OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
November 17, 2026
8:00 A.M.

1. Call the Meeting to Order
    - Pledge of Allegiance
    - Determination of Voting Members

2. Agenda Additions or Deletions

3. Consent Agenda
    4. Invoices from CHA Consulting Inc. – SWTP Ozone System Upgrade
    5. Invoice from CHA Consulting, Inc. – Pine Ridge Park Expansion/Customer Services
    6. Invoice from CHA Consulting, Inc. – Vacuum Station #2 Generator Replacement
    7. Invoice from Andersen Andre Consulting Engineers, Inc. – SW 5th Ave Vacuum Sewer Project, Phase I
    8. Invoice from Craig A. Smith and Associates, LLC – NE 16th Avenue Water Main Improvements
    9. Invoice from Eau Gallie Electric, Inc. – Vacuum Pump Station No. 2 Generator Replacement
    10. Invoice from Kimley-Horn and Associates Inc. – Treasure Island Septic to Sewer
    11. Invoice from Meeks Plumbing, Inc. – VPS #5 Group G Septic to Sewer Connections
    12. Invoice from Marmer Construction, Inc. – SW 5th Ave Vacuum Sewer Project Phase 1
    13. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Vacuum Sewer Project
    14. Invoice from Sumner Engineering & Consulting, Inc. – NW15 Pump Station Rehabilitation
    15. Invoices from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III
    16. Invoice from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
    17. Invoice from Thorn Run Partners
    18. Invoice from MacVicar Consulting, Inc.

19. Meeting Minutes from October 20, 2026

20. Public Comments

21. Customer – Mini City Mobile Home Park

22. Customer – D. R. Horton

23. Customer – Futvoye-Sterling

24. Finance Report

    24A. September Finance Report

    24B. October Finance Report

25. Ratification of Consent Agenda Items Approved by Email

26. Ratification of Time Sensitive Agenda Items Approved by Email

27. Ratification of Construction Materials Testing Services Proposal SW 5th Avenue Vacuum Sewer Project, Phase 1, Vacuum Station 6 and Branch B

28. Project 2 Septic to Sewer Connections

29. Surplus Items – October 2026

30. Inflow & Infiltration Assessment

31. OUA Proposed Employee Bonus Payment

32. Operations Director Report

33. Attorney

34. Executive Director

35. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

NOVEMBER 17, 2026

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

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

FUTURE MEETING OF OUA BOARD
November 26, 2026 – Thanksgiving Day

FUTURE HOLIDAYS FOR OUA STAFF
December 24, 2026 – Christmas Eve
December 25, 2026 – Christmas Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

NOVEMBER 17, 2026

AGENDA ADDITION OR DELETIONS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

NOVEMBER 17, 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:

    4. Invoices from CHA Consulting Inc. – SWTP Ozone System Upgrade
    5. Invoice from CHA Consulting, Inc. – Pine Ridge Park Expansion/Customer Services
    6. Invoice from CHA Consulting, Inc. – Vacuum Station #2 Generator Replacement
    7. Invoice from Andersen Andre Consulting Engineers, Inc. – SW 5th Ave Vacuum Sewer Project, Phase I
    8. Invoice from Craig A. Smith and Associates, LLC – NE 16th Avenue Water Main Improvements
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    13. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Vacuum Sewer Project
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    15. Invoices from Holtz Consulting Engineers, Inc. – State Road 78 Water Main Phase III
    16. Invoice from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
    17. Invoice from Thorn Run Partners
    18. Invoice from MacVicar Consulting, Inc.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

NOVEMBER 17, 2026

CONSENT AGENDA

INVOICES FROM CHA CONSULTING, INC. – SWTP OZONE SYSTEM UPGRADE

Please find attached invoices in the amounts of $12,532.00 and $4,820.00 submitted by CHA Consulting, Inc. Staff is aware of the work currently being done CHA Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					$96,400.00
Apr-26	1	Apr-26		$3,374.00	$93,026.00
May-26	2	May-26		$8,194.00	$84,832.00
May-26	3	May-26		$12,532.00	$72,300.00
Jun-26	4	Jun-26		$14,460.00	$57,840.00
Jul-26	5	Jul-26		$5,784.00	$52,056.00
Aug-26	6	Aug-26		$8,676.00	$43,380.00
Sep-26	7	Sep-26		$11,568.00	$31,812.00
Nov-26	8		$12,532.00		$19,280.00
Nov-26	8		$4,820.00		$14,460.00

Staff recommends approval of these invoices in the amounts of $12,532.00 and $4,820.00 to CHA Consulting, Inc

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

November 03, 2026
Project No: 105011.000
Invoice No: 105011-08

PO#: 12753

Project 105011.000 OUA Surface WTP Exist Ozone Syst Upgd

Professional Services from August 29, 2026 to October 02, 2026

Current Amount	96,400.00			
Percent Complete	80.00	Total Earned	77,120.00	
		Previous Fee Billing	64,588.00	
		Current Fee Billing	12,532.00	
		Current Amount		**12,532.00**
			Total this Invoice	**$12,532.00**

Billings to Date

	Current	Prior	Total
Fee	12,532.00	64,588.00	77,120.00
Totals	**12,532.00**	**64,588.00**	**77,120.00**

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

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

November 09, 2026
Project No: 105011.000
Invoice No: 105011-09

PO#: 12753

Project 105011.000 OUA Surface WTP Exist Ozone Syst Upgd

Professional Services from October 03, 2026 to October 30, 2026

Current Amount	96,400.00			
Percent Complete	85.00	Total Earned	81,940.00	
		Previous Fee Billing	77,120.00	
		Current Fee Billing	4,820.00	
		Current Amount		**4,820.00**
			Total this Invoice	**$4,820.00**

Outstanding Invoices

Number	Date	Balance
105011-08	11/3/2026	12,532.00
Total		**12,532.00**

Total Now Due **$17,352.00**

Billings to Date

	Current	Prior	Total
Fee	4,820.00	77,120.00	81,940.00
Totals	**4,820.00**	**77,120.00**	**81,940.00**

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

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CHASOLUTIONS.COM

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

NOVEMBER 17, 2026, 2026

CONSENT AGENDA

INVOICE FROM CHA CONSULTING, INC. – PINE RIDGE PARK EXPANSION PROJECT/CUSTOMER SERVICES

Please find attached invoice in the amount of $6,400.00 and is in agreement with this request.

Staff recommends approval of this invoice in the amount of $6,400.00 to CHA Consulting, Inc.

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

November 10, 2026
Project No: 115254.000
Invoice No: 115254-01

PO#: 13098

Project 115254.000 OUA Pine Ridge Prk Exp/Customer Services

Professional Services from October 01, 2026 to October 30, 2026

Phase 0000001 Customer Connection Design

Phase Name	Contract Amount	Percent Complete	Earned to Date	Previous Billing	Current Billing
Project Design	4,350.00	100.00	4,350.00	0.00	4,350.00
Surveying - BSM	2,050.00	100.00	2,050.00	0.00	2,050.00
Total Fee	6,400.00		6,400.00	0.00	6,400.00
	Current Amount				**6,400.00**
			Total this Invoice		**$6,400.00**

Billings to Date

	Current	Prior	Total
Fee	6,400.00	0.00	6,400.00
Totals	**6,400.00**	**0.00**	**6,400.00**

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

BSM & Associates
80 SE 31st Lane
Okeechobee, FL 34974
+18634848324
office@bsmsurvey.com
www.bsmsurvey.com

Invoice

BILL TO
CHA
PO Box 5269
Albany, New York 12205
United States

PO 115254.000-01
Seq 1

INVOICE #	DATE	TOTAL DUE			ENCLOSED
8526	10/20/2026	$2,050.00			

PROJECT
25-388 PINE RIDGE ADD

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Commercial Surveying	Update Route Survey for SE 6th and SE 8th Pine Ridge Park, Okeechobee Utility Authority	1	2,050.00	2,050.00

BALANCE DUE **$2,050.00**

View and pay

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

OCTOBER 20, 2026

CONSENT AGENDA

INVOICE FROM CHA CONSULTING, INC. – VAC STATION #2 GENERATOR REPLACEMENT

Please find attached invoice in the amount of $1,801.50 submitted by CHA Consulting, Inc. Staff is aware of the work currently being done CHA Consulting, Inc. and is in agreement with this request.

Staff recommends approval of this invoice in the amount of $1,801.50 to CHA Consulting, Inc.

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

November 10, 2026
Project No: 083820.000
Invoice No: 83820-25

PO#: 11562

Project 083820.000 Vac. PS #2 (Taylor Creek) Generator Replacement

Professional Services from October 01, 2026 to October 30, 2026

Phase 0001000 Design

Current Amount	45,300.00			
Percent Complete	100.00	Total Earned	45,300.00	
		Previous Fee Billing	45,300.00	
		Current Fee Billing	0.00	
		Current Amount		**0.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	45,300.00	45,300.00
Limit			45,300.00

Phase 0002000 Services During Construction

Professional Personnel

	Hours	**Rate**	**Amount**	
Engineer 2				
Kaminski, Hunter	2.50	92.00	230.00	
Mock, Ashlyn	9.50	92.00	874.00	
Engineer 5				
Bortz, Stephanie	4.50	155.00	697.50	
Totals	16.50		1,801.50	
Total Labor				**1,801.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,801.50	14,848.20	16,649.70
Limit			24,800.00
Remaining			8,150.30

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

Project	083820.000	Vac. PS #2 (Taylor Creek) Generator Repl	Invoice	83820-25
		Total this Invoice		**$1,801.50**

Billings to Date

	Current	Prior	Total
Fee	0.00	45,300.00	45,300.00
Labor	1,801.50	14,795.00	16,596.50
Expense	0.00	53.20	53.20
Totals	**1,801.50**	**60,148.20**	**61,949.70**

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

NOVEMBER 17, 2026

CONSENT AGENDA

INVOICE FROM ANDERSON ANDRE CONSULTING ENGINEERS, INC. – SWSA PROJECT 2 VACUUM COLLECTION SYSTEM

Please find attached the invoice in the amount of $8,387.50 submitted by Anderson Andre consulting Engineers, Inc. Staff is aware of the work currently being done by Anderson Andre Consulting Engineers, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					$70,200.00
Nov-26	1		$8,387.50		$61,812.50

Staff recommends approval of this invoice in the amount of $8,387.50 to Anderson Andre Consulting Engineers, Inc.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A26-5250
Invoice Date: November 9, 2026
AACE Project No: 26-201

Bill To: Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, Florida 34974

Atten: Mr. Greg Kennedy

CONSTRUCTION MATERIALS TESTING SERVICES
OUA SW 5TH AVENUE VACUUM SEWER PROJECT PHASE 1
OKEECHOBEE COUNTY, FLORIDA
Invoice #1 - Services Provided from September 10, 2026 through November 6, 2026
P.O. No. 13105

Engineering Technician;

- 09/10/26 - 1 hour @ $75.00/hr. $75.00
- 09/18/26 - 4 hours @ $75.00/hr.. . . . . $300.00
- 10/01/26 - 1 hour @ $75.00/hr. $75.00
- 10/02/26 - 5 hours @ $75.00/hr.. . . . . $375.00
- 10/05/26 - 8 hours @ $75.00/hr.. . . . . $600.00
- 10/06/26 - 1 hour @ $75.00/hr. $75.00
- 10/07/26 - 1 hour @ $75.00/hr. $75.00
- 10/08/26 - 4 hours @ $75.00/hr.. . . . . $300.00
- 10/09/26 - 2 hours @ $75.00/hr.. . . . . $150.00
- 10/12/26 - 2 hours @ $75.00/hr.. . . . . $150.00
- 10/13/26 - 1.5 hours @ $75.00/hr. $112.50
- 10/16/26 - 3 hours @ $75.00/hr 1.5 (early pour). $337.50
- 10/19/26 - 6 hours @ $75.00/hr.. . . . . $450.00
- 10/20/26 - 4.5 hours @ $75.00/hr. $337.50
- 10/21/26 - 8 hours @ $75.00/hr.. . . . . $600.00
- 10/23/26 - 4 hours @ $75.00/hr.. . . . . $300.00
- 10/27/26 - 4 hours @ $75.00/hr.. . . . . $300.00
- 10/29/26 - 5 hours @ $75.00/hr.. . . . . $375.00

Subtotal:. $4,987.50

Laboratory Testing;

- Proctor Tests; 3 tests @ $110.00/test. $330.00

Subtotal:. $330.00

Compressive Strength Testing of Concrete;

- 10/16/26 - 2 sets of cylinders @ $115.00/set $230.00

Subtotal:. $230.00

Trip Charges;

- 18 trip charges @ $75.00/trip $1,350.00

Subtotal:. $1,350.00

- - Continued on next page - -

Professional/Administrative Man-Hours:

- Sr. Project Engineer; 7 hours @ $150.00/hour $1,050.00
- Technical Secretary; 8 hours @ $55.00/hour $440.00

Subtotal: $1,490.00

TOTAL INVOICE AMOUNT $8,387.50

Original P.O. Amount:	$70,200.00
Previously Invoiced:	<-$0.00>
Amount This Invoice:	<-$8,387.50>
Budget Remaining:	$61,812.50

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

NOVEMBER 17, 2026

CONSENT AGENDA

INVOICE FROM CRAIG A. SMITH AND ASSOCIATES, LLC – NE 16TH AVENUE WATER MAIN IMPROVEMENTS

Please find attached invoice in the amount of $6,721.52 submitted by Craig A. Smith and Associates, LLC. Staff is aware of the work currently being done Craig A. Smith and Associates, LLC. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					$379,899.00
Jul-26	1	Jul-26		$486.24	$379,412.76
Jul-26	2	Jul-26		$13,040.24	$366,372.52
Sep-26	3	Sep-26		$16,895.42	$349,477.10
Oct-26	4	Oct-26		$7,329.32	$342,147.78
Nov-26	5		$6,721.52		$335,426.26

Staff recommends approval of these invoices in the amounts of $6,721.52 to Craig A. Smith and Associates, LLC.

