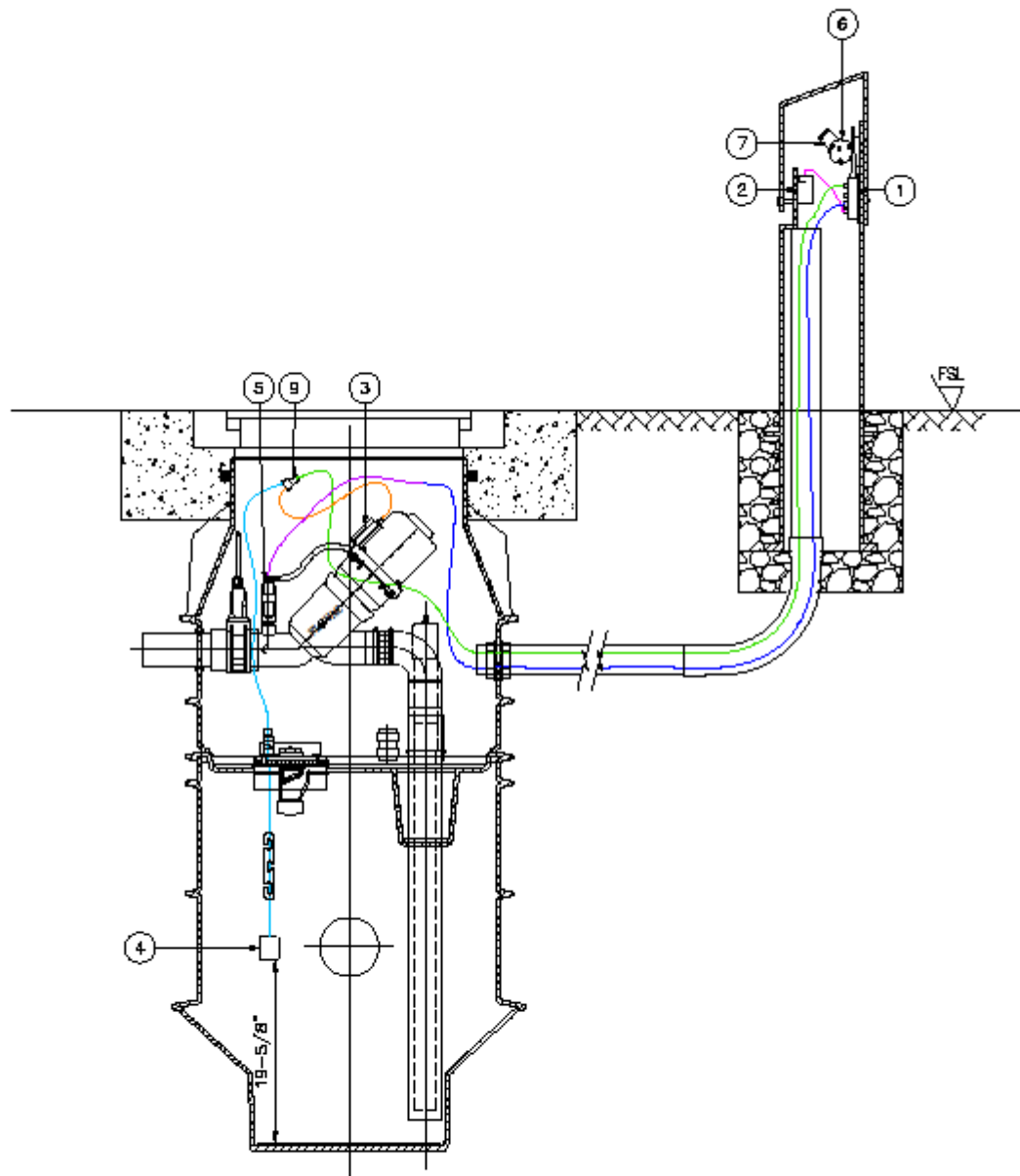
Payment Terms

Net 30

Product	Quantity	Unit Price	Discount	Tax code	Subtotal
 1USFVP0025FV - Remote Mount Controller Kit (Flovac Pits) Flovac Valve Pit - Controller Remote Mounting Kit Includes: Remote Mount Plate Slip Key Breather Dome Transparent Hose 5/8" x 10ft Remote Mount Hose Barb Kit 3/8" Hose Clamp (3) 5/8" Hose Clamp Remote Mount Screws (2) 3/8" Elbow Green Hose 3/8" x 10ft Yellow Hose 3/8" x 10ft Grey Hose 3/8" x 10ft	184	\$290.78	35 %	Taxable	\$34,777.29
 Labor Installation Labor- Scope to be defined	184	\$300.00	35 %	Taxable	\$35,880.00

Subtotal \$70,657.29

Total \$70,657.29



ELEVATION

- VENT PIPE REMOVED FOR CLARITY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 33

JULY 21, 2026

LIFT STATION & MANHOLE REHABILITATION

In the FY26 budget the OUA has a budget figure of \$150,000 for 4 Lift Station Rehabilitations & \$55,000 for 16 Manhole Rehabilitations.

At this time, we are only doing 7 out of the total 16 manholes. The other 9 manholes will be done at a later time as it will be warranty work at no charge by Maxx Environmental.

OUA staff has reached out to 3 vendors who specialize in these types of Rehabilitation for quotes. All supporting documentation is included with this agenda item. The following companies are ranked by bid price below for the Lift Stations & Manholes separately:

LIFT STATIONS

1. Maxx Environmental, LLC \$ 148,968.00
2. Pumps Outs Unlimited \$ 275,402.25
3. Underground Services of America \$ 276,043.00

MANHOLES

1. Maxx Environmental, LLC \$ 28,825.00
2. Pump Outs Unlimited \$ 58,458.50
3. Underground Services of America \$ 44,875.00

The lowest bid for the Lift Station & Manhole Rehabilitation is Maxx Environmental, LLC for a total of \$ 177,793.00. Following discussion and clarification, Staff recommends the Board's acceptance of the low bid of \$ 177,793.00 from Maxx Environmental, LLC.

MANHOLE REHABILITATION LIST TO INCLUDE SCOPE OF WORK BEING REQUESTED

FY26 BUDGET

1. 6 manhole rehabilitations in the County Industrial Park at NW 16th Blvd off of HWY 98 North and 1 manhole rehabilitation at NE-6 City Commerce Park Lift Station. FY26 Budget

The manhole rehabilitation scope of work consists of:

1. Pressure Cleaning/Blasting Manhole
2. Any bench work repair needed
3. Sealing of any infiltration
4. Re-coating of interior of manhole

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1															
2		Okeechobee Utility Authority													
3		FY26 Budget													08/05/2025
4		Five Year Capital Improvement Plan Expenditure Detail													
5															Total
8		UPGRADE	SCADA System							FY26	FY27	FY28	FY29	FY30	FY26-FY30
9			Generator - Lift Stations (General)							25,000	25,000	25,000	25,000	25,000	125,000
10			WWTP Generator \$60,000							0	50,000		50,000		100,000
11			Gravity Sewer Repair & Rehabilitation							0					0
12			Lift Station Rehabilitations SE6, NE6, SE4, NW14							100,000	50,000	100,000	50,000	100,000	400,000
13			Lift Station Rehabilitations							150,000	75,000	100,000	75,000	100,000	500,000
14			Lift Station Electrical Panels - SE9 (BK) & NE4 (Hospital)							-	75,000	75,000	100,000	100,000	350,000
15			New Electrical Panel - Incl. under lift station Rehab.							70,000	25,000	25,000	25,000	25,000	170,000
16			Manhole Rehabs (16 x \$3,244)							-					0
17			Lift Station Pump Replacements							55,000	72,000	72,000	72,000	72,000	343,000
18			Vacuum Pump Replacement							0	32,000	32,000	32,000	32,000	128,000
19		WATER:	Water Main Installation							25,000	25,000	25,000	25,000	25,000	125,000
20			Wastewater Main Repair & Replacement (System Wide)							0					0
21			Water Main Repair & Replacement (System Wide)							150,000	150,000	150,000	150,000	150,000	750,000
24			NW 3 - Mallard Landing Pump Station Upgrade							150,000	150,000	150,000	150,000	150,000	750,000
25			Kings Bay Rehab Lift Station - Wastewater							70,000	30,000	0	0	0	100,000
26		DEPARTMENTAL CAPITAL REQUESTS:								12,300	0	0	0	0	12,300
27															0
28			Administration (See D-1)							260,000	200,000	250,000	300,000	300,000	1,310,000
29			Maintenance (See D-1)							109,000	50,000	50,000	50,000	50,000	309,000
30			Water (See D-1)							230,255	50,000	50,000	50,000	50,000	430,255
31			Wastewater (See D-1)							1,334,625	800,000	500,000	300,000	300,000	3,234,625
32			Meter Reader (See D-1)							0	5,000	5,000	5,000	5,000	20,000
33			TOTAL							2,741,180	1,864,000	1,609,000	1,459,000	1,484,000	9,157,180
34															
35															
36		D2		Project Budget	FY25 Costs to 09.30.25	Future Spending				FY26	FY27	FY28	FY29	FY30	FY26-FY30
37			MAJOR PROJECTS												
39			Treasure Island Waste Water Project	48,180,385	2,000,000	46,180,385									
40			SW Service Area - SE 2	1,474,729		1,474,729				1,180,385	7,000,000	14,000,000	15,000,000	9,000,000	46,180,385
41			State Road 78 - Phase 2	1,029,086	250,000	389,543				1,474,729					1,474,729
42			State Road 78 - Phase 3	3,750,950		3,750,950				389,543	-	-	-	-	389,543
43			Park Street Commerce Center	3,000,000		3,000,000				750,900	3,000,050				3,750,950
44			SWSA Project 3 - Okee-Tantle (Const. & CEI)	7,836,079	450,000	7,386,079				800,000	2,200,000				3,000,000
45			Sceptic to Sewer Connection - OSTDM grant application	2,500,000	191,866	2,308,134				4,390,079	2,996,000				7,386,079
46			Sceptic to Sewer Connection - TMDL grant application	2,500,000	0	2,500,000				2,000,000	308,134				2,308,134
47			NW15 - FDACS Efficiency Project	3,095,770	0	3,095,770				2,000,000	500,000				2,500,000
48			SW 5th Avenue Wastewater	7,825,840	325,840	7,500,000				3,095,770	-				3,095,770
49			Mallard Landing	859,760	0	859,760				4,000,000	3,500,000				7,500,000
50			TCI Generator - Bid opening 06.02.25	513,300	0	513,300				859,760					859,760
51			Reuse Master Plan	450,000		450,000				513,300	-	-			513,300
52			Total	83,015,899	3,217,706	79,408,650				225,000	225,000				450,000
60										21,679,466	19,729,184	14,000,000	15,000,000	9,000,000	79,408,650
61			Total Projects	83,015,899	3,217,706	79,408,650				0					0
62			Total of FDEP Grants LPQ008							-	-	-			0
63			WG018 - Treasure Island + EPA (\$1m)	25,520,580											
64			WG104 - SW 5th Avenue	5,000,000											
65			FDACS + FDEP - Electrical Efficiency Grant	3,095,770											
66			State Road 78W - Developer's Contrib.	334,679											
67			Sceptic to Sewer Connection - OSTDM grant application	2,500,000											
68			Sceptic to Sewer Connection - TMDL grant application	2,500,000											
69															
70				48,261,837											
73															
74			Major Project Funding Difference - Shortfall												
75			Treasure Island	22,659,805											
76			SW 5th Avenue	2,825,840											
77			Mallard Landing	859,760											
78			State Road 78 - Phase 2	694,408											
79			Reuse Wastewater Plan	450,000											
80			TCI Generator	513,300											
81				28,003,113											