CRAIG A. SMITH & ASSOCIATES
CIVIL ENGINEERS | SURVEYORS | UTILITY LOCATORS

Invoice

CRAIG A SMITH AND ASSOCIATES, LLC
4152 W Blue Heron Blvd, Suite 116
Riviera Beach, FL 33404
(954) 782 8222

Date 9/30/2026

Invoice number 4264

Okeechobee Utility Authority

Payment terms NET 30

100 SW 5th Avenue
Okeechobee, FL 34974
Okeechobee, FL 34974
USA

Invoice through 9/30/2026

Project : 08-26-032 OKEECHOBEE-NE 16 AVE WMI

TASKS		Fee Amount	Current Billing	Percent Completed	Amount
CASA-004523	PROJECT INITIATION & INFRASTRUCTURE EVALUATION	$4,052.00	$0.00	100.00%	$4,052.00
CASA-004524	TOPOGRAPHIC SURVEY & BASE MAPPING	$35,440.00	$0.00	5.00%	$1,772.00
CASA-004525	SUBSURFACE UTILITY ENGINEERING (SUE)	$6,720.00	$0.00	0.00%	$0.00
CASA-004526	UTILITY TEST HOLES (SOFT DIGS)	$6,000.00	$0.00	0.00%	$0.00
CASA-004527	ENGINEERING DESIGN (WATER MAIN IMPROVEMENTS)	$168,038.00	$6,721.52	23.00%	$38,648.74
CASA-004528	PERMITTING SERVICES	$14,161.00	$0.00	0.00%	$0.00
CASA-004529	BIDDING & PROCUREMENT ASSISTANCE	$5,908.00	$0.00	0.00%	$0.00
CASA-004530	CONSTRUCTION ENGINEERING INSPECTION (CEI)	$90,000.00	$0.00	0.00%	$0.00
CASA-004531	SHOP DRAWING REVIEW	$8,263.00	$0.00	0.00%	$0.00
CASA-004532	ENGINEERING SERVICES DURING CONSTRUCTION	$24,790.00	$0.00	0.00%	$0.00
CASA-004533	FINAL CERTIFICATION & PROJECT CLOSEOUT	$16,526.00	$0.00	0.00%	$0.00
FEE SUMMARY - LUMP SUM TOTAL		**$379,899.00**			

Total Fee Earned to Date	$44,472.74
Less Previous Billings	$37,751.22
Current LS Amount Due	**$6,721.52**

All checks payable at 4152 W Blue Heron Blvd, 116 Riviera Beach, FL 33404

WE APPRECIATE YOUR BUSINESS
4152 W Blue Heron Blvd, Suite 116
Riviera Beach, FL 33404
Website: www.craigasmith.com

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

NOVEMBER 17, 2026

CONSENT AGENDA

INVOICE FROM EAU GALLIE ELECTRIC, INC. – VACUUM PUMP STATION NO. 2 GENERATOR REPLACEMENT

Please find attached invoice in the amount of $44,341.25 submitted by Eau Gallie Electric, Inc. Staff is aware of the work currently being done Eau Gallie Electric, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					$469,300.00
Oct-26	1	Oct-26		$152,997.50	$316,302.50
Nov-26	2		$44,341.25		$271,961.25

Staff recommends approval of these invoices in the amounts of $44,341.25 to Eau Gallie Electric, Inc.

October 30th, 2026 (Sent via email to gkennedy@ouafl.com)
083820.000

Mr. Greg Kennedy
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974-4221

Dear Mr. Kennedy:

Reference: Application and Certificate for Payment No. 2
Vacuum Pump Station No. 2 (Taylor Creek) Generator Replacement

Enclosed is Payment Application and Certificate No. 2 for the above-mentioned project from Eau Gallie Electric, Inc. **We recommend funding the requested hard cost amount of $44,341.25 as payment for work completed from October 1st, 2026, through October 31st, 2026.** The work for which payment is being requested includes:

1. Partial Payment of 75% of Line Item 2 – Temporary Power – Material Eq
2. Partial Payment of 75% of Line Item 3 – Temporary Power – Labor
3. Partial Payment of 75% of Line Item 4 – Rental Equipment
4. Partial Payment of 90% of Line Item 5 – Mobilization
5. Partial Payment of 75% of Line Item 6 – Waste Management & Disposal
6. Partial Payment of 95% of Line Item 9 – Concrete
7. Partial Payment of ~90% of Line Item 11 – Conductors & Cable – Material
8. Partial Payment of 80% of Line Item 12 – Conductors & Cable – Labor
9. Partial Payment of ~90% of Line Item 13 – Raceways Fittings Boxes - Mat
10. Partial Payment of ~90% of Line Item 14 – Raceways Fittings Boxes – Lab
11. Partial Payment of ~90% of Line Item 17 – Low Voltage Distribution – Ma
12. Partial Payment of 75% of Line Item 18 – Low Voltage Distribution – La

Please review the enclosed documents and if they meet your approval, please forward the Payment Application and Certificate documents to your Board for approval. Following Board approval, provide notice and/or copy of the enclosed Payment Application and Certificate to Eau Gallie Electric with their payment. If you have any questions or require additional information pertaining to the payment recommendation or the project status in general, please do not hesitate to contact me.

Sincerely,



Stephanie Bortz, P.E.

Encl.
Y:\Documents\Okeechobee\235-009.03 Vacuum PS #2 Generator Replacement - SDC\Pay Requests\Pay App #1\3 - To OUA\Pay App #2.docx

PAYMENT APPLICATION AND CERTIFICATE
SIGNATURE PAGE

APPLICATION NUMBER 2

DATE	**October 30th, 2026**	**PROJECT NUMBER**	**083820.000**
PERIOD FROM	**October 1st, 2026**	**TO**	**October 31st, 2026**
PROJECT NAME	**Vacuum Station No. 2 (Taylor Creek) Generator Replacement**		
CONTRACTOR	**Eau Gallie Electric, Inc.**		

The Contractor is due the payment in the amount shown on the succeeding pages as payment for work completed in accordance with the provisions of the contract.

CHA Consulting, Inc. _____ Date 10/30/2026

Owner _____ Date _____

_____ Date _____

ACKNOWLEDGMENT OF PAYMENT

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

Contractor Eau Gallie Electric, Inc.

Address 162 South Wickham Road, Melbourne FL, 32904

By Julia Cerrato

Title: Project Coordinator Construction

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

_____ Date _____
Signature

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: 250062
Okeechobee VPS 2 Taylor Creek

FROM: Eau Gallie Electric, Inc
162 S. Wickham Road
Melbourne, FL32904

APPLICATION NO.: 2
PERIOD TO: Oct 31/26
PROJECT NOS.:

CONTRACT DATE: Jul 23/25

CONTRACT FOR: Okeechobee

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	**ORIGINAL CONTRACT SUM**	$469,300.00
2.	**NET CHANGE BY CHANGE ORDERS**	$0.00
3.	**CONTRACT SUM TO DATE (Line 1 +- 2)**	$469,300.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G)	$207,725.00
5.	**RETAINAGE:**	
	a. 5.00 % of Completed Work (Columns D + E)	$10,386.25
	b. 5.00 % of Stored Material (Column F)	$0.00
	Total Retainage (Line 5a + 5b or Total in Column I)	$10,386.25
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)	**$197,338.75**
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT**	$152,997.50
8.	**CURRENT PAYMENT DUE**	**$44,341.25**
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$271,961.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	$0.00	

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

CONTRACTOR: Eau Gallie Electric, Inc

By: _____ Date: 10/28/26

State of: Florida
County of:
Subscribed and sworn to before me this 28th day of October, 2026

JULIA CERRATO
MY COMMISSION # HH704077
EXPIRES: August 16, 2029

Notary Public: _____
My commission expires: 8/16/2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... $ 44,341.25

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

ARCHITECT:

By: _____ Date: 10/30/2026

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

CONTINUATION SHEET

APPLICATION NO.: 2
APPLICATION DATE: Oct 26/26

PERIOD TO: Oct 31/26
PROJECT NO.: 250062

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	CONTRACT								
01000	General Conditions - Bond	6500.00	6500.00	0.00	0.00	6500.00	100	0.00	325.00
02000	Temporary Power - Material/Eq	30500.00	15250.00	7625.00	0.00	22875.00	75	7625.00	1143.75
03000	Temporary Power - Labor	10500.00	5250.00	2625.00	0.00	7875.00	75	2625.00	393.75
04000	Rental Equipment	2500.00	1250.00	625.00	0.00	1875.00	75	625.00	93.75
05000	Mobilization	41000.00	32800.00	4100.00	0.00	36900.00	90	4100.00	1845.00
06000	Waste Management & Disposal	4000.00	2000.00	1000.00	0.00	3000.00	75	1000.00	150.00
07000	As-Builts /O&Ms	2000.00	0.00	0.00	0.00	0.00	0	2000.00	0.00
08000	Demolition	31000.00	31000.00	0.00	0.00	31000.00	100	0.00	1550.00
09000	Concrete	53000.00	30000.00	20350.00	0.00	50350.00	95	2650.00	2517.50
10000	Painting	40500.00	0.00	0.00	0.00	0.00	0	40500.00	0.00
11000	Conductors & Cable - Material	18500.00	15000.00	1650.00	0.00	16650.00	90	1850.00	832.50
12000	Conductors & Cable - Labor	5000.00	2500.00	1500.00	0.00	4000.00	80	1000.00	200.00
13000	Raceways Fittings Boxes - Mat	13750.00	10000.00	2375.00	0.00	12375.00	90	1375.00	618.75
14000	Raceways Fittings Boxes - Lab	5250.00	4000.00	725.00	0.00	4725.00	90	525.00	236.25
15000	Generator - Material	137000.00	0.00	0.00	0.00	0.00	0	137000.00	0.00
16000	Generator - Labor	48000.00	0.00	0.00	0.00	0.00	0	48000.00	0.00
17000	Low Voltage Distribution - Ma	5000.00	3000.00	1500.00	0.00	4500.00	90	500.00	225.00
18000	Low Voltage Distribution - La	4000.00	2500.00	1100.00	0.00	3600.00	90	400.00	180.00
19000	Earthwork	2000.00	0.00	1500.00	0.00	1500.00	75	500.00	75.00
20000	Exterior Improvements	8000.00	0.00	0.00	0.00	0.00	0	8000.00	0.00
21000	Additional Warranty: Year 3 -	1300.00	0.00	0.00	0.00	0.00	0	1300.00	0.00
		469300.00	161050.00	46675.00	0.00	207725.00	44	261575.00	10386.25
	Total Contract	**469300.00**	**161050.00**	**46675.00**	**0.00**	**207725.00**	**44**	**261575.00**	**10386.25**

SURETY COMPANY
CONSENT TO PROGRESS PAYMENT
AIA G707 Document

Bond No. 30BCSJG8723

PROJECT: Vacuum Station No. 2 (Taylor Creek) Generator Replacement
OKEECHOBEE UTILITY AUTHORITY, BID NO. 2025-A-0-2025

TO (Owner):
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Generator Replacement

CONTRACT DATE:

CONTRACTOR:
Eau Gallie Electric, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)
Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155-0001

SURETY COMPANY,

On bond of: (here insert name and address of Contractor)
Eau Gallie Electric, Inc.
2012 Aurora Road, Melbourne, FL 32935

CONTRACTOR,

The Surety agrees and consents to Progress Payment No. 2 **in the amount of** $44,341.25
Forty Four Thousand Three Hundred Forty One Dollars and 25/100 **to the Contractor, and agrees that progress payment to the Contractor shall not relieve the Surety Company of any of its obligations to** (here insert name and address of Owner)

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

OBLIGEE,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 29th **day of** October, 2026

(SEAL)

Hartford Fire Insurance Company

Laura L. Brown , Attorney-in-Fact

Witness Rush Seale

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** ***or fax:*** **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Laura L. Brown of ***Hunt Valley, MD***

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 30BCSJG8723 on behalf of Eau Gallie Electric, Inc. naming Okeechobee Utility Authority as Obligee in the amount of See Bond Form
on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 31st day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 29, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

NOVEMBER 17, 2026

CONSENT AGENDA

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

Please find attached invoice in the amount of $73,307.60 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
Nov-25	29	Nov-25		$12,076.78	$1,316,170.09
Dec-25	30	Dec-25		$63,272.00	$1,252,898.09
Jan-26	31	Jan-26		$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	Jul-26		$52,056.60	$730,235.84
Sep-26	38	Sep-26		$13,066.75	$717,169.09
Oct-26	39	Oct-26		$80,629.64	$636,539.45
Nov-26	40		$73,307.60		$563,231.85

Staff recommends approval of this invoice in the amount of $73,307.60 to Kimley-Horn and Associates, Inc.

Kimley»Horn

Invoice for Professional Services

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

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

OKEECHOBEE UTILITY AUTHORITY
ATTN: MICHELLE WILLOUGHBY
OUA
100 SW 5TH AVE
OKEECHOBEE, FL 34974

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2026

Invoice Amount: **$73,307.60**

Invoice No: 37587362
Invoice Date: Oct 31, 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	100.00%	31,384.00	29,814.80	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	75.00%	18,192.75	16,979.90	1,212.85
iv. Structural Services	95,413.00	75.00%	71,559.75	66,789.10	4,770.65
V. Electrical, Instrumentation, Controls, and MEP Services	74,642.00	75.00%	55,981.50	52,249.40	3,732.10
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	90.00%	558,205.20	496,182.40	62,022.80
Task 11 - 90% Design	504,874.00	50.00%	252,437.00	252,437.00	0.00
Task 12 - Final Design	261,335.00	5.00%	13,066.75	13,066.75	0.00
Task 13 - Bidding Services	55,588.00	0.00%	0.00	0.00	0.00
Amendment #1					

Kimley»Horn

Invoice for Professional Services

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

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

OKEECHOBEE UTILITY AUTHORITY
ATTN: MICHELLE WILLOUGHBY
OUA
100 SW 5TH AVE
OKEECHOBEE, FL 34974

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2026

Invoice Amount: **$73,307.60**

Invoice No: 37587362
Invoice Date: Oct 31, 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**	**77.49%**	**2,531,153.15**	**2,457,845.55**	**73,307.60**
Total LUMP SUM					**73,307.60**

Total Invoice: $73,307.60

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

NOVEMBER 17, 2026

CONSENT AGENDA

INVOICE FROM MEEKS PLUMBING, INC. – VPS #5 GROUP G SEPTIC TO SEWER CONNECTIONS

Please find attached invoice in the amount of $62,915.00 submitted by Meeks Plumbing, Inc. Staff is aware of the work currently being done by Meeks Plumbing, Inc. and is in agreement with this request.

Staff recommends approval of this invoice in the amount of $62,915.00 to Meeks Plumbing, Inc.

MEEKS PLUMBING, INC.
CFC024535
5555 US HIGHWAY 1
SUITE 1
VERO BEACH, FL 32967
(772) 569-2285

Invoice

Invoice Number: 0241671-IN
Invoice Date: 10/19/2026

Site ID: 2026080356

"If It Leaks, Call Meeks"

Salesperson: HOUSE
Customer Number: 00-OKEUTI

BILL TO:	SERVICE ADDRESS
OKEECHOBEE UTILITY AUTHORITY 100 SW 5TH AVENUE OKEECHOBEE, FL 34974	OKEECHOBEE UTILITY AUTHORITY 100 SW 5TH AVENUE OKEECHOBEE, FL 34974

CUSTOMER P.O.	PHONE NUMBER	SERVICE DATE	TERMS
12976	(863) 763-9460	9/14/2026	DUE ON RECEIPT

Item Code			UNIT	QUANTITY	PRICE	AMOUNT
SERVICE TICKET #0580969						
SERVICE BILLING AUTHORIZED FOR SEPTIC TO SEWER PROJECT VPS #5 GROUP 'G' FOR THE FOLLOWING ADDRESSES:						
/VACR MOBILIZATION			HR	1.00	5,000.00	5,000.00
/VACR MOT			HR	1.00	2,000.00	2,000.00
/VACR 3443 SW 23RD STREET			HR	1.00	3,096.00	3,096.00
/VACR 3421 SW 23RD STREET			HR	1.00	3,164.00	3,164.00
/VACR 3397 SW 23RD STREET			HR	1.00	4,688.00	4,688.00
/VACR 3375 SW 23RD STREET			HR	1.00	2,794.00	2,794.00
/VACR 3353 SW 23RD STREET			HR	1.00	2,820.00	2,820.00
/VACR 3307 SW 23RD STREET			HR	1.00	4,421.00	4,421.00
/VACR 3283 SW 23RD STREET			HR	1.00	5,508.00	5,508.00
/VACR 3239 SW 23RD STREET			HR	1.00	3,255.00	3,255.00
/VACR 3442 SW 23RD STREET			HR	1.00	2,566.00	2,566.00

Continued

MEEKS PLUMBING, INC.
CFC024535
5555 US HIGHWAY 1
SUITE 1
VERO BEACH, FL 32967
(772) 569-2285

Invoice

Invoice Number: 0241671-IN
Invoice Date: 10/19/2026

Site ID: 2026080356

"If It Leaks, Call Meeks"

Salesperson: HOUSE
Customer Number: 00-OKEUTI

BILL TO:	SERVICE ADDRESS
OKEECHOBEE UTILITY AUTHORITY 100 SW 5TH AVENUE OKEECHOBEE, FL 34974	OKEECHOBEE UTILITY AUTHORITY 100 SW 5TH AVENUE OKEECHOBEE, FL 34974

CUSTOMER P.O.	PHONE NUMBER	SERVICE DATE	TERMS
12976	(863) 763-9460	9/14/2026	DUE ON RECEIPT

Item Code			UNIT	QUANTITY	PRICE	AMOUNT
/VACR 3420 SW 23RD STREET			HR	1.00	2,831.00	2,831.00
/VACR 3410 SW 23RD STREET			HR	1.00	5,097.00	5,097.00
/VACR 3374 SW 23RD STREET			HR	1.00	2,369.00	2,369.00
/VACR 3352 SW 23RD STREET			HR	1.00	2,475.00	2,475.00
/VACR 3328 SW 23RD STREET			HR	1.00	2,581.00	2,581.00
/VACR 3306 SW 23RD STREET			HR	1.00	2,808.00	2,808.00
/VACR 3282 SW 23RD STREET			HR	1.00	3,285.00	3,285.00
/VACR 2351 SW 32ND AVENUE			HR	1.00	2,157.00	2,157.00

THANK YOU FOR YOUR BUSINESS!

Net Invoice:	62,915.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	62,915.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

NOVEMBER 17, 2026

INVOICE FROM MARMER CONSTRUCTION, INC. – SW 5TH AVENUE VACUUM SEWER PROJECT PHASE I

Please find attached invoice in the amount of $155,577.31 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	Jul-26		$197,148.23	$4,531,173.28
Aug-26	2	Aug-26		$25,110.05	$4,506,063.23
Oct-26	3	Oct-26		$95,655.60	$4,410,407.63
Nov-26	4		$155,577.31		$4,254,830.32

Staff recommends approval of this invoice in the amount of $155,577.31 to Marmer Construction, Inc.

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

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

November 10, 2026

Okeechobee Utility Authority
Attn: Greg Kennedy, Executive Director
100 SW 5th Avenue
Okeechobee, FL 34974

RE: SW 5th Avenue Vacuum Sewer Project Phase 1
Marmer Construction, Inc. – Pay Application No. 4

Mr. Kennedy:

Please find attached Pay Application No. 4 for the above-referenced project, recommended for payment in the amount of $155,577.31, which covers work confirmed to have been completed for the period from October 1 - 31, 2026, less the required 5% retainage. Construction activities this period primarily focused on dewatering and excavation of the vacuum station basement and associated sitework, including pouring the floor slab of the basement. Work completed also included installation of 1,100 feet of vacuum main within the SW 23rd Street and SW 2nd Avenue rights-of-way, along with associated utility location and maintenance of traffic. For your records, we have also attached the contractor-provided lien releases.

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

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M. Sumner, PE
President

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

Application Period: 10/01/2026-10/31/2026		Application Date: 10/31/2026
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

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE		$4,728,321.51
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)		$498,411.79
5. RETAINAGE:		
a. 5% X	$489,204.64 Work Completed	$24,460.24
b. 5% X	$9,207.15 Stored Material	$460.36
c. Total Retainage (Line 5.a + Line 5.b)		$24,920.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		$473,491.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$317,913.88
8. AMOUNT DUE THIS APPLICATION		$155,577.31
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)		$4,254,830.32

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: 10/31/2026

Payment of: $ 155,577.31
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ November 10, 2026
Jeffrey M Sumner (Engineer) (Date)
President

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

is approved by: _____ November 17, 2026
John Gilliland (Owner) (Date)
Chairperson

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

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Application Number:	4
Application Period:	10/01/2026-10/31/2026	Application Date:	10/31/2026

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	$590,311.08	$174,091.59	$12,892.40		$186,983.99	31.7%	$403,327.09
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		$3,349.50		$3,349.50	25.0%	$10,048.50
5	Existing Utility Location/Identification	$22,330.00	$1,116.50	$16,747.50		$17,864.00	80.0%	$4,466.00
6	NPDES General Construction Permit Compliance	$20,879.10	$8,131.87	$2,087.91		$10,219.78	48.9%	$10,659.32
10.A	Excavation and Dewatering	$67,875.50	$44,119.08	$4,751.29		$48,870.37	72.0%	$19,005.13
10.B	Building Shell	$500,659.83						$500,659.83
10.C	Roof	$22,770.00			$9,207.15	$9,207.15	40.4%	$13,562.85
10.D	Overhead Bridge Hoist	$93,500.00	$10,000.00			$10,000.00	10.7%	$83,500.00
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	$5,000.00			$5,000.00	0.9%	$576,500.00
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	$38,650.00			$38,650.00	63.1%	$22,650.00
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**	**$325,439.04**	**$39,828.60**	**$9,207.15**	**$374,474.79**		**$3,493,738.54**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number: 4			
Application Period: 10/01/2026-10/31/2026								Application Date: 10/31/2026			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
7.A	Furnish and install SDR 21 PVC Vacuum Main, 4-Inch	2520	LF	$89.32	$225,086.40						$225,086.40
7.B	Furnish and install SDR 21 PVC Vacuum Main, 6-Inch	1530	LF	$100.49	$153,749.70	1100	$110,539.00		$110,539.00	71.9%	$43,210.70
8.A	Furnish and install division Valves and Boxes, 4-Inch	2	EA	$6,140.75	$12,281.50						$12,281.50
8.B	Furnish and install division Valves and Boxes, 6-Inch	3	EA	$6,699.00	$20,097.00	2	$13,398.00		$13,398.00	66.7%	$6,699.00
9.A	Furnish and install Vacuum collection pit assemblies, Type "A" adjacent to Main	12	EA	$11,165.00	$133,980.00						$133,980.00
9.B	Furnish and install Vacuum collection pit assemblies, Type "A" across to Main	8	EA	$11,165.00	$89,320.00						$89,320.00
9.C	Furnish and install Vacuum collection pit assemblies, Type "B" adjacent to Main	1	EA	$11,165.00	$11,165.00						$11,165.00
9.D	Furnish and install Vacuum collection pit assemblies, Type "B" across to Main	1	EA	$11,165.00	$11,165.00						$11,165.00
9.E	Fiberglass Dual Pit	1	EA	$39,244.70	$39,244.70						$39,244.70
11.A	PVC Gravity Sanitary Inclusive of Main, 6" Diameter (0-6' Deep)	87	LF	$221.10	$19,235.70						$19,235.70
11.B	PVC Gravity Sanitary Inclusive of Main, 6" Diameter (6-8' Deep)	173	LF	$196.86	$34,056.78						$34,056.78
12	Furnish and Install sanitary sewer manholes	1	EA	$6,105.00	$6,105.00						$6,105.00
13.A	Furnish and replace sod	3610	LF	$4.10	$14,801.00						$14,801.00
13.B	Concrete Driveway	30	SY	$118.33	$3,549.90						$3,549.90
13.C	Asphaltic Driveways	90	SY	$92.98	$8,368.20						$8,368.20
13.D	Gravel Driveways	60	SY	$60.91	$3,654.60						$3,654.60
13.E	Type 3: Asphaltic Concrete Pavement patch	1150	SY	$56.03	$64,434.50						$64,434.50
13.F	Concrete Sidewalk	40	LF	$133.43	$5,337.20						$5,337.20
13.G	Concrete Curb and Valley Gutter	40	LF	$111.90	$4,476.00						$4,476.00
	Totals				**$860,108.18**		**$123,937.00**		**$123,937.00**	14.4%	**$736,171.18**

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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)

Initial

[X] [m] **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT** for labor, services, materials or equipment provided in the amount of $ 155,577.31 covering the following Partial Payment Request(s) or invoice(s): (attached attach additional pages if necessary).

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
10/31/2026	App #4	$ 155,577.31

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of 10/31/2026

Initial

[ ] [ ] **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)

Initial

[X] [m] **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 $ 317,913.88 in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[ ] [ ] **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

31 day of October , 2026

NOTARY PUBLIC

SIGNED: Bianca Perdue

My Commission Expires: 01/04/2028

BIANCA PERDUE
MY COMMISSION # HH 477962
EXPIRES: January 4, 2028

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)

Initial

[X] [MJ] **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT** for labor, services, materials or equipment provided in the amount of $ 95,655.60 covering the following Partial Payment Request(s) or invoice(s): (attached attach additional pages if necessary).

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
09/30/2026	App #3	$ 95,655.60

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of 09/30/2026

Initial

[ ] [ ] **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)

Initial

[ ] [ ] **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 $ _____ in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[X] [MJ] **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

31 day of October , 2026

NOTARY PUBLIC

SIGNED: Bianca Perdue

My Commission Expires: 01/04/2028

NOTARY PUBLIC STATE OF FLORIDA
BIANCA PERDUE
MY COMMISSION # HH 477962
EXPIRES: January 4, 2028

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

NOVEMBER 17, 2026

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

Please find attached the invoice in the amount of $22,229.67 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	Jun-26		$5,340.57	$262,757.60
Jul-26	21	Jul-26		$4,200.00	$258,557.60
Aug-26	22	Aug-26		$20,234.36	$238,323.24
Sep-26	23	Sep-26		$12,424.87	$225,898.37
Oct-26	24	Oct-26		$30,361.73	$195,536.64
Nov-26	25		$22,229.67		$173,306.97

Staff recommends approval of this invoice in the amount of $22,229.67 to Sumner Engineering & Consulting, Inc.

Sumner Engineering & Consulting, Inc.
410 NW 2nd Street
Okeechobee, FL 34972 US
+18636349474
jeff@sumnerengineering.com

INVOICE

BILL TO
AOkeechobee Utility AuthorityA
100 SW 5th AvenueA
Okeechobee, FL 34974

INVOICE # 1902
DATE 11/10/2026
DUE DATE 11/10/2026
TERMS Due on receipt

Invoice No. 1902
SW 5th Avenue Vacuum Sewer Project (SEC Proj. No. 20-10)
OUA Purchase Order No. 11129 / 11633 / 12732

DATE	ACCOUNT SUMMARY	AMOUNT
10/12/2026	Balance Forward	30,361.83
	Other payments and credits after 10/12/2026 through 11/09/2026	-30,361.83
11/10/2026	Other invoices from this date	0.00
	New charges (details below)	22,229.67
	Total Amount Due	22,229.67

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)	$97,193.13	$74,963.46	$22,229.67
				TOTAL:	$22,229.67

DATE	ACTIVITY	QTY	RATE	AMOUNT
	20-10 - SW 5th Avenue:20-10.Task C - Construction Administration Services (Phase 1)			
10/12/2026	**Principal Engineer 24** Inspector meeting, submittals	1:00	210.00	210.00

10/12/2026	**Hours - Field Inspector:Hours - Field Inspector**	5:00	110.00	550.00
10/13/2026	**Principal Engineer 24** Submittals	1:00	210.00	210.00
10/13/2026	**Hours - Field Inspector:Hours - Field Inspector**	5:00	110.00	550.00
10/14/2026	**Principal Engineer 24** Submitals	1:00	210.00	210.00
10/14/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:30	110.00	495.00
10/15/2026	**Principal Engineer 24** Submittal processing and contractor correspondence	2:00	210.00	420.00
10/15/2026	**Hours - Field Inspector:Hours - Field Inspector**	7:00	110.00	770.00
10/16/2026	**Hours - Field Inspector:Hours - Field Inspector**	5:00	110.00	550.00
10/19/2026	**Hours - Field Inspector:Hours - Field Inspector**	7:00	110.00	770.00
10/20/2026	**Hours - Field Inspector:Hours - Field Inspector**	5:00	110.00	550.00
10/21/2026	**Principal Engineer 24** Inspector meeting	1:00	210.00	210.00
10/21/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:00	110.00	440.00
10/22/2026	**Principal Engineer 24** Submittals; CHA call	1:00	210.00	210.00
10/22/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:00	110.00	440.00
10/23/2026	**Principal Engineer 24** Submittal processing	2:00	210.00	420.00
10/23/2026	**Hours - Field Inspector:Hours - Field Inspector**	7:00	110.00	770.00
10/26/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:00	110.00	440.00
10/27/2026	**Principal Engineer 24** Monthly OAC meeting	1:00	210.00	210.00
10/27/2026	**Hours - Field Inspector:Hours - Field Inspector**	7:00	110.00	770.00
10/28/2026	**Principal Engineer 24** Submittal coordination	1:00	210.00	210.00
10/28/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:00	110.00	440.00
10/29/2026	**Hours - Field Inspector:Hours - Field Inspector**	5:00	110.00	550.00
10/30/2026	**Principal Engineer 24** Site visit, pay app review, contractor call	2:30	210.00	525.00
10/30/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:00	110.00	440.00
11/02/2026	**Hours - Field Inspector:Hours - Field Inspector**	2:00	110.00	220.00
11/03/2026	**Hours - Field Inspector:Hours - Field Inspector**	2:30	110.00	275.00
11/04/2026	**Principal Engineer 24** Contractor and inspector coordination	1:30	210.00	315.00
11/04/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:30	110.00	495.00
11/05/2026	**Principal Engineer 24** RAI review and call w/ CHA	1:30	210.00	315.00
11/05/2026	**Hours - Field Inspector:Hours - Field Inspector**	4:00	110.00	440.00
11/06/2026	**Hours - Field Inspector:Hours - Field Inspector**	5:00	110.00	550.00
11/10/2026	SW 5th Ave SDC (CHA plus 10% per contract, see attached)			8,259.67
	SUBTOTAL - 20-10 - SW 5th Avenue:20-10.Task C - Construction Administration Services (Phase 1)			22,229.67

TOTAL OF NEW CHARGES	22,229.67
BALANCE DUE	**$22,229.67**

Total Purchase Order Amount:	$817,040.00
Total Billed to Date:	$599,476.30
Total Billed this Invoice:	**$ 22,229.67**

For services rendered from October 11 – November 7, 2026.