OUA LIFT STATION REHAB LIST TO INCLUDE SCOPE OF WORK BEING REQUESTED

FY26 BUDGET

1. SE-6 Seacoast Bank Lift Station, Behind Seacoast Bank

Replace all 6" discharge piping in wet well, going thru the wet well wall into the valve vault, reconnecting to existing check valves. Can pump out of manhole or wet well into existing by-pass pump out at site. No blasting or coating required at this site. Contractor will provide all necessary materials and by-pass methods. 2026 FY Budget

2. SE-4 SE 3th Dr & SE 10th St

Replace all 6" discharge piping in wet well going thru to valve vault, replacing valves and check valves and reconnecting to existing discharge piping outside valve vault. Blast & coat wet well and valve vault. Existing by-pass pump out will be eliminated. Can pump out of wet well into by-pass pump out at site, which will be installed by QUA personnel. Don't know if pumping out of manholes will be an option due to there being three manholes involved and location of manholes. Contractor will provide all necessary materials and by-pass methods. 2026 FY Budget

3. NE-6 City Commerce Park Lift Station

Replace 6" discharge piping, tying onto existing 6" HOPE between wet well and valve vault, going thru valve vault wall, replacing valves and check valves. Reconnect to existing discharge piping outside of valve vault. Existing by-pass pump out will be eliminated, new by-pass pump out will be installed by OUA personnel. Blast & coat wet well and valve vault. Can pump out of wet well into by-pass pump out at site. Don't think pumping out of manhole will be an option, due to manhole being in middle of road on busy roadway. Contractor will supply all necessary materials and by-pass methods. 2026 FY Budget

4. NW-14 Ruckerville Lift Station at NW 7th Ave & NW 21st Ln

Replace all 4" discharge piping in wet well, going thru to valve vault, replacing valves and check valves, reconnecting to existing discharge piping outside of vault. Blast & coat wet well and valve vault. Can pump out of manhole or wet well into existing by-pass pump out at site. Contractor will provide all necessary materials and by-pass methods.

All valves will need to be Clow gate valves with hand wheel operation and check valves will need to be Clow lever and weight, swing style check valves. 2026 FY Budget

ESTIMATE

UNDERGROUND SERVICES OF
AMERICA
333 Southern Blvd
West Palm Beach, FL 33405

delaneeusa@gmail.com
+1 (561) 331-4114
www.UndergroundServicesofAmeric
a.com



Bill to

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

Estimate details

Estimate no.: 1499
Estimate date: 07/09/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MOBILIZATION	Mobilization to Okeechobee Utility Authority Lift Station Rehabilitation Project: 1) SE-4 SE 8 th Dr & amp; SE 10 th St 2) SE-6 Seacoast Bank lift station 3) NE-6 City Commerce Park lift station 4) NW-14 Ruckerville lift station at NW 7th Ave & NW 21st 5) 6 manhole rehabs in the County Industrial Park. 6) 1 manhole rehab at NE-6 Commerce Park Lift Station.	1	\$10,000.00	\$10,000.00
2.		Services	1) SE-4 SE 8 th Dr & amp; SE 10 th St PRIMARY SEWAGE BYPASS PUMP #1: Setup and Maintain Sewage Bypass Pump System to Maintain flow while scope of work is being performed. SECONDARY SEWAGE BYPASS PUMP #2: Setup and Maintain Sewage Bypass Pump System to Maintain flow while scope of work is being performed. SANDBLAST/LIFT STATION: Abrasive blast all concrete surfaces to a minimum Commercial Grade Finish LIFT STATION LINING: Prepare interior concrete surfaces for corrosion barrier.Install 100% Pure Fused Calcium Aluminate Corrosion Barrier Lining to interior concrete surfaces of Lift Station in compliance with the technical specifications. LIFT STATION VALVE VAULT PIPING: Replace all 6" discharge piping in wet	1	\$67,500.00	\$67,500.00

		valves and check valves(Clow) and reconnecting to existing discharge piping outside valve vault. ABANDON BYPASS CONNECTION: Existing by-pass pump out will be eliminated.			
3.	Services	2) SE-6 Seacoast Bank lift station PRIMARY SEWAGE BYPASS PUMP #1: Setup and Maintain Sewage Bypass Pump System to Maintain flow while scope of work is being performed. SECONDARY SEWAGE BYPASS PUMP #2: Setup and Maintain Sewage Bypass Pump System to Maintain flow while scope of work is being performed. SANDBLAST/LIFT STATION: Excluded LIFT STATION LINING: Excluded LIFT STATION VALVE VAULT PIPING: Replace all 6" discharge piping in wet well going thru to valve vault, replacing valves and check valves(Clow) and reconnecting to existing discharge piping outside valve vault. ABANDON BYPASS CONNECTION: Excluded	1	\$56,543.00	\$56,543.00
4.	Services	3) NE-6 City Commerce Park lift station PRIMARY SEWAGE BYPASS PUMP #1: SECONDARY SEWAGE BYPASS PUMP #2: Setup and Maintain Sewage Bypass Pump System to Maintain flow while scope of work is being performed. SANDBLAST/LIFT STATION: Abrasive blast all concrete surfaces to a minimum Commercial Grade Finish LIFT STATION LINING: Prepare interior concrete surfaces for corrosion barrier.Install REZCLAD 135 Lining to interior concrete surfaces of Lift Station in compliance with the technical specifications. LIFT STATION VALVE VAULT PIPING: Replace 6" discharge piping, tying onto existing 6" HDPE between wet well and valve vault, going thru valve vault wall, replacing valves and check valves(Clow). Reconnect to existing discharge piping outside of valve vault. ABANDON BYPASS CONNECTION:	1	\$74,500.00	\$74,500.00
5.	Services	4) NW-14 Ruckerville lift station at NW 7th Ave & NW 21st Ln PRIMARY SEWAGE BYPASS PUMP #1: Setup and Maintain Sewage Bypass Pump System to Maintain flow while scope of work is being performed. SECONDARY SEWAGE BYPASS	1	\$67,500.00	\$67,500.00

Pump System to Maintain flow while scope of work is being performed.
 SANDBLAST/LIFT STATION:
 Abrasive blast all concrete surfaces to a minimum Commercial Grade Finish
 LIFT STATION LINING:
 Prepare interior concrete surfaces for corrosion barrier.Install 100% Pure Fused Calcium Aluminate Corrosion Barrier Lining to interior concrete surfaces of Lift Station in compliance with the technical specifications.
 LIFT STATION VALVE VAULT PIPING:
 Replace all 4" discharge piping in wet well, going thru to valve vault, replacing valves and check valves(Clow), reconnecting to existing discharge piping outside of vault.
 ABANDON BYPASS CONNECTION:
 Existing by-pass pump out will be eliminated.

6.	Services	5) 6 Manhole rehabs in the County Industrial Park at NW 16th Blvd. off Hwy 98 North. 1 mh rehab at NE-6 Commerce Park Lift Station. Provide motion of traffic while scope of work is being performed. MANHOLE REHABILITATION: Supply all Labor and Materials to install Cherne flow through Plugs to isolate manholes and perform manhole rehabilitation to seven manholes.Install concrete resurfacer to seven manholes providing structural Integrity in preparation for Lining System. Apply Rezclad E concrete Primer to interior walls of seven 4' dia. manholes. Apply Rezclad 125SAR corrosion barrier Lining to interior walls of seven 4' dia. manholes. (All coatings comply with Atlas Chemicals and Minerals technical specifications.) *VAC services non inclusive in this estimate.	1	\$44,875.00	\$44,875.00
----	----------	--	---	-------------	-------------

Total	\$320,918.00
--------------	---------------------

Accepted date

Accepted by



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Proposal - Sanitary Sewer Lift Station Rehabilitation

Okeechobee Utility Authority
Mr. Chris Weeks
371 Hwy 78 West, Okeechobee FL 34974

May 9, 2026

Please accept this proposal for rehabilitation of the below OUA sewer lift station NE-6 with structural strengthening using Sewpercoat 100% pure-fused Calcium Aluminate mortar including a manufacturers Ten (10) year warranty to OUA covering both product and application;

Lift Station SE-6 - "Riverbend MHP"; - 1307 S. Parrot Ave

Wet Well 6 Dia X 23' Deep - Existing Plastic liner to stay	
(8") Influent bypass set up @ \$2,000/ea:	\$2,000.00
(4") Bypass pump for 3 days @ \$400/day:	\$1,200.00
Remove existing 6" plumbing, Furnish & install new 6" HDPE from base 90's into vault and connect to existing valves:	\$15,360.00

Total Proposal Amount:	\$18,560.00
-------------------------------	--------------------

OUA: Vac/Suck truck support.
Water source & supply
Excavate between wet well & vault prior to mobilization

Thank you very much,

Brad Miller
Maxx Environmental, LLC





3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Proposal - Sanitary Sewer Lift Station Rehabilitation

Okeechobee Utility Authority

May 4, 2026

Mr. Chris Weeks

371 Hwy 78 West, Okeechobee FL 34974

Please accept this proposal for rehabilitation of the below OUA sewer lift station NE-6 with structural strengthening using Sewpercoat 100% pure-fused Calcium Aluminate mortar including a manufacturers Ten (10) year warranty to OUA covering both product and application;

Lift Station NE-6 - "City Commerce Park";

Wet Well 8' Dia X 23' Deep = Total 653sf;

Sewpercoat application wet well & valve vault @ \$26/sf: \$16,978.00

Removal of existing failed epoxy w/glass-blast & prep @ \$8/sf: \$5,224.00

(8") Influent bypass set up @ \$2,000/ea: \$2,000.00

(4") Bypass pump for 4 days @ \$400/day: \$1,600.00

Stop leaks / groundwater infiltration: Included

Remove existing 6" plumbing, Furnish & install new 6" HDPE from base 90's into vault, Install new (2) 6" plug valves and check valves, Install new HDPE outside valve vault & connect to new OUA installed bypass assembly:

\$22,480.00

Total Proposal Amount:

\$48,282.00

OUA: Vac/Suck truck support.

Water source & supply

Furnish & Install new bypass assembly & ARV outside valve vault

Thank you very much,

Brad Miller

Maxx Environmental, LLC





3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Proposal - Sanitary Sewer Lift Station Rehabilitation

Okeechobee Utility Authority
Mr. Chris Weeks
371 Hwy 78 West, Okeechobee FL 34974

May 11, 2026

Please accept this proposal for rehabilitation of the below OUA sewer lift station SE-4 with structural strengthening using Sewpercoat 100% pure-fused Calcium Aluminate mortar including a manufacturers Ten (10) year warranty to OUA covering both product and application;

Lift Station SE-4;

Wet Well 6' Dia X 24' Deep = Total 494sf;	
Sewpercoat application interior of wet well @ \$26/sf:	\$12,844.00
Removal of existing failed black epoxy w/glass-blast & prep @ \$8/sf:	\$3,952.00
(8") Influent bypass set up @ \$2,000/ea:	\$2,000.00
(4") Bypass pump for 4 days @ \$400/day:	\$1,600.00
Stop leaks / groundwater infiltration through seams:	Included
Remove existing 6" plumbing, Furnish & install new 6" HDPE from base 90's into vault, Install new (2) 6" plug valves and check valves, Connect to DIP flanges flanges inside vault, Replace bypass assembly 4" plug valve & camlock	\$23,870.00

Total Proposal Amount:	\$44,266.00
-------------------------------	--------------------

OUA: Vac/Suck truck support.
Water source & supply

Thank you very much,

Brad Miller
Maxx Environmental, LLC





3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Proposal - Sanitary Sewer Lift Station Rehabilitation

Okeechobee Utility Authority

May 10, 2026

Mr. Chris Weeks

371 Hwy 78 West, Okeechobee FL 34974

Please accept this proposal for rehabilitation of the below OUA sewer lift station NW-14 with structural strengthening using Sewpercoat 100% pure-fused Calcium Aluminate mortar including a manufacturers Ten (10) year warranty to OUA covering both product and application;

Lift Station NW-14 - 2155 NW Ninth Ave;

Wet Well 6' Dia X 24' Deep = Total 494sf;

Sewpercoat application inside wet well @ \$26/sf: \$12,844.00

Removal of existing failed black epoxy w/glass-blast & prep @ \$8/sf: (1/2) \$1,976.00

(8") Influent bypass set up @ \$2,000/ea: \$2,000.00

(4") Bypass pump for 4 days @ \$400/day: \$1,600.00

Stop leaks / groundwater infiltration through seams: Included

Remove existing 4" plumbing, Furnish & install new 4" HDPE from base 90's into vault, Install new (2) 4" check valves and gate valves, Connect HDPE to existing flanges inside vault + blast & coat;

\$19,440.00

Total Proposal Amount:

\$37,860.00

OUA: Vac/Suck truck support.

Water source & supply

Find bypass pump-out underground valve & verify operational

Thank you very much,

Brad Miller

Maxx Environmental, LLC





3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

PROPOSAL - SANITARY SEWER MANHOLE REHABILITATION W/ SEWPERCOAT

Okeechobee Utility Authority

May 11, 2026

Mr. Chris Weeks

371 Hwy 78 West, Okeechobee FL 34974

Please review this proposal for the rehabilitation of the sewer manholes listed below utilizing Sewpercoat;

MH #	4' Dia MH Depth	MH Location	Structure Total Square Feet (SF)	Sewpercoat Precast MH \$250/lf	Rebuild Bench & Channel (\$600/ea)	Furnish & Install New Ring & Cover (\$1300/ea)	Notes / Comments	Total
1	6.0	Airport Commerce Park	88	\$1,500	\$1,200		Bad H2S, F/M enters, Flow-thru plug bypass to MH #2	\$2,700
2	6.2	" " "	90	\$1,550	\$600		Bad H2S, Rebuild B&C	\$2,150
3	6.5	" " "	94	\$1,625	\$600	\$1,300	Bad H2S, Rebuild B&C, Replace ring & cover	\$3,525
4	8.0	" " "	113	\$2,000	\$1,800	\$1,300	Cut out concrete internal slab, Replace ring & cover	\$5,100
5	8.0	" " "	113	\$2,000	\$600		Bad H2S, Rebuild B&C	\$2,600
6	13.0	" " "	176	\$3,250	\$600	\$1,300	Bad H2S, Rebuild B&C, Replace ring & cover	\$5,150
7	14.0	Coll MH for LS NE-6	188	\$3,500	\$600		Remove black epoxy, Stop leaks @ inverts, Rebuild B&C	\$4,100
Vac Truck / Trailer Service 5 Hours @ \$300/hour:								1,500
Force-main bypass pumping from MH#1 to MH#2:								2,000

Total Proposal Amount:

\$28,825

Notes: Manhole interiors are severely damaged with excessive surface loss. Sewpercoat will be applied minimum 1 inch up to 3+ inches thick.

Maxx shall handle MOT w/ flaggers as needed to ensure traffic moves freely.

Work shall be covered by manufacturers ten (10) year warranty for both product and application.

Thank you,

Bradley Miller

Maxx Environmental



INFRASTRUCTURE

REHABILITATION

SOLUTIONS



PUMP OUTS UNLIMITED

June 16th, 2026

OKEECHOBEE UTILITY AUTHORITY (OUA)

Chris Weeks

863.634.9724

cweeks@ouafl.com

RE: 7 SANITARY SEWER MH REHABILITATION – FY2026

JOBSITE: LS NE 6 TMH & 6 ON 16TH (INDUSTRIAL PARK)

Pump Outs Unlimited shall provide all necessary personnel, equipment, tools, products & materials to remove the existing coating systems from 7 sanitary sewer manholes, correct any I&I, apply QMS1 (.5") & Structure Guard Epoxy (125mils). 707 total sqft. OR 53.5/VF.

Thank you for the opportunity to quote you on the services requested!!

Line Item	Description	Unit	Amount	Unit Price	Extended Price
1	Mobilization	EA	1	\$3,500.00	\$3,500.00
2	Chemical Grouting	GAL	14	\$125.00	\$1,750.00
3	Installation of QMS1 (0.5") & Structure Guard (125mils). WW & VV.	SQFT	707	\$37.50	\$26,512.50
4	Rebuild Floor – both structures	EA	7	\$403.00	\$2,821.00
5	Demo Existing Liners, sand blasting	SQFT	707	\$25.00	\$17,675.00
6	Bypass, project wide	EA	1	\$3,800.00	\$3,800.00
TOTAL					\$58,458.50

***IMPORTANT MESSAGE: OUA SHALL PROVIDE JET VACUUM TRUCK AFTER COATINGS REMOVAL FOR EACH STRUCTURE.**

Service cost shall be \$58,458.50
Service must be paid upon completion.



PUMP OUTS UNLIMITED

June 11th, 2026

OKEECHOBEE UTILITY AUTHORITY (OUA)

Chris Weeks

863.634.9724

cweeks@ouafl.com

RE: SANITARY SEWER LIFTSTATION REHABILITATION – FY2026

JOB SITE: LS #NW14

Pump Outs Unlimited shall provide all necessary personnel, equipment, tools, products & materials to furnish, set up, operate & maintain bypass. Pipe from base to outside the VV, all new valves. Remove the existing bitumastic coating system from the wet well & valve vault. Apply GEOKRETE (1"). 599.28 total sqft. For the WW & VV.

Thank you for the opportunity to quote you on the services requested!!

Line Item	Description	Unit	Amount	Unit Price	Extended Price
1	Mobilization	EA	1	\$3,500.00	\$3,500.00
2	Chemical Grouting	GAL	5	\$125.00	\$625.00
3	Installation of GEOKRETE (1"). WW & VV.	SQFT	599.28	\$25.00	\$14,982.00
4	Rebuild Floor – both structures	EA	2	\$403.00	\$806.00
5	Demo Existing Liners	SQFT	599.28	\$25.00	\$14,982.00
6	Piping, Valves	EA	1	\$34,332.00	\$34,332.00
7	Bypass	EA	1	\$3,800.00	\$3,800.00
TOTAL					\$73,027.00

***IMPORTANT MESSAGE: OUA SHALL PROVIDE JET VACUUM TRUCK SERVICES FOR THE INITIAL CLEANING OF THE WET WELL & AFTER COATINGS REMOVAL.**

Service cost shall be \$73,027.00
Service must be paid upon completion.



PUMP OUTS UNLIMITED

June 11th, 2026

OKEECHOBEE UTILITY AUTHORITY (OUA)

Chris Weeks

863.634.9724

cweeks@ouafl.com

RE: SANITARY SEWER LIFTSTATION REHABILITATION – FY2026

JOBSITE: LS #SE6

Pump Outs Unlimited shall provide all necessary personnel, equipment, tools, products & materials to furnish, set up, operate & maintain bypass. Pipe from base to in-between ww & vv. Nothing happens in the vv. Already good epoxy valves. Tie into in-between the WW & VV.

Remove the existing bitumastic coating system from the valve vault. Apply GEOKRETE (1"). 155.55 total sqft. For the VV.

Thank you for the opportunity to quote you on the services requested!!

Line Item	Description	Unit	Amount	Unit Price	Extended Price
1	Mobilization	EA	1	\$3,500.00	\$3,500.00
2	Chemical Grouting	GAL	5	\$125.00	\$625.00
3	Installation of GEOKRETE (1").	SQFT	155.55	\$25.00	\$3,888.75
4	Rebuild Floor	EA	1	\$403.00	\$403.00
5	Demo Existing Liners	SQFT	155.55	\$25.00	\$3,888.75
6	Piping, Valves	EA	1	\$17,792.00	17,792.00
7	Bypass	EA	1	2,700.00	2,700.00
6TOTAL					\$32,783.75

***IMPORTANT MESSAGE: OUA SHALL PROVIDE JET VACUUM CLEANING SERVICES FOR THE IN TILA WET WELL CLENIING & AFTER COATINGS REMOVAL.**

Service cost shall be \$32,783.75
Service must be paid upon completion.



PUMP OUTS UNLIMITED

June 11th, 2026

OKEECHOBEE UTILITY AUTHORITY (OUA)

Chris Weeks
863.634.9724
cweeks@ouafl.com

RE: SANITARY SEWER LIFTSTATION REHABILITATION – FY2026

JOB SITE: LS #SE4

Pump Outs Unlimited shall provide all necessary personnel, equipment, tools, products & materials to furnish, set up, operate & maintain bypass. Pipe from base to outside the vv, all new valves. Remove the existing bitumastic coating system from the wet well & valve vault. Apply GEOKRETE (1"). 468.96 total sqft. For the WW & VV.

Thank you for the opportunity to quote you on the services requested!!