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

November 10, 2026
Project No: 081579.000
Invoice No: 81579-22

Project 081579.000 SW 5th Ave Project Area-Vacuum System

Professional Services from October 01, 2026 to October 30, 2026

Phase 0001000 Design Services

Current Amount	260,763.00			
Percent Complete	100.00	Total Earned	260,763.00	
		Previous Fee Billing	260,763.00	
		Current Fee Billing	0.00	
		Current Amount		**0.00**

Phase 0002000 Bidding Services

Current Amount	14,299.00			
Percent Complete	100.00	Total Earned	14,299.00	
		Previous Fee Billing	14,299.00	
		Current Fee Billing	0.00	
		Current Amount		**0.00**

Phase 0003000 Engineering Serv. During Construction

Professional Personnel

		Hours	Rate	Amount
Belmonte Sese, Andres	10/1/2026	1.00	149.24	149.24
Belmonte Sese, Andres	10/2/2026	8.00	149.24	1,193.92
Belmonte Sese, Andres	10/5/2026	8.00	149.24	1,193.92
Bortz, Stephanie	10/1/2026	.50	205.73	102.87
282-005.03 Updates for Pizza Hut LS Discussion with Design				
Bortz, Stephanie	10/5/2026	1.00	205.73	205.73
282-005.03 Project Coordination				

Project	081579.000	SW 5th Ave Project Area-Vacuum System			Invoice	81579-22
Bortz, Stephanie	10/6/2026	1.00	205.73	205.73		
282-005.03 Concrete Shop Drawing Submittal Review						
Bortz, Stephanie	10/7/2026	.50	205.73	102.87		
282-005.03 Project Coordination						
Bortz, Stephanie	10/8/2026	.50	205.73	102.87		
282-005.03 Project Coordination						
Bortz, Stephanie	10/12/2026	1.00	205.73	205.73		
282-005.03 Project Discussion with Contractor						
Bortz, Stephanie	10/14/2026	1.00	205.73	205.73		
282-005.03 Project Coordination with Field Staff						
Bortz, Stephanie	10/20/2026	.50	205.73	102.87		
282-005.03 Onsite Site Visit and review Below Slab Curing						
Bortz, Stephanie	10/22/2026	1.00	205.73	205.73		
Project Coordination						
Bortz, Stephanie	10/26/2026	1.00	205.73	205.73		
282-005.03 Project Coordination						
Bortz, Stephanie	10/27/2026	1.00	205.73	205.73		
282-005.03 Progress Meeting and Follow Up Meeting with Team						
Bortz, Stephanie	10/30/2026	.50	205.73	102.87		
SW 5th Ave RFI Response						
Crick, Jeff	10/13/2026	.50	158.94	79.47		
Teams call w/ Stephanie, discuss tank room wall orientation and design (ledge)						
Hammann, Douglas	10/7/2026	1.00	332.80	332.80		
Concrete submittal discussion						
Mock, Ashlyn	10/1/2026	.50	104.44	52.22		
Shop Drawing Review						
Mock, Ashlyn	10/5/2026	1.00	104.44	104.44		
Shop Drawing Review with Electrical EOR						
Mock, Ashlyn	10/6/2026	1.00	104.44	104.44		
RFI #20 Response						
Mock, Ashlyn	10/7/2026	3.00	104.44	313.32		
Shop Drawing Review and RFI #20 Response						
Mock, Ashlyn	10/8/2026	3.00	104.44	313.32		
Phone call with John, Joey, and Clint discussing potential conflicts. Shop Drawing Reviews						
Mock, Ashlyn	10/13/2026	.50	104.44	52.22		
Form work review						
Mock, Ashlyn	10/15/2026	2.00	104.44	208.88		
Shop Drawing Review						
Mock, Ashlyn	10/20/2026	1.50	104.44	156.66		
Phone call with Contractor about submittals and overall project status, project coordination						
Mock, Ashlyn	10/21/2026	2.00	104.44	208.88		
Submittal Review						
Mock, Ashlyn	10/23/2026	.50	104.44	52.22		
RFI Response						

Project	081579.000	SW 5th Ave Project Area-Vacuum System			Invoice	81579-22
Mock, Ashlyn		10/26/2026	2.00	104.44	208.88	
Shop Drawing Review						
Mock, Ashlyn		10/27/2026	3.75	104.44	391.65	
Shop Drawing Review and Monthly Progress Meeting						
Hernandez, Ubaldo		10/9/2026	3.00	145.95	437.85	

Submittal #16050-6 Revision 0 Lighting Contactors – Electrical Review

Submittal #16160-1 Revision 2 Power Distribution – Electrical Review

Submittal #16460-1 Revision 1 Transformer – Electrical Review

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	7,508.79	307,630.11	315,138.90	
Limit			391,362.00	
Remaining			76,223.10	
		Total this Invoice		**$7,508.79**

Billings to Date

	Current	**Prior**	**Total**
Fee	0.00	275,062.00	275,062.00
Labor	7,508.79	31,381.54	38,890.33
Expense	0.00	1,186.57	1,186.57
Totals	**7,508.79**	**307,630.11**	**315,138.90**

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

NOVEMBER 17, 2026

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

Please find attached the invoice in the amount of $4,926.88 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with 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	Jul-26		$8,436.11	$59,352.15
Aug-26	10	Aug-26		$5,698.88	$53,653.27
Sep-26	11	Sep-26		$840.00	$52,813.27
Oct-26	12	Oct-26		$4,356.75	$48,456.52
Nov-26	13		$4,926.88		$43,529.64

Staff recommends approval of this invoice in the amount of $4.926.88 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 # 1903
DATE 11/10/2026
DUE DATE 11/10/2026
TERMS Due on receipt

Invoice No. 1903
NW-15 Design, Bidding and Construction-phase Services (SEC Proj. No. 25-10)
OUA Purchase Order No. 12487

DATE	ACCOUNT SUMMARY	AMOUNT
10/11/2026	Balance Forward	4,356.75
	Other payments and credits after 10/11/2026 through 11/09/2026	-4,356.75
11/10/2026	Other invoices from this date	0.00
	New charges (details below)	4,926.88
	Total Amount Due	4,926.88

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)	$30,474.36	$25,547.48	$4,926.88
				TOTAL:	$4,926.88

DATE	ACTIVITY	QTY	RATE	AMOUNT
	25-10 - NW-15 Design, Bidding and SDC:25-10.Task D - Construction Phase Services			
10/12/2026	**Principal Engineer 24** Bypass pumping submittal review and processing	2:00	210.00	420.00
10/22/2026	**Principal Engineer 24** Submittal processing; review updated schedule	1:30	210.00	315.00
10/26/2026	**Principal Engineer 24** Submittal processing and contractor coordiantion	3:00	210.00	630.00
11/03/2026	**Principal Engineer 24** Submittal review and processing	2:00	210.00	420.00
11/09/2026	NW-15 CA Services (JEA plus 10% per contract, see attached)			3,141.88
	SUBTOTAL - 25-10 - NW-15 Design, Bidding and SDC:25-10.Task D - Construction Phase Services			4,926.88

TOTAL OF NEW CHARGES	4,926.88
BALANCE DUE	**$4,926.88**

Total Purchase Order Amount:	$189,600.00
Total Billed to Date:	$146,070.36
Total Billed this Invoice:	**$ 4,926.88**

For services rendered from October 11 - November 7, 2026.

JonesEdmunds

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

November 05, 2026
Project No: 19775-005-02
Invoice No: 0260071

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

Summary of Services:
- Coordination and emails
- Submittal Review:
  - Bypass Pumping
  - Piping & Acc.

Professional Services from October 01, 2026 to October 25, 2026

Task 7000 CA Services (T&M)

Classification/Employee

	Hours	Rate	Amount	
- Senior Project Manager				
Lillo, Timothy	1.50	280.00	420.00	
- Sr. Engineer				
Torres-Rivera, Jafet	8.00	280.00	2,240.00	
- Construction Project Coordinator				
LeDuc, Terry	1.00	125.00	125.00	
- Administrative Assistant				
West, Ginger	.75	95.00	71.25	
Total This Task	11.25		2,856.25	
				2,856.25
		Total This Task		**$2,856.25**

Billing Limits	**Current**	**Previously Billed**	**Billed To Date**	
Total Billings	2,856.25	131,603.61	134,459.86	
Total Task Fee			159,655.00	
Remaining Fee			25,195.14	
		Total This Invoice		**$2,856.25**

Authorized by: _____ Date: 11/5/2026

Timothy Lillo

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

NOVEMBER 17, 2026

CONSENT AGENDA

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

Please find attached invoices in the amounts of $5,358.60 and $12,503.60 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	Jul-26		$17,862.00	$265,930.00
Aug-26	6	Aug-26		$21,434.40	$244,495.60
Nov-26	7		$5,358.60		$239,137.00
Nov-26	8		$12,503.40		$226,633.60

Staff recommends approval of these invoices in the amount of $5,538.60 and $12,503.40 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: September 10, 2026
INVOICE #: **12709-7**
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:	$	155,399.40
This Invoice Amount:	$	5,358.60
Remaining Balance:	$	239,137.00

THIS INVOICE AMOUNT: **$ 5,358.60**

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: August 31, 2026

Invoice #: **12709-7**

PROJECT: 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	90%	$ 160,758.00	$ 155,399.40	$ 5,358.60	$ 17,862.00
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		$ 160,758.00	$ 155,399.40	**$ 5,358.60**	
							$ 239,137.00

Holtz Consulting Engineers, Inc.

INVOICE

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

INVOICE DATE: October 9, 2026
INVOICE #: **12709-8**
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:	$	160,758.00
This Invoice Amount:	$	12,503.40
Remaining Balance:	$	226,633.60

THIS INVOICE AMOUNT: **$ 12,503.40**

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: September 30, 2026

Invoice #: **12709-8**

PROJECT: 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	97%	$ 173,261.40	$ 160,758.00	$ 12,503.40	$ 5,358.60
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		$ 173,261.40	$ 160,758.00	**$ 12,503.40**	
							$ 226,633.60

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

NOVEMBER 17, 2026

CONSENT AGENDA

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

Please find attached invoice in the amount of $8,439.90 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 $8,439.90 to Nason Yeager Gerson Harris & Fumero, P.A.

Nason Yeager
GERSON HARRIS & FUMERO, P.A.
ATTORNEYS AT LAW | Est. 1960

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.	509428
Invoice Date:	November 2, 2026
Client ID:	17894
Matter ID:	34709
Billing Attorney:	JJF

Current Time and Disbursements:		5,939.90
Previous Balance:		0.00
Total Amount:		**5,939.90**
Amount Remitted:	$ _____	
Retainer:		2,500.00
Total Now Due:		**8,439.90**

Nason Yeager
GERSON HARRIS & FUMERO, P.A.
ATTORNEYS AT LAW | Est. 1960

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. **509428**
Invoice Date **November 2, 2026**

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

FOR PROFESSIONAL SERVICES RENDERED THROUGH October 31, 2026

Date	Professional	Narrative	Hours	Rate	Amount
09/10/26	JJF	Review 22-page letter from attorneys for Park Street Okeechobee LLC.	0.90	300.00	270.00
09/14/26	JJF	Begin drafting OUA response to PSC letter.	1.50	300.00	450.00
10/01/26	SLC	Open-source research on USPS tracking for Upham settlement agreement receipt. Tracking info not available.	0.20	300.00	60.00
10/07/26	SLC	Review and analyze Okie Tantie documents prepared by County.	0.00	0.00	0.00
10/07/26	SLC	Review and analyze Okie Tantie documents prepared by County. Preparation of correspondence to Executive Director providing same.	1.30	300.00	390.00
10/08/26	SLC	Preparation of correspondence to Executive Director providing redline of OUA/Big Cedar Lodge Developer's Agreement. Exchange of correspondence with Finance Director acknowledging receipt of cost-sharing comment and providing revised Section 7.	0.30	300.00	90.00
10/12/26	SLC	Review and analyze sfwmd easement form removing redundant language repeating the legal description and sketch that will be attached as Exhibit A.	0.60	300.00	180.00
10/14/26	SLC	Receipt and review of correspondence from Okeechobee Community Developers accepting interim master meter billing and true-up arrangement.	0.10	300.00	30.00
10/14/26	SLC	Receipt and review of correspondence confirming process server engagement for service of Upham settlement agreement.	0.10	300.00	30.00
10/15/26	SLC	Receipt and review of correspondence from Greg Kennedy to Okeechobee Community Developers confirming that the developer's understanding of the Interim Agreement matches OUA's.	0.10	300.00	30.00