Line Item	Description	Unit	Amount	Unit Price	Extended Price
1	Mobilization	EA	1	\$3,500.00	\$3,500.00
2	Chemical Grouting	GAL	5	\$125.00	\$625.00
3	Installation of GEOKRETE (1"). WW & VV.	SQFT	468.96	\$25.00	\$11,724.00
4	Rebuild Floor – both structures	EA	2	\$403.00	\$806.00
5	Demo Existing Liners	SQFT	468.96	\$25.00	\$11,724.00
6	Piping, Valves	EA	1	\$40,172.00	\$40,172.00
7	Bypass	EA	1	\$3,800.00	\$3,800.00
TOTAL					\$72,351.00

***IMPORTANT MESSAGE: OUA SHALL PROVIDE A JET VACUUM CLEANING TRUCK AT THE INITIAL CLEANING OF THE WETWELL & AFTER COATINGS REMOVAL.**

Service cost shall be \$72,351.00
Service must be paid upon completion.



PUMP OUTS UNLIMITED

June 11th, 2026

OKEECHOBEE UTILITY AUTHORITY (OUA)

Chris Weeks
863.634.9724
cweeks@ouafl.com

RE: SANITARY SEWER LIFTSTATION REHABILITATION – FY2027

JOB SITE: LS #NE6

Pump Outs Unlimited shall provide all necessary personnel, equipment, tools, products & materials to furnish, set up, operate & maintain bypass. Start HDPE in-between the WW & VV, tie into existing ww HDPE. All new valves, stop outside the VV. Remove the existing epoxy coating system from the wet well & valve vault. Then apply QMS1 (.5") & Structure Guard Epoxy (125mils). 938.20 total sqft. For the WW, VV & TMH.

Thank you for the opportunity to quote you on the services requested!!

Line Item	Description	Unit	Amount	Unit Price	Extended Price
1	Mobilization	EA	1	\$3,500.00	\$3,500.00
2	Chemical Grouting	GAL	5	\$125.00	\$625.00
3	Installation of QMS1 (0.5") & Structure Guard (125mils). WW & VV.	SQFT	938.20	\$37.50	\$35,182.50
4	Rebuild Floor – both structures	EA	2	\$403.00	\$806.00
5	Demo Existing Liners	SQFT	938.20	\$25.00	\$23,455.00
6	Piping & Valves	EA	1	\$29,872.00	\$29,872.00
7	Bypass	EA	1	\$3,800.00	\$3,800.00
TOTAL					\$97,240.50

***IMPORTANT MESSAGE: OUA SHALL PROVIDE JET VACUUM TRUCK FOR INITIAL WET WELL CLEANING & AFTER COATINGS REMOVAL.**

Service cost shall be \$97,240.50
Service must be paid upon completion.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 34

JULY 21, 2026

SW 5TH AVENUE SEPTIC TO SEWER

At an earlier OUA Board meeting (January 2026), the project engineer proposed to divide the SW 5th Avenue Septic to Sewer project into three components:

<u>Project Component</u>	<u>Preliminary Cost</u>
Vacuum Pump Station	\$3,351,000
Collection System A	\$2,639,000
Collection System B	\$1,118,000

The rationale behind this decision making was that the OUA had \$5,000,0000 in state funding with the remainder yet to be funded. It was determined to group components VPS and B together to create a possible \$4,469,000 project with the remaining element to bid as Collection System A at \$2,639,000.

Phase I (VPS & B) Project have been bid and the low bid came in at \$4,728,321. Contract documents have been executed and the project is underway.

Now, for Phase II. OUA staff and the project engineer attempted apply for the late summer SRF selection process, but there was too much to be accomplished in too little time. The application process has now been shifted to meet the November selection process.

Mr. Jeff Sumner is here today to define the schedule as to how the OUA can meet this SRF timeline.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 35

JULY 21, 2026

2027 RIF COMMERCE DEPARTMENT GRANT APPLICATION

On July 13, 2026, the OUA submitted a 2027 Rural Infrastructure Fund grant application for the State Road 70 West Water Main Improvement Project. The application was prepared to support the installation of a 16-inch water main to serve two planned industrial parks along State Road 70.

The application was submitted by the Okeechobee Utility Authority with support from Okeechobee County Economic Development Corporation.

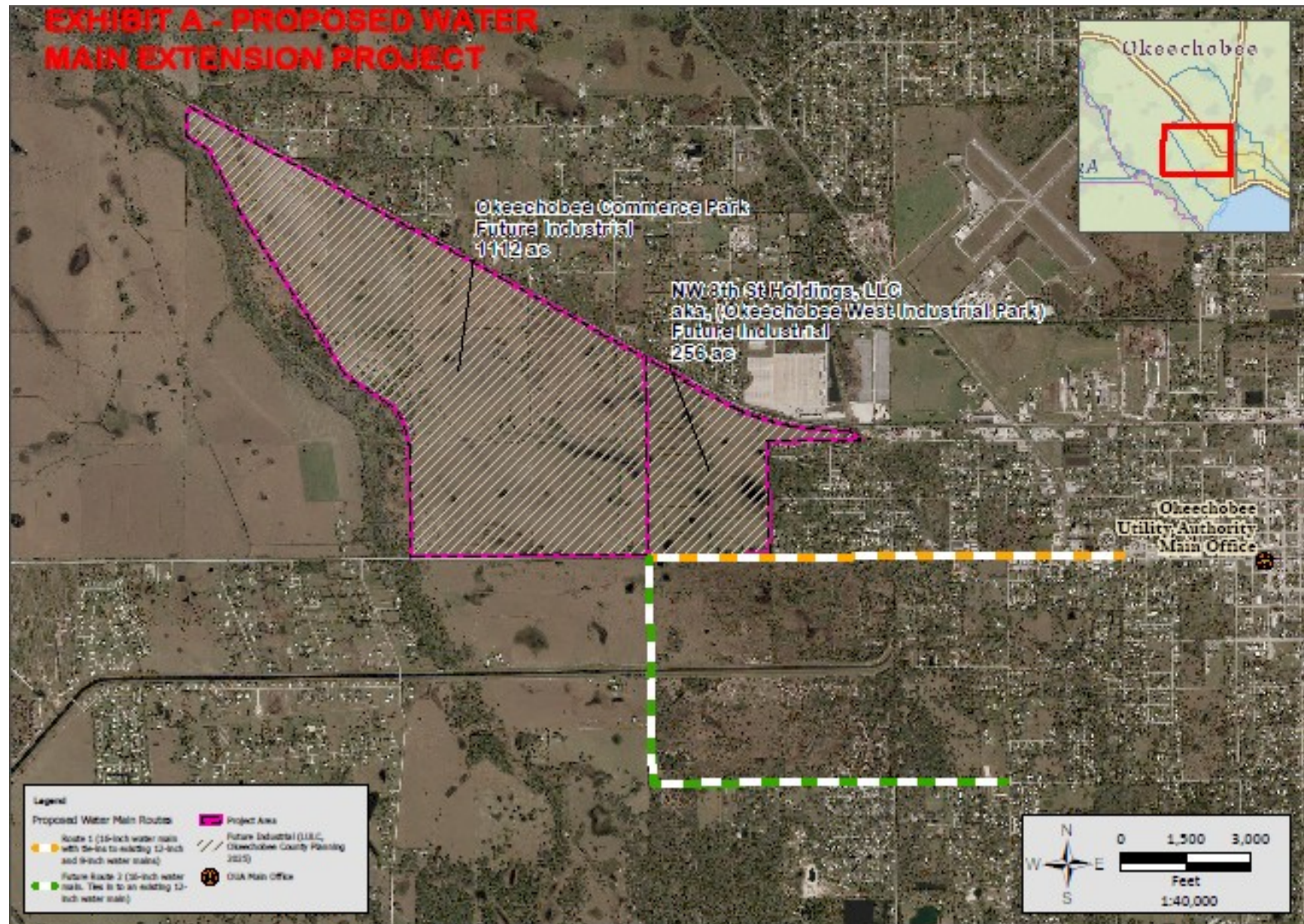
The piping system extends along State Road 70 West from SW 24th Avenue to SW 48th Avenue. Altogether, there is an estimated 11,500 LF of piping along with appurtenances such as valves, restrainers, fire hydrants and other fittings. The preliminary estimate for construction came in at \$3,930,000.

In addition to these two industrial parks, there are plans for a possible ± 700 unit residential complex to be constructed at SW 48th Avenue and SR 70W.

OUA staff have proposed a meeting with the different development teams to discuss how they can contribute to the 16-inch water main project as well as a 12-inch water main as needed based upon the demands of all three projects.

This agenda item is included as a discussion item.

EXHIBIT A - PROPOSED WATER MAIN EXTENSION PROJECT



For informational Purposes Only Document Path: Q:\GIS\OUA\000-25\apn\Water_Mains_Project\Water_Mains_Project\Water_Mains_Project.aprx

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 36

JULY 21, 2026

OKEECHOBEE COUNTY FIRE STATION REAL PROPERTY DONATION AGREEMENT

Stephen Conteaguero, OUA Attorney has prepared the attached **Real Property Donation Agreement, Notice of Right of Reverter and General Warranty Deed** for Board review and approval. A chronological record of the Board's deliberations, decisions and actions as documented in meeting minutes leading to the agreement is provided below.

During the February 17, 2026 OUA Board Meeting, Justin Nelson, Assistant County Administrator first spoke on the OUA owned parcel located at 875 Highway 78 West and the County's need for a location to construct a new fire station, to be called Fire Station No. 5.

A Motion by Steve Hargraves to donate the property located at 875 Highway 78 West to Okeechobee County for the purpose of constructing Fire Station No. 5, with a 10-year Reverter Clause. Second by Tabitha Trent. Vote unanimous (5-0), motion carried.

During the March 17, 2026 OUA Board Meeting, Stephen Conteaguero, OUA Attorney presented a General Warranty Deed with OUA as Grantor and Okeechobee County Fire Department as Grantee. The deed was accompanied by a Notice of Right of Reverter with an Initial Use Requirement (Five-Year Activation Condition) and a Continuing Use Requirement (Post Activation Reverter).

A Motion by Glenn Sneider to approve the transfer of property to Okeechobee County with the following clauses:

1. 3 acres of land to be donated for the construction of Fire Station No. 5
2. Inclusive of a Seven-Year Reverter Clause
3. Okeechobee County to demolish and clean up existing structures on the Property
4. OUA Legal Fees paid for by Okeechobee County
5. Okeechobee County to reimburse the OUA for land survey services

Second by Jamie Gamiotea. Vote unanimous (5-0), motion carried

During the May 19, 2026 OUA Board Meeting, BOCC Chairman David Hazellieff requested to address the Board concerning the need for the proposed Fire Station No. 5 on SR78 West. Assistant County Administrator, Justin Nelson was present to discuss the 875 SR78 West property. Mr. Nelson discussed issues with the terms of the property transfer and that the Reverter Clause would not align with the terms of their grant. Mr. Nelson reviewed the need for the entire 5-acre parcel. County Commissioner Hazellief addressed the Board explaining that there was a possibility of a Sheriff Substation on the same property, followed by a brief discussion.

A Motion by Steve Nelson to approve the removal of Section 2, change the property donation from 3 to 5 acres, a 10-year reverter clause, demolition of structures and legal fees to be paid by the County. Second by Jamie Gamiotea. Vote unanimous (4-0), motion carried.

Following discussion and clarification, the Board is asked to accept Staff's recommendation to:

- 1. Authorize the OUA Board Chairperson to execute and the OUA Attorney to approve the Real Property Donation Agreement before forwarding the Agreement to Okeechobee County Board of County Commissioners for acceptance**
- 2. Following Okeechobee County Board of County Commissioner's acceptance of the Real Property Donation Agreement, Authorize the OUA Board Chairperson to sign the General Warranty Deed and Notice of Right of Reverter, with witnesses and notarization.**
- 3. Record all final and executed documents in the Official Records Book and Page, Public Records of Okeechobee County Florida**

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (“Agreement”) is made on _____ (“Effective Date”), between the **Okeechobee Utility Authority** (“Donor”), and **the Board of County Commissioners of Okeechobee County** (“Donee”). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. This Real Property Donation Agreement and any addenda, riders, counterparts, or amendments together constitute the complete Agreement.

Donor and Donee may each be referred to herein as a “Party” and collectively as the “Parties.”

Donor is the owner, or the agent of the owner with the authority to enter into this Agreement, of the real property described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”).

1. EFFECTIVE DATE:

The date of Donor’s execution of this Agreement shall be the “Effective Date” of the Agreement, notwithstanding any prior understanding or agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Donee is not actually received by the Donor before the Donor gives written notice of revocation to Donee or the Donee’s agent or attorney. The Agreement must be signed by all parties in order to be binding.

2. CONSIDERATION:

The Parties acknowledge and agree that there shall be no consideration or payment of money or goods of any kind made by Donee in exchange for Donor’s conveyance of the Property to Donee. This Agreement, and performance of any covenant or condition contained herein, is not contingent upon Donee obtaining financing from any source. To the extent that the Parties have entered any other agreement with respect to the donation of real property prior to this Agreement, each Party acknowledges full performance by the other Party of all covenants and conditions contained in such prior agreement.

3. RESTRICTIONS, EASEMENTS, LIMITATIONS:

Donee shall take title to the Property subject to all matters of record.

4. TIME OF THE ESSENCE; CLOSING DATE:

(a) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

5. DOCUMENTS FOR CLOSING:

Donor shall prepare or cause to be prepared a deed transferring the Property to Donee. Donor shall be responsible for recording the deed following the Closing. Donor shall provide all escrow and closing services through a title insurance company of its choice licensed or authorized to provide such services in the state in which the Property is located. The deed to be delivered at Closing shall be a General Warranty Deed in which the Grantor warrants title to the Property against the lawful claims of all persons. The General Warranty Deed shall include a condition subsequent and right of reverter as more particularly set forth therein.

6. CLOSING COSTS AND EXPENSES:

(a) The Parties agree that Donor shall only be responsible for payment of real estate taxes, if applicable, through the date of closing. At Closing, Donor shall pay any and all real estate taxes through the date of Closing that are due and owing. Donor shall also credit Donee for general real estate taxes, if applicable, through the date of closing.

(b) All other costs, expenses, fees and other amounts due and paid at or through escrow or the Closing shall be paid by Donee.

7. PROPERTY CONDITION:

(a) Donee acknowledges and agrees that Donor has not made and hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, or quality of the geology, the presence of environmental hazards, or the suitability of the Property for any and all activities and uses which Donee may elect to conduct thereon, specifically including but not limited to, using the Property as a residence; (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the Property; (iii) except for any warranties contained in the deed, the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property, its operation, or use with any laws, rules, ordinances, or regulations of any government or other body; and, (v) the income to be derived from the Property.

(b) Donee hereby expressly acknowledges and agrees that Donee has thoroughly inspected and examined the Property to the extent deemed necessary by the Donee in order to enable Donee to evaluate the acceptance of the Property. Donee hereby further acknowledges and agrees that Donee is relying solely upon the inspection, examination, and evaluation of the Property, if any, by Donee and that Donee is accepting the Property on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis and not on any information provided or to be provided by Donor. Donee acknowledges that it has sufficient information regarding the Property; is relying on its own experts and not Donor or any information provided by Donor, if any; and is not looking to Donor for any additional information with respect to condition of the Property. Donee expressly acknowledges that, in consideration of the agreements of Donor herein, Donor makes no warranty or representation expressed or implied, or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose except otherwise specified herein. It is further agreed that Donor has not warranted, and does not hereby warrant the Property and any improvements located thereon now or in the future will meet or

comply with the requirements of any safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction.

8. CODE VIOLATIONS:

RESERVED.

9. EXPOSURE TO LEAD OR LEAD-BASED PAINT:

RESERVED.

10. TITLE INSURANCE:

A title insurance policy identifying the Donee as “Owner” and/or “Insured” shall not be provided by Donor. Donee may elect to obtain such a policy of title insurance and pay the premium for such policy, but the ability of Donee to obtain such a policy, the ability of any title insurance company to issue such a policy, or the availability of such a policy shall not excuse Donee from full performance under the agreement.

11. DEFECTS IN TITLE:

If Donee raises an objection to Donor’s title to the Property, which, if valid, would make title to the Property uninsurable, Donor shall have the right, but not the obligation, to unilaterally terminate the Agreement by giving written notice of the termination to Donee. Donor is not obligated to (i) remove any exception; (ii) bring any action or proceeding or bear any expense in order to convey title to the Property; or (iii) make the title marketable or insurable. Any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

12. REPRESENTATIONS AND WARRANTIES:

In addition to Donee’s representations and warranties made elsewhere herein, Donee represents and warrants to Donor the following:

- (a) Donee is accepting the Property solely in reliance on its own information and/or findings and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Donor or Donor’s agents or brokers, or any information on the Multiple Listing Service;
- (b) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof;
- (c) Donee has not relied on any representation or warranty from Donor, or Donor’s agents or brokers regarding the nature, quality, or workmanship of any repairs made by Donor;

(d) Donee will not occupy, or cause or permit others to occupy, the Property prior to Closing; and

(e) Donee is not an officer, employee, director, or contractor of Donor. Donee understands and acknowledges that Donor prohibits such persons from purchasing the Property, directly, indirectly, or through a family member or an interest in a partnership, corporation, joint venture, trust, or other entity.

13. CONDITIONS TO DONOR'S PERFORMANCE:

Donor shall have the right, at Donor's sole discretion, to extend the Closing Date or to terminate the Agreement if Donor, at Donor's sole discretion, determines that the donation and transfer of the Property to Donee, or any related transactions, are in any way associated with illegal activity of any kind.

14. DONOR'S REMEDIES FOR DONEE'S DEFAULT:

In the event of Donee's material breach or material misrepresentation of any fact under the terms of the Agreement, Donor is automatically released from the obligation to donate and convey the Property to Donee, and Donor and any indemnified parties shall not be liable to Donor for any Claims arising out of or relating in any way to Donor's failure to donate and convey the Property to Donee.

15. WAIVER OF CLAIMS:

Donee, for itself and any other parties claiming, by, through, or under Donee, hereby waives and fully releases Donor and its agents from and against any and all losses, claims, demands, liabilities, costs, damages and expenses (including attorney's fees and costs) from and against any and all claims, causes of action, whether administrative, judicial or otherwise, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with any local, state or federal law, rule or ordinance affecting the Property including, but not limited to, building code requirements, nuisance claims or abatement thereof, condemnation proceedings, lien enforcement actions, and the like. Further, except for money claims for nuisance or utility charges arising prior to the date of title transfer, Donee acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that the Donee shall solely be solely responsible for the payment of any amounts arising therefrom.

16. RISK OF LOSS:

In the event of a casualty loss, including but not limited to damage or destruction of the Property caused by fire, wind, and water, and expressly excluding the Donor's intentional demolition or deconstruction of the Property pursuant to an agreement with a federal, state, county, or municipal government branch, department or agency, and other third parties, after Donor's acceptance and execution of the Agreement, and prior to Closing, Donor may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, at its sole discretion, limit the amount to be expended. If Donor elects to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.

17. OTHER AGREEMENTS:

No other agreements or representations, unless specifically set forth in the Agreement, shall be binding upon any of the Parties. This Agreement sets forth the full and complete understanding of the Parties hereto. No amendment, modification or supplement to this Agreement shall be binding unless in writing and duly executed and delivered by each of the Parties hereto to the other Party or Parties. Nothing herein shall be construed as constituting a partnership or joint venture between Donor and Donee. If either or both Parties has or have employed a real estate broker or agent in connection with this property, then each party shall be liable for the payment of any and all broker fees and commissions due that Party's real estate agent or broker, and each Party indemnifies the other for any and all amounts due the other Party's real estate agent or broker.

18. EMINENT DOMAIN:

In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

19. SURVIVAL:

Donor's delivery of the deed to the Property to Donee shall be deemed to be full performance and discharge of all of Donor's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, any provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

20. SEVERABILITY:

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

21. TERMINATION OF AGREEMENT:

If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.

22. ASSIGNMENT OF AGREEMENT:

Neither Donor nor Donee shall assign the Agreement.

23. MODIFICATION AND WAIVER:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by Donor and Donee. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

24. RIGHTS OF OTHERS:

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

25. COUNTERPARTS AND FACSIMILE:

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.

26. HEADINGS:

The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

27. GENDER:

Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

28. FORCE MAJEURE:

Except pursuant to the Risk of Loss provisions above, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.

29. ATTORNEY REVIEW:

Donee acknowledges that it has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

30. NOTICES:

Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first class mail, postage paid. All notices to Donor will be deemed sent or delivered to Donor when sent or delivered to Donor at the address or fax number shown below. All notices to Donee shall be deemed sent or delivered and effective when sent or delivered to Donee at the address or fax number shown below.

31. APPLICABLE LAW. VENUE:

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction, whether state or federal, having jurisdiction in Okeechobee County, Florida. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and waives any objection to the laying of venue in Okeechobee County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement.

32. DISPUTE RESOLUTION:

At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.

33. ATTORNEYS' FEES, COURT COSTS, AND LEGAL EXPENSES:

In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement each Party shall bear its own attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

34. DEMOLITION AND SITE RESTORATION OBLIGATION:

Upon the occurrence of any event requiring Donee to vacate or surrender the Property under this Agreement or under the General Warranty Deed, including without limitation the activation of the Initial Use Requirement (Ten-Year Activation Condition) set forth in the General Warranty Deed, Donee shall, at its sole cost and expense, promptly demolish and remove all structures, improvements, debris, and related materials then existing on the Property (including any structures existing on the Property as of the date of conveyance) and shall restore the Property to a clean, safe, and unobstructed condition reasonably acceptable to Donor. Donee's demolition and site-restoration obligation shall survive the reversion or reconveyance of title to Donor and shall be enforceable by Donor as a covenant running with the land. In the event Donee fails to complete demolition and site restoration within one hundred eighty (180) days following the date of reversion or surrender, Donor may, at its option and without waiving any other remedy, cause such work to be performed and recover all reasonable costs and expenses thereof from Donee, together with interest at the statutory rate.