Date	Professional	Narrative	Hours	Rate	Amount
10/15/26	SLC	Receipt and review of correspondence from Chelsa Gosa (Glades County BOCC) sending the OUA franchise fee agreement.	0.10	300.00	30.00
10/15/26	SLC	Receipt and review of correspondence from Tammie Finch with the board members' completed 60-day evaluations of the Executive Director and noting that evaluations from Hargraves and Trent are still outstanding.	0.10	300.00	30.00
10/19/26	SLC	Preparation of summary of Executive Director evaluations in preparation for Board meeting. Preparation of Hinterland Group demand letter due to Pineridge Park, Preparation of attorney report for meeting.	3.10	300.00	930.00
10/20/26	SLC	Exchange of correspondence with Greg Kennedy and Jeff Sumner providing draft demand letter to Hinterland Group regarding SWSA Project 2 liquidated damages and receiving acknowledgment and correction of project designation. Receipt and review of correspondence from Greg Kennedy providing redlined demand letter with comments. Receipt and review of correspondence from Jeff Sumner providing track-changes edits to demand letter.	0.50	300.00	150.00
10/20/26	SLC	Preparation of correspondence to Michelle Willoughby providing Glades County franchise agreement extension for next month's agenda.	0.10	300.00	30.00
10/20/26	SLC	Participation in Monthly Board Meeting, including travel time.	4.40	300.00	1,320.00
10/22/26	SLC	Receipt and review of Multiple exchanges of correspondence between Finance Director and Sruly Morgenstern re: Booster Pump Station MOU.	0.20	300.00	60.00
10/26/26	SLC	Receipt and review of correspondence from Deputy County Administrator Justin Nelson about the Big Cedar Lodge MOU raising concerns that detailed provisions were added back into the revised draft and asking to keep the agreement simple and preliminary.	0.30	300.00	90.00
10/27/26	SLC	Review and analyze MOU for Okie Tantie re: comments from County Administrator Nelson. Preparation of correspondence to Executive Director for comment back to County.	1.30	300.00	390.00
10/28/26	SLC	Receipt and review of correspondence from JJF discussing PSO next steps. Preparation of talking points for discussion. Preparation of correspondence to Executive Director following up on infrastructure certification. .	3.30	300.00	990.00
10/29/26	JJF	T/C w. Anna Long, Culvers attorney.	0.70	300.00	210.00
		Total Fees:			**5,760.00**

DISBURSEMENTS

10/01/2026	Payee: Pitney Bowes Bank Inc Purchase Power; Date: 9/24/2026 - Postage	6.62
10/30/2026	Vendor: Stephen L. Conteaguero; Mileage to/from Board meeting for Okeechobee Utility Authority on 10/20/26	173.28

Sub-Total Disbursements: 179.90

TOTAL FEES AND DISBURSEMENTS: $ 5,939.90

Previous Balance: $ 0.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

OCTOBER 20, 2026

NOVEMBER 17, 2026

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.: 26-003107
Terms: Net 30
Invoice date: 11/05/2026
Due date: 12/05/2026

For month: November 2026
Service: Government Relations Services

Product or service	Description
Services	November 2026

Total **$3,500.00**

Ways to pay

BANK

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. 18

NOVEMBER 17, 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.

MACVICAR CONSULTING, INC.
4524 Gun Club Road, Suite 201
West Palm Beach, FL 33415-2815

Invoice

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

DATE	INVOICE #
11/2/2026	202611013

PROJECT
540.01-LOSOM Support

DESCRIPTION	AMOUNT
Support for the month of October 2026	250.00
Total	**$250.00**

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

NOVEMBER 17, 2026

MEETING MINUTES

Attached are copies of the minutes from the meeting held on October 20, 2026.

Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from October 20, 2026 as presented.

OKEECHOBEE UTILITY AUTHORITY
MEETING MINUTES
Tuesday, October 20, 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:	**Alternates:**	**Absent:**
John Gilliland*	Melanie Anderson	Jamie Gamiotea
Harry Moldenhauer*		Steve Hargraves
Steven Nelson*		Glenn Sneider
		Tabitha Trent

*Voting Board Members
Due to a lack of quorum, there will be no votes taken at this meeting.

OUA Members:

Greg Kennedy	Lauriston Hamilton	Steve Conteaguero
Gary Priest	Jamie Mullis	Michelle Willoughby

Chairperson Gilliland addressed Agenda Item No. 2 'Agenda Additions and Deletions'

Chairperson Gilliland addressed Agenda Item No. 2A 'Surplus Items – October 2026' No action taken during this meeting due to a lack of quorum.

Chairperson Gilliland addressed Agenda Item No. 3 'Consent Agenda'

Consent Agenda Item No. 4	**'Invoice from CHA Solutions – Pine Ridge Park Expansion Project in the amount of $825.00'**
Consent Agenda Item No. 5	**'Invoice from CHA Solutions – Vac Station #2 Generator Replacement in the amount of $1,535.20'**
Consent Agenda Item No. 6	**'Invoice from Marmer Construction, Inc. – SW 5th Avenue Vacuum Sewer Project Phase I in the amount of $995,655.60'**
Consent Agenda Item No. 7	**'Invoice from Craig A. Smith Associates, LLC – NE 16th Avenue Water main Improvements in the amount of $7,329.32'**
Consent Agenda Item No. 8	**'Invoice from Wau Gallie Electric, Inc. – Vacuum Pump Station No. 2 Generator Replacement in the amount of $152,997.50'**
Consent Agenda Item No. 9	**'Invoice from Kimley-Horn and Associates, Inc. – Treasure Island Septic to Sewer Project in the amount of $80,629.54'**
Consent Agenda Item No. 10	**'Invoice from Go Underground Utilities, LLC – Pine Ridge Park Expansion Project in the amount of $24,902.08'**

DRAFT

Consent Agenda Item No. 11 'Invoice from Sumner Engineering & Consulting, Inc. – NW 15 Rehabilitation in the amount of $4,356.75'
Consent Agenda Item No. 12 'Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie System Improvements in the amount of $4,315.94'
Consent Agenda Item No. 13 'Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Vacuum Sewer Phase I in the amount of $30,361.83'
Consent Agenda Item No. 14 'Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections – Phase I Lots (J through AA) in the amount of $495.00'
Consent Agenda Item No. 15 'Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic to Sewer Connections – Phase I Lots (G, H and I) in the amount of $305.00'
Consent Agenda Item No. 16 'Invoice from Nason Yeager Harris & Fumero, P.A. – Legal Services in the amount of $12,379.50'
Consent Agenda Item No. 17 'Invoice form Conely and Conely, P.A. – Legal Services in the amount of $2,500.00'
Consent Agenda Item No. 18 'Invoice from Thorn Run Partners in the amount of $3,500'
Consent Agenda Item No. 19 'Invoice from MacVicar in the amount of $250.00'

No action taken during this meeting due to a lack of quorum.

An email to OUA Board Members was sent out (10/20/2026) requesting their approval or disapproval of the Consent Agenda as presented. OUA Board Members were instructed to choose the "Reply" tab to send their votes. Four voting members responded with approval. This item will be brought back before the Board at the November 2026 meeting for ratification of the action taken through email voting.

Chairperson Gilliland addressed Agenda Item No. 20 'Meeting Minutes from September 15, 2026' No action taken during this meeting due to a lack of quorum.

An email to OUA Board Members was sent out (10/20/2026) requesting their approval or disapproval of Invoice No. 116819597 as presented. OUA Board Members were instructed to choose the "Reply" tab to send their votes. Four voting members responded with approval. This item will be brought back before the Board at the November 2026 meeting for ratification of the action taken through email voting.

Chairperson Gilliland addressed Agenda Item No. 21 'Public Comments' There were none.

Chairperson Gilliland addressed Agenda Item No. 22 'Customer - Mini City Mobile Home Park' Executive Director Kennedy discussed that a Karen Mesa of Mini City Mobile Home & RV Park requested that the board consider a request to reduce the rate for the upcoming Treasure Island Septic to Sewer. Ms. Mesa was not present at the meeting. No action taken during this meeting due to a lack of quorum.

Chairperson Gilliland addressed Agenda Item No. 23 'Customer - D. R. Horton' Executive Director Kennedy advised the board that a representative from D. R. Horton is present at the meeting regarding the utility account for the property located at 3783 NW 29th Avenue. D. R. Horton is asking for the board to consider a billing adjustment due to suspected vandalism resulting in excessive water usage. Executive Director Kennedy reviewed the circumstances surrounding the high usage, noting that OUA personnel initially identified a leak on the customer's side on August 20, 2026, when the meter recorded 1,444,842

gallons of usage. During the September 16, 2026, meter reading, an additional 925,791 gallons of usage was recorded. The meter was subsequently locked off at the customer's request to prevent further usage and remained locked as of October 15, 2026. The outstanding account balance was $20,434.12, including a $1,173.50 penalty applied to the unpaid August 2026 bill. The D. R. Horton representative indicated that he would provide OUA with an email outlining his recommendation regarding the requested billing adjustment. No penalties will be assessed on the account pending further Board consideration at the November meeting. Due to a lack of quorum, the Board was unable to make a decision on the requested adjustment. The matter will be brought back before the Board for consideration at the November meeting.

Chairperson Gilliland addressed Agenda Item No. 24 'Finance Report' No action taken during this meeting due to a lack of quorum.

Chairperson Gilliland addressed Agenda Item No. 25 '2026 OUA Water Master Plan Review Committee Appointment' Executive Director Kennedy presented the results of the selection committee's evaluation of proposals received for the 2026 OUA Water Master Plan. Proposals were received from Craig A. Smith & Associates, LLC, and CHA Consulting, Inc. Following review and scoring, all five selection committee members agreed that CHA Consulting, Inc., submitted the most favorable proposal and recommended its selection. The Executive Director requested Board consideration of the committee's recommendation and authorization for staff to negotiate a scope of work and fee schedule with CHA Consulting, Inc. Due to a lack of quorum, the Board was unable to take action on the item. The matter will be brought back before the Board for consideration at the November meeting.

An email to OUA Board Members was sent out (10/20/2026) requesting their approval or disapproval of Agenda Item No. 25 as presented. OUA Board Members were instructed to choose the "Reply" tab to send their votes. Four voting members responded with approval. This item will be brought back before the Board at the November 2026 meeting for ratification of the action taken through email voting.

Chairperson Gilliland addressed Agenda Item No 26 'Invoice from Quality Plumbing of Sarasota and Fehl Safe Plumbing and Water Systems, LLC – VPS #4 Group A Septic to sewer Connections' Executive Director Kennedy presented Invoice No. 115660521 from Quality Plumbing of Sarasota and Fehl Safe Plumbing and Water Systems, LLC, in the amount of $115,570.00 for work completed under the VPS #4 Group A Septic-to-Sewer Connections project. The Board was advised that approximately 40 feet of galvanized steel storm drain piping was damaged during installation of a sewer lateral at 2502 SW 22nd Circle S. Due to wet weather conditions and elevated lake and groundwater levels, repairs had not yet been completed. Staff recommended withholding $10,000.00 pending satisfactory completion of the storm drain repairs and approving payment of the remaining $105,570.00. Due to a lack of quorum, the Board was unable to take action on the item.

An email to OUA Board Members was sent out (10/20/2026) requesting their approval or disapproval of Invoice No. 115660521 as presented. OUA Board Members were instructed to choose the "Reply" tab to send their votes. Four voting members responded with approval. This item will be brought back before the Board at the November 2026 meeting for ratification of the action taken through email voting.

Chairperson Gilliland addressed Agenda Item No 27 'Invoice from Quality Plumbing of Sarasota and Fehl Safe Plumbing and Water Systems, LLC – VPS #4 Group B Septic to sewer Connections' Executive Director Kennedy presented Invoice No. 116819597 from Quality Plumbing of Sarasota and Fehl Safe Plumbing and Water Systems, LLC, in the amount of $91,973.00 for work completed under the VPS #4 Group B Septic-to-Sewer Connections project. The Board was advised that during installation of

a sewer lateral, the contractor damaged the underground Florida Power & Light (FPL) electrical service line at 2164 SW 22nd Circle, resulting in damage to the electrical meter can and loss of power to the residence for approximately one month. The homeowner submitted a damage claim totaling $12,407.12, with supporting documentation of the reported losses and damages. Staff recommended withholding the claim amount pending resolution and approving payment of the remaining balance of $79,565.88. Due to a lack of quorum, the Board was unable to take action on the item.

An email to OUA Board Members was sent out (10/20/2026) requesting their approval or disapproval of Invoice No. 116819597 as presented. OUA Board Members were instructed to choose the "Reply" tab to send their votes. Four voting members responded with approval. This item will be brought back before the Board at the November 2026 meeting for ratification of the action taken through email voting..

Chairperson Gilliland addressed Agenda Item No. 28 'SW 5th Avenue Septic to Sewer Project – Phase I Vacuum Equipment Direct Purchase' Executive Director Kennedy presented a request for the direct purchase of Vacuum Station equipment and vacuum linework equipment from Airvac Vacuum Technology Solutions for the SW 5th Avenue Septic-to-Sewer Project. The proposed purchase amount was $611,400.00 and would allow OUA to realize sales tax savings under the terms of the construction contract with Marmer Construction. Staff advised that a subsequent deductive change order in the amount of $651,741.65 would be presented to remove the directly purchased equipment from Marmer Construction's contract, resulting in anticipated net savings of $40,341.65 to the OUA. Due to a lack of quorum, the Board was unable to take action on the item.

An email to OUA Board Members was sent out (10/20/2026) requesting their approval or disapproval of the Agenda Item No. 28 as presented. OUA Board Members were instructed to choose the "Reply" tab to send their votes. Four voting members responded with approval. This item will be brought back before the Board at the November 2026 meeting for ratification of the action taken through email voting.

Chairperson Gilliland addressed Agenda Item No. 31 'Update from Operations Director' Jamie Mullis provided the board with a department update.

Chairperson Gilliland addressed Agenda Item No. 32 'Attorney' Attorney Conteaguero provided an update on the Glades County Franchise Agreement which will be brought back at the November Meeting for approval due to a lack of quorum. Attorney Conteaguero provided an update on Okee-Tantie and demand letter to Hinterland in regard to SWSA Project.

Chairperson Gilliland addressed Agenda Item No. 33 'Executive Director' Executive Director Kennedy provided an update on current projects.

Chairperson Gilliland addressed Agenda Item No. 34 'Items from the Board' There were none.