35. REIMBURSEMENT OF DONOR EXPENSES:

As a condition of this donation, Donee shall reimburse Donor for the following expenses incurred in connection with the conveyance of the Property: (a) all survey costs and expenses, including the cost of any boundary, topographic, or other survey of the Property obtained by Donor in connection with the conveyance; and (b) all legal fees and costs incurred by Donor for the review, drafting, and preparation of this Agreement, the General Warranty Deed, and any related documents. Donor shall provide Donee with reasonable documentation of such expenses. Donee shall remit payment to Donor within thirty (30) days of receipt of Donor's written invoice therefor. The obligations set forth in this section shall survive the Closing and the delivery of the General Warranty Deed.

36. COMPLIANCE

Donee assumes all duties and obligations for compliance with any and all applicable requirements or conditions precedent to conveyance of the Property, including (without limitation) any requirements imposed by governmental agencies or authorities as conditions precedent to conveyance of real property generally, or conditions precedent to conveyance of foreclosed or distressed real estate, or otherwise.

IN WITNESS WHEREOF, the parties have caused this **Agreement** to be executed and delivered on the **Effective Date**.

**DONOR: OKEECHOBEE UTILITY
AUTHORITY**

By: _____
John Gilliland, Chair

Date Executed: _____

Approved as to Form and Legal Sufficiency:

By: _____
Nason Yeager Gerson Harris & Fumero, P.A.
OUA Attorney

**DONEE: OKEECHOBEE COUNTY
BOARD OF COUNTY
COMMISSIONERS**

By: _____

David Hazellief, Chair

Date Executed: _____

EXHIBIT A

Legal Description of Property

Legal description and/or tax identification number to be verified and provided by title company prior to closing.

Okeechobee County Property Appraiser Parcel Number: 1-04-38-35-0A00-00016-A000

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4, BEAR SOUTH 00°07'17" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1196.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'17" EAST A DISTANCE OF 518.21 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 78; THENCE BEAR SOUTH 73°29'33" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD 78 A DISTANCE OF 365.00 FEET; THENCE BEAR NORTH 16°30'27" WEST A DISTANCE OF 497.16 FEET; THENCE BEAR NORTH 73°29'33" EAST A DISTANCE OF 511.19 FEET TO THE POINT OF BEGINNING.

_____ Donor's Initials

_____ Donee's Initials

Prepared By:

STEPHEN CONTEAGUERO
NASON YEAGER GERSON HARRIS & FUMERO, PA
110 E. Broward Blvd, Suite 11010
Fort Lauderdale, FL 33301

Return To:

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

Property Appraisers Parcel Identification

Folio Number(s): 1-04-38-35-0A00-00016-A000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This General Warranty Deed, Executed this ____ day of _____, A.D. 2026, by

The Okeechobee Utility Authority, a Florida independent special district,

whose post office address is

100 SW 5th Ave, Okeechobee, FL 34974

first party, Grantor to

Okeechobee County Board of County Commissioners,

whose post office address is

304 NW 2nd Street, Okeechobee, Florida 34972,

second party, Grantee:

(Wherever used herein, the terms "first party," "second party," "Grantor," and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

Witnesseth, that the said first party, for the sum of \$10.00 and other good and valuable consideration paid by the second party, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described parcel of land, and all improvements and appurtenances thereto, in Okeechobee County, FLORIDA, to-wit:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4, BEAR SOUTH 00°07'17" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1196.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'17" EAST A DISTANCE OF 518.21 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 78, THENCE BEAR SOUTH 73°29'33" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD 78 A DISTANCE OF 365.00 FEET; THENCE BEAR NORTH 16°30'27" WEST A DISTANCE OF 497.16 FEET; THENCE BEAR NORTH 73°29'33" EAST A DISTANCE OF 511.19 FEET TO THE POINT OF BEGINNING. (rc/da'09)

General Warranty of Title.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the above-described property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that the Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free and clear of all encumbrances, except taxes accruing subsequent to April 30, 2026. Notwithstanding the foregoing, the Parties acknowledge that both Grantee and Grantor are exempt from the payment of property taxes pursuant to Florida Law.

Conditions Subsequent and Right of Reverter.

This conveyance is made subject to the following conditions subsequent, each of which shall run with the land and be binding upon the Grantee, its successors and assigns:

1. Initial Use Requirement (Ten-Year Activation Condition). For purposes of this instrument, the term “**Fire Station**” means a facility staffed by firefighting personnel on a regular basis, housing at least one piece of fire suppression apparatus, and from which active emergency fire suppression responses are dispatched. If the above-described property is not placed into active operation as a Fire Station (as defined herein) on or before the tenth (10th) anniversary of the execution date of this General Warranty Deed (the “**Activation Deadline**”), then, upon the occurrence of such failure, fee simple title to the above-described property shall automatically revert to and revest in the Grantor, Okeechobee Utility Authority, without the necessity of any re-entry, legal action, or further act by the Grantor. The Grantee shall promptly execute and deliver to Grantor any deed or instrument reasonably requested by Grantor to confirm such reversion of title; however, the failure of the Grantee to execute such instrument shall not prevent or delay the automatic reversion of title as set forth herein.

The right of reverter set forth in Condition 1 above is a real property interest that runs with the land and is binding upon the Grantee and all successors in interest. Grantor may record a notice of such right of reverter in the Public Records of Okeechobee County, Florida, to provide constructive notice thereof to all parties.

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of: Okeechobee Utility Authority, a
Florida independent special district

.....
WITNESS 1 Sign By
John Gilliland, Chair

.....
WITNESS 1 Print Its

.....
WITNESS 1 Address Line 1

.....
WITNESS 1 Address Line 2

.....
WITNESS 2 Sign

.....
WITNESS 2 Print

.....
WITNESS 2 Address Line 1

.....
WITNESS 2 Address Line 2

STATE OF FLORIDA }
COUNTY OF OKEECHOBEE }

HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared
John Gilliland who is the Chair of
(Name) (Title)
Okeechobee Utility Authority, a Florida independent special district, who is ☐ to me known to be the person described in and who executed the foregoing instrument or ☐ who has produced _____ as identification and before executed the same.

WITNESS my hand and official seal to the County and State last aforesaid
this _____ day of _____ A.D. 2026.

.....
NOTARY PUBLIC

Prepared By:

STEPHEN CONTEAGUERO
NASON YEAGER GERSON HARRIS & FUMERO, PA
750 PARK OF COMMERCE BLVD STE 210
BOCA RATON, FL 33487

Return To:

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

Property Appraisers Parcel Identification

Folio Number(s): 1-04-38-35-0A00-00016-A000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF RIGHT OF REVERTER

Claimant:

Okeechobee Utility Authority, a Florida independent special district

Whose address is:

100 SW 5th Avenue, Okeechobee, Florida 34974

hereby gives notice of and claims the following described interest: The right of reverter and conditions subsequent set forth in that certain General Warranty Deed executed by Okeechobee Utility Authority, as Grantor, in favor of the Board of County Commissioner of Okeechobee County, as Grantee, recorded in Official Records Book _____, Page _____, Public Records of Okeechobee County, Florida (the "Deed"), more particularly described as follows:

Condition 1 – Initial Use Requirement (Ten-Year Activation Condition):

For purposes of the Deed and this Notice, the term "fire station" means a facility staffed by firefighting personnel on a regular basis, housing at least one piece of fire suppression apparatus, and from which active emergency fire suppression responses are dispatched. If the above-described property is not placed into active operation as a fire station (as defined in the Deed) on or before the tenth (10th) anniversary of the execution date of the Deed (the "Activation Deadline"), then, upon the occurrence of such failure, fee simple title to the above-described property shall automatically revert to and revest in the Grantor, Okeechobee Utility Authority, without the necessity of any re-entry, legal action, or further act by the Grantor. The Grantee shall promptly execute and deliver to Grantor any deed or instrument reasonably requested by Grantor to confirm such reversion of title; however, the failure of the Grantee to execute such instrument shall not prevent or delay the automatic reversion of title as set forth in the Deed.

The right of reverter set forth in Condition 1 above is a real property interest that runs with the land and is binding upon the Grantee and all successors in interest. The recording of this Notice is made pursuant to and consistent with the general principles applicable to the recording of interests in real property in the State of Florida and is intended to provide constructive notice to all persons of the existence and terms of the right of reverter described herein.

The above-described interest affects land located in Okeechobee County, Florida, more fully described as:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4, BEAR SOUTH 00°07'17" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1196.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'17" EAST A DISTANCE OF 518.21 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 78, THENCE BEAR SOUTH 73°29'33" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD 78 A DISTANCE OF 365.00 FEET; THENCE BEAR NORTH 16°30'27" WEST A DISTANCE OF 497.16 FEET; THENCE BEAR NORTH 73°29'33" EAST A DISTANCE OF 511.19 FEET TO THE POINT OF BEGINNING. (rc/da'09)

Folio No.: 1-04-38-35-0A00-00016-A000

Okeechobee County Board of County Commissioners
304 NW 2nd Street Okeechobee, Florida 34972

Signed, sealed, and delivered in the presence of:

.....
WITNESS 1 Sign

.....
WITNESS 1 Print

.....
WITNESS 1 Address

.....
WITNESS 1 Address

.....
WITNESS 2 Sign

.....

WITNESS 2 Print

.....

WITNESS 2 Address

.....

WITNESS 2 Address

STATE OF FLORIDA

COUNTY OF OKEECHOBEE

HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John Gilliland, who is the Chair of Okeechobee Utility Authority, a Florida independent special district, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. _____.

.....

NOTARY PUBLIC, State of Florida

Print Name: _____

My Commission No.: _____

My Commission Expires: _____

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 37

JULY 21, 2026

HEALTH CARE COSTS

As discussed in earlier Board meetings, the employee health insurance cost is going up 11.5% for FY27. In the current employment market, attracting new hires and/or retention of existing employees requires an approach of financial finesse. Either a higher salary, benefits or some combination.

The OUA offers a wide variety of health care plans, from low copays to no copays to HSA plans. Each plan offers the employee an option for: just the employee, employee & spouse, employee & children or employee & family.

The following tables list the current FY26 plan costs as well as the FY26 OUA contribution to the employee with the OUA contribution based upon plan coverage. As noted in the tables, the OUA provides insurance plans to retired OUA employees but does not offer a contribution to the plan cost.