There being no other business, meeting adjourned at 9:17 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. 20

NOVEMBER 17, 2026

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 21

NOVEMBER 17, 2026

CUSTOMER – MINI CITY MOBILE HOME PARK

The OUA currently has a septic to sewer project for the Treasure Island area that is in design. In February of 2025, the OUA mailed letters to the property owners in this project, advising them of the then 75% reduced rates and the upcoming expiration of those rates.

OUA customer, Mini City Mobile Home and RV Park has a mobile home park at 3421 SE 38th Ave. They received the letter and contacted the OUA office on April 9, 2025, requesting the fees for the master meter on-site. The fees were provided along with a payment agreement option. The customer did not sign up at this time. On April 29, 2025, staff reached back out to the customer to remind them of the upcoming rate change on May 1, 2025. There was no response. In January of 2026, the customer again requested fees and filled out an Agenda Application to speak to the OUA Board. The item was placed on the Agenda for the January 2026 and October 2026 meeting; the customer did not attend the meetings and no action was taken by the OUA Board of Directors.

Since the October 20, 2026 did not have a quorum, Ms. Mesa was invited back to attend the meeting on November 17, 2026.

Ms. Karen Mesa will be in attendance via a video conferencing call during the November 17, 2026 Board Meeting.

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: Mini City Mobile Home and RV Park / Karen Mesa
ADDRESS: 3421 SE 38th Ave

TELEPHONE: 7862187786 **(HOME)** _____ **(BUSINESS)**

MEETING: REGULAR ☐ **SPECIAL** ☐ **WORKSHOP** ☐ **DATE:** _____

PLEASE STATE THE ITEM YOU WISH TO HAVE PLACED ON THE OUA BOARD AGENDA:
Cost estimate for Utility Service

PLEASE STATE DESIRED ACTION BY THE OUA BOARD:
Be consider initial estimate or closer to the initial amount required in total for service installation.

PLEASE SUMMARIZE PERTINENT INFORMATION CONCERNING YOUR REQUEST AND ATTACH APPLICABLE DOCUMENTS: Difficulty with maintaining the cost of expenses associated with Park operations due to sickness and repairs needed.

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

SIGNED BY: Lee
DATE: 10/13/26

OKEECHOBEE UTILITY AUTHORITY

APPLICATION FOR UTILITY SERVICE
COST ESTIMATE

PROPERTY OWNER: MINI CITY MOBILE HOME & RV PARK 10/14/2026

SERVICE ADDRESS: 3421 SE 38TH AVE
PARCEL ID:
CONTACT INFO: NAME:
PHONE NUMBER:
EMAIL:
EXPECTED PEAK FLOW RATE: _____ GPM
EXPECTED FLOW: _____ GPD
METER SIZE: 3/4"
ERC: 6.4

WATER SERVICE

	INSTALL WATER
	WATERMAIN EXTENSION
	WATER CAPITAL CONNECTION CHARGE
	WATER ACCRUED GUARANTEED REVENUE CHARGE
$0.00	**SUB-TOTAL, WATER**

WASTEWATER SERVICE

$0.00	INSPECTION WASTEWATER SERVICE	
$4,914.00	INSTALLATION WASTEWATER SERVICE	($2,457.00*2)
$24,723.20	WASTEWATER CAPITAL CONNECTION CHARGE	($3,863.00*6.4)
	WASTEWATER EXTENSION & LATERAL INSTALLATION	
$29,637.20	**SUB-TOTAL, WASTEWATER**	

DEPOSIT

_____ **UTILITY DEPOSIT** X MINIMUM _____ 3-MONTH

$29,637.20 **TOTAL DUE, WATER, WASTEWATER & DEPOSIT**

EXPECTED MONTHLY BILL

	WATER, BASE CHARGE
	WATER, USAGE
	WASTEWATER, BASE CHARGE
	WASTEWATER, USAGE
$0.00	TOTAL, EXPECTED BASE MONTHLY BILL

COST ESTIMATE GOOD THROUGH

10/30/2026 OR NEXT RATE CHANGE

Kristy Arnold
PREPARED BY

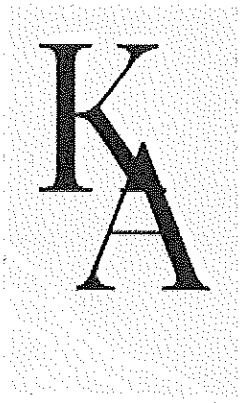
Kristy Arnold

From: Kristy Arnold
Sent: Wednesday, April 9, 2025 9:56 AM
To: minicitymhandrvpark@gmail.com
Subject: 3421 SE 38TH AVE
Attachments: 3421 SE 38th Ave - Sewer Cost.pdf

Good morning,

I have attached the sewer fees for your review. The total is $7,217.60.

Sincerely,



Kristy Arnold

OFFICE MANAGER

Okeechobee Utility Authority
100 SW 5th Ave
Okeechobee, FL 34974
863-763-9460 · 117
officemanager@ouafl.com
www.ouafl.com

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OKEECHOBEE UTILITY AUTHORITY

APPLICATION FOR UTILITY SERVICE
COST ESTIMATE

CUSTOMER NAME: MINI CITY MOBILE HOME & RV PARK LLC — 4/9/2025 (DATE PREPARED)

SERVICE ADDRESS: 3421 SE 38TH AVE

EXPECTED PEAK FLOW RATE: _____ GPM
EXPECTED FLOW: _____ GPD
METER SIZE: 3/4" MASTER METER
ERC: 6.4

WATER SERVICE

_____	INSTALLATION WATER METER W/ BACKFLOW
_____	INSTALLATION BACKFLOW PREVENTER ____DC ___RP
_____	WATER CAPITAL CONNECTION CHARGE
_____	WATER ACCRUED GUARANTEED REVENUE CHARGE
$0.00	**SUB-TOTAL, WATER**

WASTEWATER SERVICE

_____	INSPECTION WASTEWATER SERVICE	
$1,272.00	INSTALLATION WASTEWATER SERVICE	($636.00*2)
$5,945.60	WASTEWATER CAPITAL CONNECTION CHARGE	($929.00*6.4)
_____	WASTEWATER EXTENSION & LATERAL INSTALLATION	
$7,217.60	**SUB-TOTAL, WASTEWATER**	

_____ **UTILITY DEPOSIT** ___X___ MINIMUM _____ 3-MONTH

$7,217.60 **TOTAL DUE, WATER, WASTEWATER & DEPOSIT**

EXPECTED MONTHLY BILL

_____	WATER, BASE CHARGE
_____	WATER, USAGE
_____	WASTEWATER, BASE CHARGE
_____	WASTEWATER, USAGE
$0.00	TOTAL, EXPECTED BASE MONTHLY BILL

PREPARED BY

COST ESTIMATE VALID TILL THE END OF THE MONTH IN WHICH THE ESTIMATE WAS PREPARED, A TIME SPECIFIED ON THE ESTIMATE OR THE NEXT RATE INCREASE.

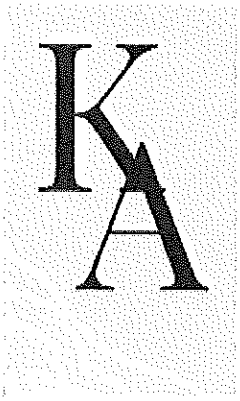
Kristy Arnold

From: Kristy Arnold
Sent: Tuesday, April 29, 2025 1:02 PM
To: minicitymhandrvpark@gmail.com
Subject: FW: 3421 SE 38TH AVE

Good afternoon,

I wanted to follow up on the previously sent email and to remind you that our rates change on Thursday, May 1, 2025 and the fees previously given will no longer be valid on 5/1/2025.

Sincerely,



Kristy Arnold
OFFICE MANAGER
Okeechobee Utility Authority
100 SW 5th Ave
Okeechobee, FL 34974
863-763-9460 · 117
officemanager@ouafl.com
www.ouafl.com

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From: Kristy Arnold
Sent: Wednesday, April 9, 2025 11:18 AM
To: Karen Mesa <minicitymhandrvpark@gmail.com>
Subject: RE: 3421 SE 38TH AVE

This project is 3-5 years out. There will be no interruption to water services. This fee is only to bring the sewer to your property. You will be responsible for all on property costs, i.e. abandonment of septic and connecting the homes to the OUA sewer.

Sincerely,

Kristy Arnold
OFFICE MANAGER
Okeechobee Utility Authority
100 SW 5th Ave
Okeechobee, FL 34974
863-763-9460 · 117
officemanager@ouafl.com
www.ouafl.com

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From: Karen Mesa <minicitymhandrvpark@gmail.com>
Sent: Wednesday, April 9, 2025 11:02 AM
To: Kristy Arnold <officemanager@ouafl.com>
Subject: Re: 3421 SE 38TH AVE

Hello!

I appreciate your response. Could you let me know if there is a payment plan? How long would this take to be done and are having any down time with water services?

Thanks!

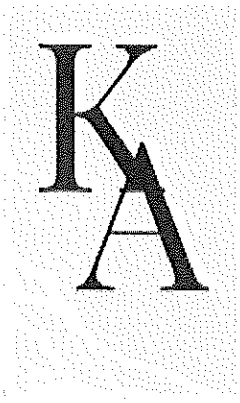
> On Apr 9, 2025, at 9:56 AM, Kristy Arnold <officemanager@ouafl.com> wrote:
>
> Good morning,
>
> I have attached the sewer fees for your review. The total is $7,217.60.
>
> Sincerely,
>
> <image001.png>
> ***E-mail Confidentiality Disclosure::*** *The information contained in this email and any document attached hereto is intended only for the named recipient(s). If you are not the intended recipient, nor the employee or agent responsible for delivering this message in confidence to the intended recipient(s), you are hereby notified that you have received this transmittal in error, and any review, dissemination, distribution or copying of this transmittal or its attachments is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify me immediately by reply e-mail and then delete this message, including any attachments.*

Kristy Arnold

From: Kristy Arnold
Sent: Wednesday, April 9, 2025 11:16 AM
To: Karen Mesa
Subject: RE: 3421 SE 38TH AVE

$721.76 down and $125.00 monthly for 54 months. $147.62 interest.

Sincerely,





OFFICE MANAGER

Okeechobee Utility Authority
100 SW 5th Ave
Okeechobee, FL 34974
863-763-9460 - 117
officemanager@ouafl.com
www.ouafl.com

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From: Karen Mesa <minicitymhandrvpark@gmail.com>
Sent: Wednesday, April 9, 2025 11:02 AM
To: Kristy Arnold <officemanager@ouafl.com>
Subject: Re: 3421 SE 38TH AVE

Hello!

I appreciate your response. Could you let me know if there is a payment plan? How long would this take to be done and are having any down time with water services?

Thanks!

On Apr 9, 2025, at 9:56 AM, Kristy Arnold <officemanager@ouafl.com> wrote:

option which applies a market adjustment of 6%, on the volumetric rate would be acceptable since precedents already exist in the industry. Murray Hamilton was present remotely to answer any questions from the Board. There was a brief discussion. **Motion by Glenn Sneider to accept Option 4 as the preferred rate structure when establishing the large user's schedule of rates, fees and charges and supersedes previous board action. Second by Jamie Gamiotea. Vote unanimous (4-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 22 'SW 5th Avenue Septic to Sewer Project – Update' Executive Director Hayford discussed that the SW 5th Ave Septic to Sewer project is currently under design. Executive Director Hayford discusses that to date, the OUA has received $5,000,000 in appropriations for an expected $7,500,000 project. Executive Director Hayford discussed that staff asked the design engineer to look at breaking up the project up into two projects. Executive Director Hayford discussed that the project was divided up into three components: the vacuum pump station, vacuum collection system Branch A and vacuum collection system Branch B. Executive Director Hayford discussed that Sumner Engineering & Consulting, Inc. submitted for review and consideration a consulting engineering proposal to provide bidding and construction administration services. There was a brief discussion. **Motion by Harry Moldenhauer to approve dividing the project into two projects as recommended. Second by Jamie Gamiotea. Vote unanimous (4-0), motion carried.**

Motion by Jamie Gamiotea to accept the proposal from Sumner Engineering & Consulting, Inc. for bidding and construction administrative engineering services in the amount of $292,700.00. Second by Glenn Sneider. Vote unanimous (4-0), motion carried.

Chairperson Nelson advised that Agenda Item No. 23 would be discussed after items that required voting due to Board Member early departure.

Chairperson Nelson addressed Agenda item No. 24 'SWSA Project 2 Engineering Services Agreement Amendment 3' Executive Director Hayford discussed that SWSA Project 2 is still under contract to the contractor (HGI) with the expectation that it will be finished within the next few months. Executive Director Hayford discussed that Amendment No. 2 was to carry the engineering services through to October 31, 2025. Amendment 3 would pick up where Amendment 2 time/money ran out and carry the work effort through February 28, 2026. Executive Director Hayford discussed that the project is under the liquidated damages portion of the contract. Executive Director Hayford discussed that engineering services are necessary to successfully complete the project. Executive Director Hayford discussed that reimbursement for this additional engineering cost/time due to the contractor failure to meet the contract time would be a reasonable request. This issue will be addressed at the completion of the project. **Motion by Jamie Gamiotea to approve Amendment 3 as presented by Sumner Engineering & Consulting, Inc in the amount of $59,560.00. Second by Harry Moldenhauer. Vote unanimous (4-0), motion carried.**

Chairperson Nelson addressed Agenda item No. 25 'SR78W Phase II WM Improvement Project – Change Order No. 1' Executive Director Hayford discussed that the contractor has experienced two construction issues in which they claim as a cause for loss of construction time. The contractor has made a claim for time only to the engineer. Executive Director Hayford discussed that the delays were due to FP&L power line locations and a section of piping cracking for unknown reasons. Executive Director Hayford discussed that the contractor and engineer have agreed to a 35-day time extension without any additional cost from either one. **Motion by Harry Moldenhauer to approve Change Order No. 1 providing for adding 35 calendar days to the contract period. Second by Glenn Sneider. Vote unanimous (4-0), motion carried.**

Chairperson Nelson addressed Agenda Item No. 26 'Cost Sharing Agreement SR 78W Phase III WM Improvements' Executive Director Hayford discussed that the cost sharing agreement is for

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 22

NOVEMBER 17, 2026

CUSTOMER – D. R. HORTON

OUA Customer, DR Horton, has a property at 3783 NW 29th Ave. On August 20, 2026, OUA Meter Readers were unable to access the meter due to it being flooded. They requested the assistance of the OUA maintenance department to access the meter. When the maintenance technician arrived, the lot was flooded. They were able to shut the meter off, called the OUA office and advised that the customer had a leak on their side. The reading on the meter indicated that the usage was 1,444,842 gallons. OUA office personnel connected DR Horton and advised they had a leak on their side and the meter was now in the off position. On September 16, 2026, during scheduled reading, it was discovered that another 925,791 gallons had went through the meter. At this time, DR Horton requested the meter to be locked off to prevent any further usage. The meter is still off and locked with a padlock as of 10/15/2026.

The August 2026 bill is $11,735.06 (1,444,842 gallons).

The September 2026 bill is $7,525.56 (925,791 gallons).

The total account balance as of today's date, is $20,434.12. This includes a penalty ($1,173.50) that was applied to the unpaid balance from the August 2026 bill.

A representative from DR Horton, Brian Anderson, spoke to the Board at the October 20, 2026 meeting and explained that they believe there was vandalism at the property. Since there was not a quorum at the October 20, 2026, this item being presented again for direction.

Brian Anderson of DR Horton emailed OUA staff after the meeting with the following offer:
"As discussed during the meeting, I wanted to provide a written summary of the circumstances surrounding the water usage issue at the above-referenced property (3783 NW 29th Ave) and respectfully present a proposed resolution.

The issue originated from a water leak at the property. On or around August 20, we were notified of unusually high-water usage and were informed that there appeared to be an issue with the meter. At that time, OUA shut off the water service to prevent any further loss.

Unfortunately, at some point after August 20, the water service was unknowingly turned back on, which allowed additional water to escape through the meter. Due to the location of the meter within a substantial drainage ditch, access is difficult, making routine observation and monitoring challenging. We are uncertain how or by whom the meter was reactivated.

Several Board members had the opportunity to visit the site and observe the conditions firsthand. This situation is highly unusual for us, as there was no plumbing connected to the meter at the time. In most cases involving elevated water usage during construction, the cause is a damaged or cut water line. However, because no service line had been connected beyond the meter, that scenario was not possible in this instance.

The combination of the meter's inaccessible location and the unexpected reactivation of service made it difficult for us to identify that water was once again flowing through the meter. As a result, a second period of excessive water consumption occurred, leading to additional charges.

Once we were notified of the issue a second time, we immediately requested that a lock be installed on the meter to prevent unauthorized reactivation. Additionally, we have revised our internal procedures to ensure meters are not installed earlier than necessary during the construction process, reducing the likelihood of a similar situation occurring in the future.

We believe we have been a strong and responsible partner to both the City and County with respect to utility services and community development. Our continued investment in new homes benefits future residents while also contributing to the growth of utility services within the community.

Given the unique circumstances surrounding this incident, the lack of any connected plumbing, the difficulty in accessing the meter, and the corrective actions that have since been implemented, we respectfully request consideration for relief from the full amount of the charges. Specifically, we ask to be allowed to settle the matter for ***$4,500.00****, which we believe reasonably covers both the water consumed and the associated administrative costs.*

We appreciate the Board's consideration of this request and look forward to working together toward a fair resolution."

The current balance on the account is $20,459.67, due November 18, 2026. (Includes a penalty in the amount of $1,173.50, dated 9/21/2026)

Brian Anderson from DR Horton will be present to speak to the Board.

Staff recommends balance to be paid in full after crediting the penalty and allowing DR Horton an interest-free, four-month Payment Agreement for the balance of $19,286.17.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 23

NOVEMBER 17, 2026

CUSTOMER – FUTVOYE-STERLING

On October 29, 2026, Ms. Futvoye-Sterling contacted OUA regarding concerns about drainage near the water main construction along Lake Drive in Buckhead Ridge, specifically at 1031 Lake Drive. She alleged that the recent water main construction was causing flooding and damage to her property.

On November 3, 2026, OUA staff met with Ms. Futvoye-Sterling to discuss her concerns in greater detail. She described stormwater flowing from the northern right-of-way (ROW) of Lake Drive, across her property, and ultimately over her seawall. She indicated that this runoff was causing property damage and contributing to the deterioration of her seawall. She also reported that large holes had developed near the seawall beginning in October 2023, which she attempted to repair by placing bags of concrete in the affected areas.

Based on available topographic information and observed site conditions, the existing swale between the culvert adjacent to the subject property and the receiving culvert to the east does not appear to provide adequate stormwater conveyance prior to construction of the water main. Surveyed culvert invert elevations are 13.88 feet at the subject property and 11.40 feet at the receiving culvert. However, existing swale bottom elevations are relatively inconsistent, ranging from approximately 16.4 feet near the subject property to 16.5 feet near the receiving culvert. These elevations indicate that the existing swale geometry restricts stormwater conveyance and may contribute to water accumulation and potential roadway overtopping during significant rainfall events. The roadway crown elevation near the subject property is approximately 17.1 feet.

Additionally, as discussed with Ms. Futvoye-Sterling, Buckhead Ridge Road is crowned and generally directs approximately half of the roadway runoff to the south. The intersection of Lake Drive and SR 78 is also graded in a manner that directs stormwater toward the subject property. Based on available information, these drainage conditions existed prior to OUA's water main construction and have been present since at least early 2024, and likely for several decades.

OUA has maintained communication with the South Florida Water Management District (SFWMD), which has been reviewing the site conditions and coordinating with the Florida Department of Transportation (FDOT). FDOT's Brent Setchell, P.E., subsequently confirmed that FDOT met with Ms. Futvoye-Sterling and performed cleanup work in the area to her satisfaction. FDOT has also placed the location on its watch list for a follow-up inspection during the dry season, when water levels recede, to evaluate the possibility of vacuuming out the pipe.

In summary, it is OUA's position that its water main construction activities did not create the pre-existing drainage conditions described above. Following installation, OUA restored the construction area to substantially match its preconstruction condition. The project did not include redesign or modification of the existing drainage system, as such improvements were outside the scope of OUA's water main construction project.

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: Peggy L. Fultoye-Sterling
ADDRESS: 1031 LAKE DRIVE
OKEECHOBEE, FL 34974

TELEPHONE: 561-566-9151 **(HOME)** _____ **(BUSINESS)**

MEETING: REGULAR ☒ **SPECIAL** ☐ **WORKSHOP** ☐ **DATE:** 11/17/26 @ 8:00AM

PLEASE STATE THE ITEM YOU WISH TO HAVE PLACED ON THE OUA BOARD AGENDA:
~~BUCK~~ RECENT WATER LINE LINE INSTALLATION HAS CAUSED FLOODING AND PRIVATE PROPERTY DAMAGE

PLEASE STATE DESIRED ACTION BY THE OUA BOARD:
FIX IT ~~AA~~ IN COOPERATIVE JOINT EFFORT WITH FEDRL & STATE

PLEASE SUMMARIZE PERTINENT INFORMATION CONCERNING YOUR REQUEST AND ATTACH APPLICABLE DOCUMENTS: THE RECENT WORK HAS REVEALED A VERY SERIOUS SITUATION TO ALL OF CANAL RESIDENTS LIVING IN BUCKHEAD RIDGE — THERE IS A WONDERFUL SOLUTION BUT IT WILL TAKE UNIVERSAL COORDINATION OF FEDERAL/STATE, LOCAL GOV'T & UTILITY

PRESENTATION IS TO BE MADE, HOW MUCH TIME WILL BE REQUIRED? 20 MIN
15 TO PRESENT
5 FOR QUESTIONS

SIGNED BY: Peggy Fultoye-Sterling
DATE: October 29, 2026

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24

NOVEMBER 17, 2026

FINANCE REPORT

24A. September Finance Report

24B. October Finance Report

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24A

NOVEMBER 17, 2026

SEPTEMBER FINANCE REPORT

At year-end of FY26, total revenue at September 30, 2026 was $14,910,977 compare to budget of $14,486,209 resulting in the achievement of 102.9% of budget or a surplus of $424,768.

.	FY26 Actual $	FY25 Actual $	FY24 Actual $
Operating Revenue	14,910,977	14,753,102	13,317,856

The figures above, shows the evolution of total revenue over the last three years.

YTD operating expenditures were $10,120,407 compared with a budget of $11,611,526 yielding a positive variance of $1,491,119 or 12.8%

.	FY26 Actual $	FY25 Actual $	FY24 Actual $
Operating O/Head	10,120,407	9,836,082	8,679,816

FY26 total operating overhead includes provisions/accruals at fiscal yearend, however total variance impacted by:

a. Water masterplan – RFQ out,
b. Full year's budget for GWTP – partially commissioned.
c. Staffing – Unavailability of license operator.

Restricted revenue, which includes interest revenue and capital connection fee generated YTD $2,484,929 or a favorable variance $1,879,352 (310.3%) above YTD budget $605,577. Areas impacting restricted revenue includes:

a. Developer's purchase of ERC's (e.g. Lakefront etc.).
b. Above budgeted infill customers realize.
c. Higher than projected (Fed.) interest on deposit.

Non-operating expenses of $3,560,523 which comprise of depreciation and loan interest are above budget of $3,324,107 due mainly to usage of actual; depreciation compared to estimated depreciation utilized during budget.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2026

As of **The Period Ending** **September 30, 2026**

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

OKEECHOBEE UTILITY AUTHORITY
FINANCIAL SUMMARY COMPARISON

	Operating Revenues				Operating Expenses				Restricted Revenues				
	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)	Cumulative YTD Restricted Budget Variance
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	12,427,335	12,446,060	12,111,708	2.8%	8,106,408	8,274,354	9,396,753	11.9%	1,922,657	2,196,653	504,648	335.3%	1,692,005
Aug-26	13,564,216	13,627,089	13,326,175	2.3%	8,894,434	9,070,068	10,438,378	13.1%	2,230,824	2,318,206	555,112	317.6%	1,763,094
Sep-26	14,753,102	14,910,977	14,486,205	2.9%	9,836,082	10,120,407	11,611,526	12.8%	2,362,084	2,484,929	605,577	310.3%	1,879,352

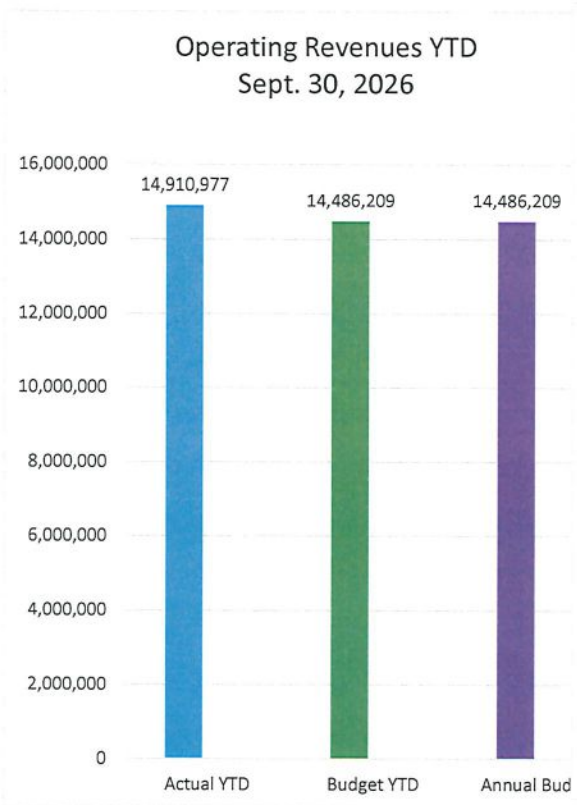
Respectfully,

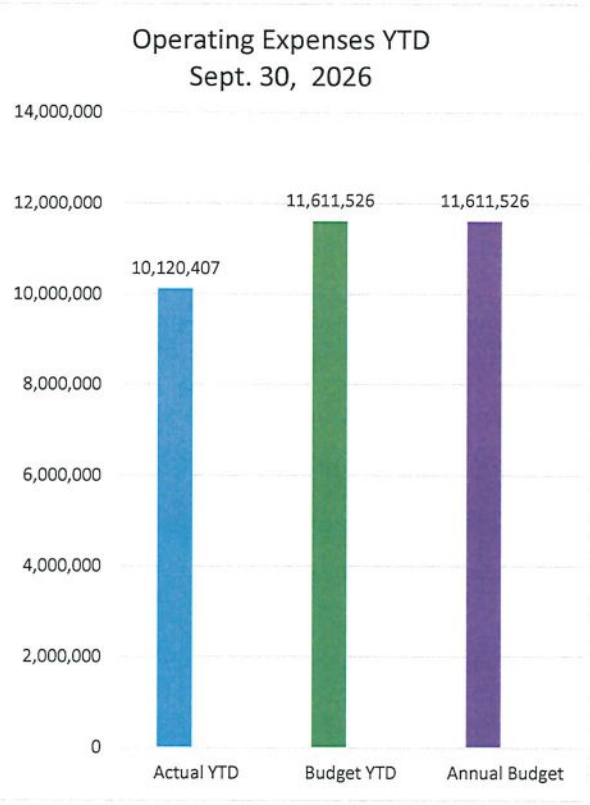
Lauriston Hamilton

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

OPERATING REVENUE FUND	Actual YTD	Budget YTD	Current YTD $ Variance	Current YTD % Variance	Sep-25 Actual
OPERATING REVENUE:					
Water	$ 9,068,545	$ 8,755,444	$ 313,101	3.6%	8,509,180
Sewer	$ 5,482,100	5,365,661	116,439	2.2%	5,721,578
Other Operating Revenue (see detail on page 16)	$ 360,333	365,104	(4,771)	-1.3%	522,346
Total Operating Revenue Received	**$ 14,910,977**	**$ 14,486,209**	**$ 424,768**	**2.9%**	14,753,104
OPERATING EXPENSES:					
Water	$ 2,364,400	$ 2,541,694	$ 177,294	7.0%	2,165,014
Wastewater	$ 1,425,192	$ 1,740,221	315,029	18.1%	1,511,885
Meter Readers	$ 376,386	$ 415,574	39,188	9.4%	346,405
Maintenance	$ 2,891,919	$ 3,244,064	352,145	10.9%	2,852,364
Administration Operating	$ 1,780,849	$ 1,996,058	215,209	10.8%	1,740,389
General & Admin.	$ 1,281,661	$ 1,523,915	242,254	15.9%	1,220,025
Contingency Expense	$ -	$ 150,000	150,000	100.0%	0
Total Operating Expenses Paid (3) (4) (5) (6)	**$ 10,120,407**	**$ 11,611,526**	**$ 1,491,119**	**12.8%**	9,836,082
Net Operating Income	**$ 4,790,570**	**$ 2,874,683**	**$ 1,915,887**	**66.6%**	4,917,022
RESTRICTED REVENUE FUNDS					
RESTRICTED REVENUE FUNDS RECEIVED:					
Fire Hydrant Fund Fee	$ 201,072	$ 106,820	$ 94,252	88.2%	107,702
Water CC Fees (infill)	$ 1,250,696	47,775	1,202,921	2517.9%	320,932
WW CC Fees (infill)	$ 556,012	81,376	474,636	583.3%	1,495,613
Operating Account Interest	$ 333,842	287,423	46,419	16.2%	324,368
Payroll Account Interest	$ 4,298	4,642	(344)	-7.4%	5,222
Restricted Interest Income	$ 139,009	77,541	61,468	79.3%	108,246
TOTAL RESTRICTED REVENUE (1) (2)	**$ 2,484,929**	**$ 605,577**	**$ 1,879,352**	**310.3%**	2,362,083
NON-OPERATING EXPENSES:					
Debt service interest expense	$310,251	$302,134	(8,117)	-2.7%	466,855
Non-cash depreciation & amortization	$3,250,272	$3,021,973	(228,299)	-7.6%	3,108,316
Non-Operating Expenses	$3,560,523	$3,324,107	(236,416)	-10.2%	3,575,171
NET REVENUE BEFORE ITEMS BELOW	**$ 3,714,975**	**$ 156,153**	**$ 3,558,822**	**2279.1%**	3,703,934