Rate Comparison for Current Health Insurance Premiums FY 2026/2027

BlueChoice 3769	Covered	FY26 Monthly Employee Premium	FY26 OUA Monthly Contribution	FY26 Net Employee Premium Balance	FY27 Monthly Employee Premium	FY27 OUA Monthly Contribution	FY27 Net Employee Premium Balance
Coverage							
Employee	2	\$1,068.00	\$1,200.00	\$132.00	\$1,190.00	\$1,300.00	\$110.00
Plus Spouse	0	\$2,218.00	\$1,525.00	(\$693.00)	\$2,472.00	\$1,725.00	(\$747.00)
Plus Children	0	\$2,012.00	\$1,525.00	(\$487.00)	\$2,242.00	\$1,725.00	(\$517.00)
Plus Family	0	\$3,283.00	\$1,850.00	(\$1,433.00)	\$3,659.00	\$2,150.00	(\$1,509.00)
Retirees	0	\$808.00	\$ -		\$900.00	\$ -	

2

Blue Options 3748	Covered	FY26 Monthly Employee Premium	FY26 OUA Monthly Contribution	FY26 Net Employee Premium Balance	FY27 Monthly Employee Premium	FY27 OUA Monthly Contribution	FY27 Net Employee Premium Balance
Coverage							
Employee	8	\$1,212.00	\$1,200.00	(\$12.00)	\$1,351.00	\$1,300.00	(\$51.00)
Plus Spouse	0	\$2,517.00	\$1,525.00	(\$992.00)	\$2,806.00	\$1,725.00	(\$1,081.00)
Plus Children	0	\$2,284.00	\$1,525.00	(\$759.00)	\$2,546.00	\$1,725.00	(\$821.00)
Plus Family	0	\$3,726.00	\$1,850.00	(\$1,876.00)	\$4,154.00	\$2,150.00	(\$2,004.00)
Retirees	1	\$909.00	\$ -		\$1,013.00	\$ -	

9

BlueOptions 3559	Covered	FY26 Monthly Employee Premium	FY26 OUA Monthly Contribution	FY26 Net Employee Premium Balance	FY27 Monthly Employee Premium	FY27 OUA Monthly Contribution	FY27 Net Employee Premium Balance
Coverage							
Employee	5	\$858.00	\$1,200.00	\$342.00	\$956.00	\$1,300.00	\$344.00
Plus Spouse	3	\$1,708.00	\$1,525.00	(\$183.00)	\$1,903.00	\$1,725.00	(\$178.00)
Plus Children	5	\$1,551.00	\$1,525.00	(\$26.00)	\$1,728.00	\$1,725.00	(\$3.00)
Plus Family	3	\$2,491.00	\$1,850.00	(\$641.00)	\$2,776.00	\$2,150.00	(\$626.00)
Retirees	0	\$659.00	\$ -		\$734.00	\$ -	

16

Rate Comparison for Current Health Insurance Premiums FY 2026/2027

BO 5168/5169	Covered	FY26 Monthly Employee Premium	FY26 OUA Monthly Contribution	FY26 Net Employee Premium Balance		FY27 Monthly Employee Premium	FY27 OUA Monthly Contribution	FY27 Net Employee Premium Balance
Coverage								
Employee	28	\$862.00	\$1,200.00	\$338.00		\$961.00	\$1,300.00	\$339.00
Plus Spouse	1	\$1,716.00	\$1,525.00	(\$191.00)		\$1,913.00	\$1,725.00	(\$188.00)
Plus Children	3	\$1,558.00	\$1,525.00	(\$33.00)		\$1,737.00	\$1,725.00	(\$12.00)
Plus Family	0	\$2,503.00	\$1,850.00	(\$653.00)		\$2,790.00	\$2,150.00	(\$640.00)
Retirees	1	\$664.00	\$ -			\$740.00	\$ -	
	33							

BO 5172/5173	Covered	FY26 Monthly Employee Premium	FY26 OUA Monthly Contribution	FY26 Net Employee Premium Balance		FY27 Monthly Employee Premium	FY27 OUA Monthly Contribution	FY27 Net Employee Premium Balance
Coverage								
Employee	2	\$744.00	\$1,200.00	\$456.00		\$829.00	\$1,300.00	\$471.00
Plus Spouse	0	\$1,481.00	\$1,525.00	\$44.00		\$1,650.00	\$1,725.00	\$75.00
Plus Children	0	\$1,345.00	\$1,525.00	\$180.00		\$1,499.00	\$1,725.00	\$226.00
Plus Family	0	\$2,161.00	\$1,850.00	(\$311.00)		\$2,408.00	\$2,150.00	(\$258.00)
Retirees	0	\$566.00	\$ -			\$631.00	\$ -	
	2							

The change to the OUA Monthly Contribution was adjusted to minimize the monthly increase to Monthly Employee Premium cost.

	FY26 OUA Monthly Contribution	FY27 OUA Monthly Contribution
Coverage		
Employee Only	\$1,200.00	\$1,300.00
Plus Spouse	\$1,525.00	\$1,725.00
Plus Children	\$1,525.00	\$1,725.00
Plus Family	\$1,850.00	\$2,150.00

Based upon the current number of employees and preferred plan coverages, the monthly cost of FY26 (\$75,450) compared to FY27 (\$83,050) is \$7,600, or an annual increase of \$91,200. From an annual cost perspective, current FY26 is \$905,400 while the proposed FY27 will be \$996,600.

Of course, should the OUA employee count change or plan distribution change, then OUA health care cost would be adjusted accordingly.

It is staff recommendation that the OUA Board adopt the FY27 OUA Monthly Contribution proposed above.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 38

JULY 21, 2026

EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT

The Executive Director Employment Contract was updated on June 29, 2026 and presented to Greg Kennedy on June 30, 2026. The contract is attached beginning on the following page.

The proposed agreement provides for an initial one-year term and will automatically renew for successive one-year terms unless terminated or otherwise modified in accordance with the terms of the agreement.

Following review, discussion, and approval by the Okeechobee Utility Authority Board of Directors and acceptance by Greg Kennedy, the Board will establish the effective commencement date of the agreement. Upon approval, the acceptance date and required signatures will be completed on Page 8 of 8 of the agreement.

Recommended Action

Approve the Executive Director Employment Contract and authorize the Chair to execute the agreement with an effective commencement date of July 31, 2026.

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into on _____, _____ 2026 (the "Commencement Date") by and between the OKEECHOBEE UTILITY AUTHORITY, a Florida utility authority, First Party, hereinafter called "Authority," and Arthur Gregory Kennedy a/k/a Greg Kennedy, Second Party, hereinafter called "Executive Director."

WITNESSETH:

WHEREAS, the Authority desires to employ Arthur Gregory Kennedy a/k/a Greg Kennedy as Executive Director of the Okeechobee Utility Authority; and

WHEREAS, the Authority and the Executive Director desire to set forth in writing the terms and conditions of that employment;

NOW, THEREFORE, in consideration of the mutual covenants, premises, and promises set forth herein, the sufficiency of which is hereby acknowledged, the Authority and the Executive Director, desiring to be mutually legally bound, agree as follows:

1. RESPONSIBILITIES OF AUTHORITY

A. Recognize the full managerial and administrative authority of the Executive Director and adopt policies, rules, and regulations for the Executive Director's guidance.

B. To the extent allowable by law and without waiver of any sovereign immunity:

(1) Defend, hold harmless, and indemnify the Executive Director from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director in his or her official capacity as agent and employee of the Authority, provided the incident arose while the Executive Director was acting within the scope of employment and excluding criminal litigation. In no case will individual Authority Board members be considered personally liable for indemnifying the Executive Director against such demands, claims, suits, actions, and legal proceedings.

(2) Indemnify the Executive Director for the reasonable cost of legal defense if a conflict exists between the legal position of the Executive Director and the legal position of the Authority regarding the defense to any claim and the Executive Director engages separate counsel for their defense. Such indemnification shall be paid upon presentation of litigation costs to the Authority and a determination by the Authority or the Court that the amount of such costs is reasonable. The

provisions of this paragraph do not apply to a dispute regarding termination of this Contract, nor shall the Authority be required to pay any costs incurred by the Executive Director for any legal liability arising from conduct outside the scope of employment.

C. Provide to the Executive Director a private office and clerical support, supplies, and other facilities reasonably adequate for the performance of the Executive Director's duties.

2. DUTIES OF EXECUTIVE DIRECTOR

A. Advise and counsel the Authority and recommend action pertaining to the adoption, repeal, and amendment of policies, resolutions, or regulations governing the operation of the Authority, and speak on any question or issue before the Authority at any of its meetings.

B. Execute and enforce Authority policies, rules, resolutions, and regulations.

C. Prepare and timely submit a detailed annual budget for the operation of all phases of the Authority, in accordance with statutory and Authority rules, resolutions, regulations, and policies, for consideration, adoption, and approval by the Authority.

D. Serve as the official Secretary of the Authority and be responsible for maintaining all minutes of the meetings of the Authority and all other records of the Authority.

E. Remain in the exclusive employ of the Authority during the term of this Contract and any renewals thereof, and not accept other employment or perform any actions that will create a conflict of interest with the performance of duties for the Authority. A "conflict of interest" shall be as defined in Chapter 112, Florida Statutes; as a violation of Authority rules, policies, regulations, or resolutions; or as any employment, consultant work, or other professional activity that is or will be inconsistent with the duties of Executive Director; or that interferes with the timely and professional supervision of the Authority; or that is contrary to the best interests of the Authority.

F. Perform all duties and responsibilities as detailed in the Interlocal Agreement creating the Authority, as the same may from time to time be amended, which duties and responsibilities are incorporated herein by reference. To the extent of any conflict between the duties enumerated in this Contract and those set forth in the Interlocal Agreement, the Interlocal Agreement shall control.

3. TERMS

A. The term of this Contract shall commence on the “Commencement Date” and shall continue to be automatically renewed for successive one (1) year terms unless and until:

(i) Either party gives written notice to the other party of intent not to renew, which written notice shall be given at least sixty (60) days prior to the end of the then-current term. A written notice of non-renewal by the Executive Director under this Section 3.A(i) shall constitute a voluntary termination of this Contract for all purposes under Section 4.C, effective as of the last day of the then-current term, and no severance benefits shall be owed to the Executive Director under Section 4.C regardless of whether employment ends before or upon the expiration of that term.; or

(ii) The Contract is terminated by either party as provided herein.

B. The Executive Director is a full-time professional, managerial employee and is properly classified as exempt for purposes of the Fair Labor Standards Act.

4. SUSPENSION, TERMINATION, AND SEVERANCE PAY

A. The Authority retains the right to terminate this Contract at any time during the ninety (90) day probationary period, with or without prior notice and with or without providing the Executive Director the opportunity to cure, and the notice-and-cure requirements of Section 4.B shall not apply to any termination occurring during the probationary period; provided, however, that any severance obligations under Section 4.C shall apply to a termination without cause during the probationary period.

B. Prior to any termination for cause, the Authority shall provide the Executive Director with written notice of the specific performance deficiencies at issue and a period of thirty (30) days from the date of such written notice to correct those deficiencies (the “Cure Period”). Notwithstanding the foregoing, the Authority shall have no obligation to provide notice or a reasonable opportunity to correct deficiencies where the basis for termination involves any of the following: (i) conviction of a felony; (ii) refusal to perform assigned duties; (iii) inability to perform assigned duties; (iv) willful and wanton disregard of Authority policy or procedure; (v) dishonesty, theft, or falsification of records; or (vi) reporting to work under the influence of intoxicants or controlled substances.

C. This Contract may be terminated at any time by the mutual written consent of the Authority and the Executive Director. The Executive Director may voluntarily terminate this Contract upon sixty (60) days' prior written notice to the Authority. If this Contract is terminated prior to its expiration date by either or both parties, neither party shall be liable to the other for

such termination except as provided herein. Upon termination of the Executive Director by the Authority without cause, the Authority shall pay the Executive Director a lump-sum cash payment equal to three (3) months' current base salary, together with a continuation of the Executive Director's health insurance premiums for an additional three (3) month period following the termination date. The Authority shall have no obligation to pay severance benefits if the basis for termination involves any of the following: (i) conviction of a felony; (ii) refusal to perform duties; (iii) inability to perform duties; (iv) willful and wanton disregard for Authority policy and/or procedure; (v) dishonesty, theft, or falsifying records; or (vi) reporting to work under the influence of intoxicants or controlled substances.

D. During any period of suspension, the Executive Director's obligations under this Agreement shall continue in full force. The Authority may designate any suspension as paid or unpaid at the time it imposes the suspension. No suspension shall exceed thirty (30) days unless extended by a duly noticed vote of the Authority Board, and in no event shall the cumulative period of suspension exceed sixty (60) days. Where the Authority serves written notice of performance deficiencies upon the Executive Director at or before the time of suspension, the suspension period shall constitute the Cure Period required under Section 4.B, and no additional cure period shall be required prior to any subsequent termination for cause. Where the conduct giving rise to suspension independently falls within one of the carve-out grounds enumerated in Section 4.B, the Authority's obligation to serve written notice of performance deficiencies under this Section 4.D is not a prerequisite to termination for cause or to the elimination of severance obligations under Section 4.C, but service of such notice at or before the time of suspension shall nonetheless satisfy the notice requirement of this Section 4.D and constitute the Executive Director's cure period for purposes of any subsequent termination on grounds not independently falling within the Section 4.B carve-outs. If the Authority does not terminate the Executive Director within the applicable suspension period, the Executive Director shall be reinstated to active service and, if the suspension was unpaid, shall receive back pay for the suspension period. The Authority's election to suspend the Executive Director prior to termination shall not, standing alone, constitute a waiver of the Authority's right to subsequently terminate for cause without payment of severance benefits under Section 4.C.

5. SALARY

A. The Authority shall pay the Executive Director an annual base salary of One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00), payable in the same frequency as other Authority employees.

B. The annual base salary shall not be reduced below the then-current amount during the term of this Contract unless the salaries of all Authority employees are adjusted in equal proportion. A salary adjustment shall not be construed as entering into a new Contract or extending the termination date of this Contract, except as expressly provided herein.

C. The Executive Director shall be considered, in the sole discretion of the Authority Board, for periodic annual merit, longevity, and cost-of-living salary increases, and for other benefit enhancements, as provided in the Section of this Contract titled "ANNUAL PERFORMANCE EVALUATION."

6. HOURS OF WORK

The Executive Director may, from time to time and based upon the circumstances, frequently work more than forty (40) hours per week and will often devote a great deal of time outside normal office hours to Authority business. The Executive Director will be allowed to set his or her own office hours, provided that the work schedule maintained shall have no adverse effect upon Authority operations. The Executive Director shall be subject to being called out after normal office hours or on weekends for emergency situations.

7. PROBATIONARY PERFORMANCE REVIEWS

A. During the initial ninety (90) days of employment under this Contract, the Executive Director shall be subject to probationary performance reviews at thirty (30), sixty (60), and ninety (90) days from the Commencement Date.

B. Each probationary review shall be conducted by the Authority Board and shall assess the Executive Director's performance against the duties and responsibilities set forth in this Contract and in the Interlocal Agreement. Prior to each review, each Board Member shall complete a written evaluation and deliver it to the Authority Attorney. The Authority Attorney shall prepare a summary of the evaluations and distribute a copy to each Board Member and to the Executive Director.

C. If a probationary review indicates unsatisfactory performance, the Authority Board shall notify the Executive Director in writing specifying the deficiencies and the corrective actions expected. The Authority retains the right to terminate this Contract at any time during the ninety (90) day probationary period, with or without prior notice and with or without providing the Executive Director the opportunity to cure subject, to any severance obligations set forth in the Section of this Contract titled "SUSPENSION, TERMINATION, AND SEVERANCE PAY."

D. Successful completion of the ninety (90) day probationary period shall not alter the at-will nature of the employment relationship or limit the Authority's right to terminate this Contract as otherwise provided herein.

SECTION 8. ANNUAL PERFORMANCE EVALUATION

A. The Executive Director is subject to an evaluation of their performance at least annually, said evaluation to be completed at least one (1) month prior to the anniversary date of this contract. The completed Performance Evaluation shall be completed by each Authority Board Member and delivered to the Authority Attorney, who shall prepare a summary of the Performance Evaluations and deliver a copy of the summary to each Authority Board Member and the Executive Director. A copy of the evaluations prepared by each Authority Board Member shall be furnished to the Executive Director by the Attorney upon the request of the Executive Director.

B. A summary of satisfactory Performance Evaluation shall automatically extend the term of this Contract for an additional one-year period, and the Authority shall determine the amount, if any, of the salary adjustment for the Executive Director to the same extent and in the same manner as salaries for other employees are adjusted, including cost-of-living salary adjustments.

C. If the Authority waives the annual Performance Evaluation of the Executive Director or fails to complete the Performance Evaluation in a timely manner as set forth in this Section 8, the performance of the Executive Director shall be deemed to be satisfactory, the term of this Contract shall automatically extend for an additional one-year period, and the Authority shall determine the amount, if any, of the salary adjustment for the Executive Director to the same extent and in the same manner as salaries for other employees are adjusted, including cost-of-living salary adjustments.

9. INSURANCE COVERAGE

A. The Authority shall provide the Executive Director with health insurance and all other medical coverages in the same manner and on the same terms as provided to other full-time Authority employees under the Authority's then-current employee benefit program, as set forth in the Authority Personnel Policies and Procedures Manual ("Employee Handbook"), as may be amended from time to time.

B. The Authority shall provide the Executive Director with insurance protection including comprehensive general liability, errors and omissions coverage, any surety bonds required, and public official liability applicable to all acts of the Executive Director arising out of employment, in such amounts as shall be determined by the Authority Board of Directors.

10. PROFESSIONAL DEVELOPMENT, TRAVEL, AND SUBSISTENCE

Subject to applicable law and Authority budget appropriations, the Authority shall budget and pay for reasonable professional dues, subscriptions, travel, subsistence, and registration fees of the Executive Director for professional and official travel, meetings, and occasions adequate to continue the professional development of the Executive Director and to pursue official functions of the Authority, consistent with the policies and procedures set forth in the Employee Handbook.

The Authority shall furnish to the Executive Director, during the term of this Contract, the use of an automobile for Authority business. The Executive Director may use the automobile for traveling between home and work. The Authority shall be responsible for the purchase of automobile insurance, fuel, maintenance, repairs and periodic replacement of the automobile.

11. RETIREMENT

The Executive Director may continue to participate in the Authority's existing employee pension plan or, in accordance with section 2 of the plan, may opt out of the plan. If the Executive Director elects to opt out, the Authority shall budget and pay to the Executive Director's Individual Retirement Account (IRA) or any other retirement plan arrangement selected by the Executive Director at the same percentage of salary and as frequently as the Authority funds all other Authority employees' pension plans.

12. PAID TIME OFF AND LEAVE

A. The Executive Director shall accrue and use Paid Time Off (PTO) and all other leave in accordance with the Authority's PTO policy as set forth in the Employee Handbook.

B. Payment for unused accrued PTO upon separation from employment shall be made in accordance with the Employee Handbook as may from time to time be amended.

13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Except as expressly modified by this Contract, the Executive Director shall be governed by all of the terms, conditions, and provisions of the Authority Personnel Policies and Procedures Manual and all Authority Resolutions as now existing or as may hereafter be amended.

14. GENERAL PROVISIONS

A. The Executive Director, as a condition of employment under this Contract, shall maintain his or her residence within the service area of the Authority.

B. No assignment of this Contract in whole or in part shall be made by the Executive Director.

C. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the parties.

D. This Contract shall be binding upon and inure to the benefit of the heirs, administrators, and personal representatives of the Executive Director.

E. If any provision or portion thereof contained in this Contract is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Contract shall remain in full force and effect.

F. This Contract shall be governed and construed pursuant to the laws of the State of Florida, and venue for any action brought pursuant to this Contract shall lie in Okeechobee County, Florida.

G. This Contract shall not be hereafter altered or amended except by further written agreement signed by both parties.

IN WITNESS WHEREOF, the Executive Director has hereunto placed his or her hand and seal and the Authority has caused these presents to be executed by its duly authorized officer this _____ day of _____, 2026.

EXECUTIVE DIRECTOR

OKEECHOBEE UTILITY AUTHORITY

By: _____
John Gilliland, Chairperson

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stephen L. Conteaguero, Esq.
OUA Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 39

JULY 21, 2026

ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 40

JULY 21, 2026

EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1
 - Force Main SE2 Interconnect
On Hold
- Project 2 Collection System
 - Notice to Proceed issued on March 29, 2023
 - Substantial: May 23, 2025 (731 calendar days from NTP + 45 days per
Change Order No. 4)
 - Substantial Completion: Feb 13, 2026
 - Final: July 6, 2025 (775 calendar days from NTP + 45 days per
Change Order No. 4)
- Project 3 Okee-Tantie
 - Under Design (Pending FDEP & USACOE Permitting)
 - Engineer to present update today

SR 78W Phase III WM Improvements

- Under design

SW 5th Ave Wastewater System Improvements

- Phase I Underway
- Presentation today on Phase II

Treasure Island Septic to Sewer Project

- Under design

Taylor Creek Isles VPS #2 Generator Replacement Project

- Notice to Proceed issued
- Project behind schedule, staff/engineer working on details

General Information

- VPS #4 & #5 Septic to Sewer Bids this month
- Pine Ridge Park Expansion almost completed
- NW15 Lift Station Rehabilitation Project underway
- 2027 RIF Grant SR 70W WM Improvement Project application submitted

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 41

JULY 21, 2026

ITEMS FROM THE BOARD