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:	$3,514,961	$0	
(3) Debt service principal payments of:	$2,182,992	$2,182,993	
(4) Net Construction In Progress (CIP) Expenditures of:	$5,618,623	$11,548,847	


Operating Revenues YTD
Sept. 30, 2026
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
14,910,977
14,486,209
14,486,209
Actual YTD
Budget YTD
Annual Bud


Operating Expenses YTD
Sept. 30, 2026
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
10,120,407
11,611,526
11,611,526
Actual YTD
Budget YTD
Annual Budget

Current FY-26 Water and Sewer Utility Revenue

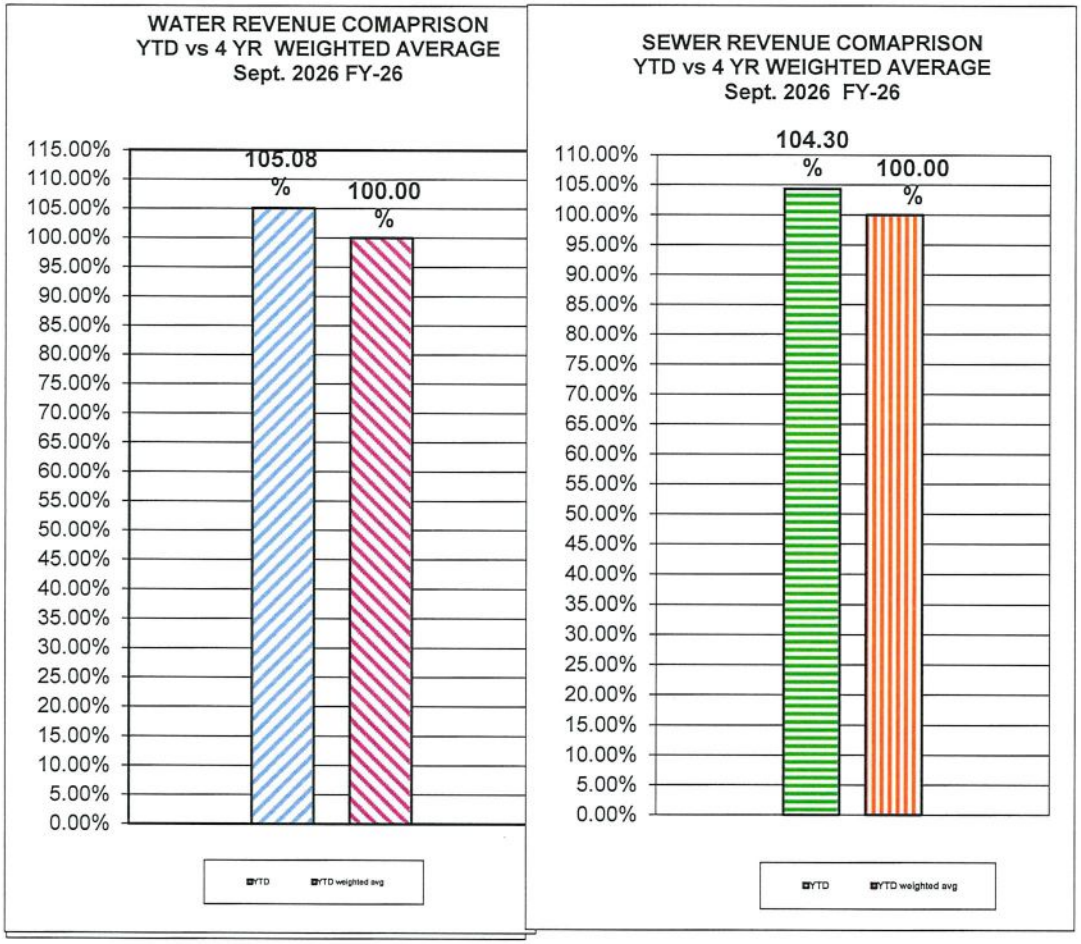
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in $)

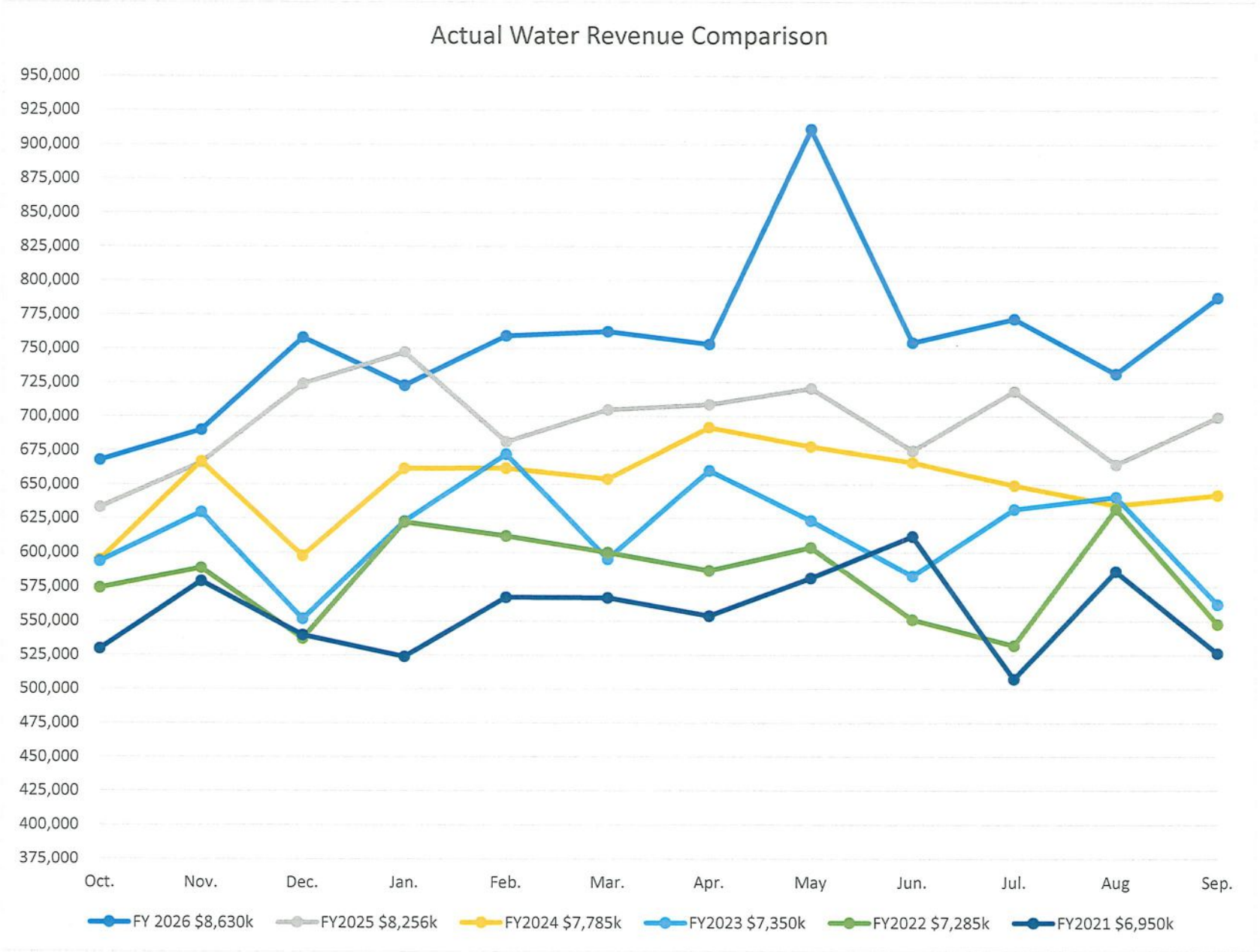
WATER UTILITY REVENUE:	Period	YTD	Monthly $ Difference From 4 Year Weighted Average of $ 7,398,385	% Current YTD Budget Water Revenue $8,629,877	4 Yr Weighted Average %
Oct.	$ 667,715	667,715	$ 77,653	7.74%	7.99%
Nov.	$ 689,906	1,357,621	$ 65,570	15.73%	16.43%
Dec.	$ 757,942	2,115,563	$ 185,716	24.51%	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.	$ 771,658	7,550,004	$ 167,685	87.49%	83.44%
Aug.	$ 731,102	8,281,106	$ 92,813	95.96%	92.09%
Sep.	$ 787,439	9,068,545	$ 201,417	105.08%	100.00%

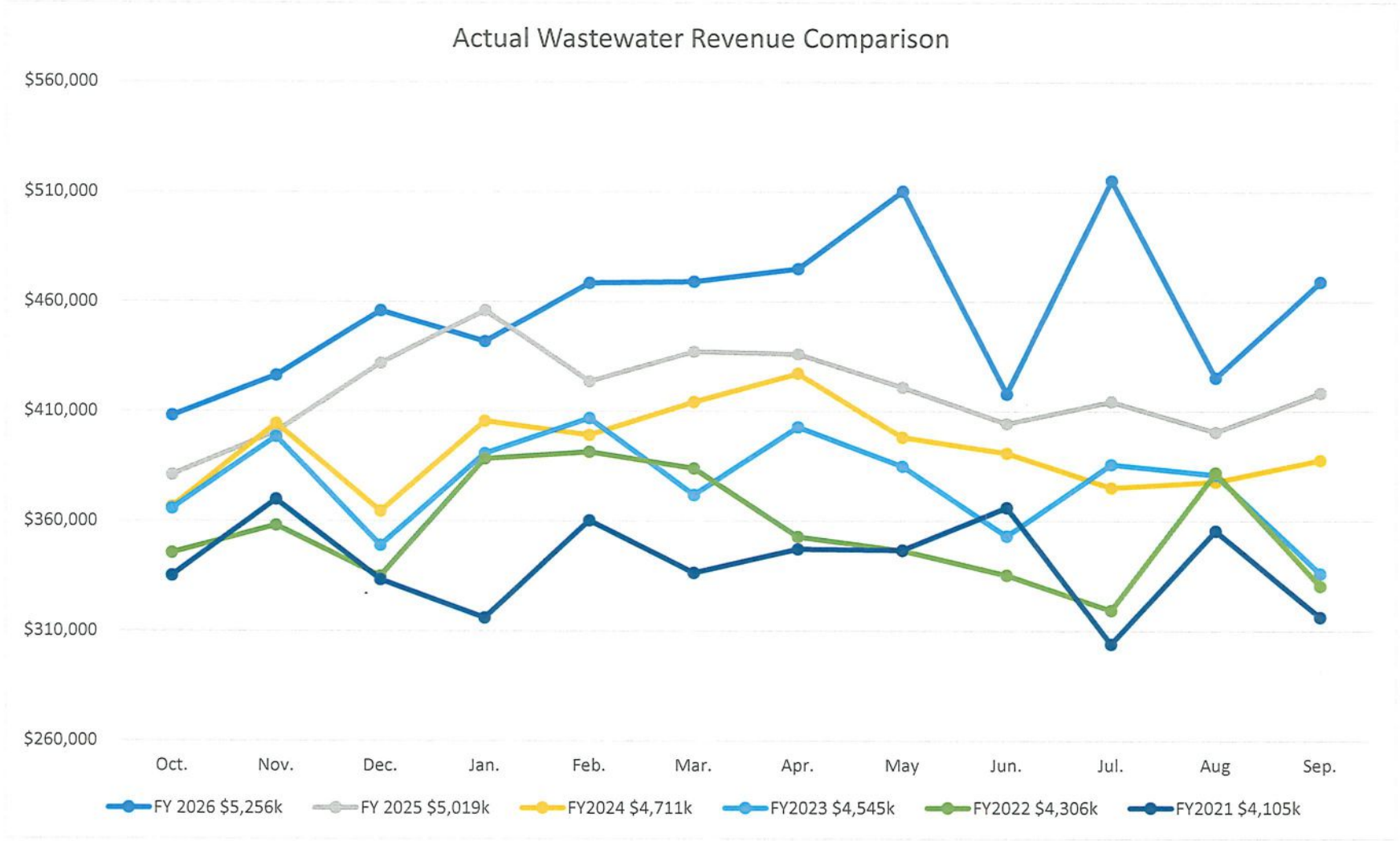
SEWER UTILITY REVENUE:			Monthly $ Difference From 4 Year Weighted Average of $ 4,515,449	% Current YTD To Budgeted Sewer Revenue $5,256,134	
Oct.	$ 408,018	$ 408,018	$ 48,755	7.76%	7.96%
Nov.	$ 426,258	$ 834,276	$ 42,577	15.87%	16.46%
Dec.	$ 455,937	$ 1,290,213	$ 101,255	24.55%	24.31%
Jan.	$ 441,772	$ 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	$ 59,098	77.49%	75.76%
Jul.	$ 515,281	$ 4,588,104	$ 155,433	87.29%	83.72%
Aug.	$ 425,035	$ 5,013,139	$ 42,464	95.38%	92.21%
Sep.	$ 468,961	$ 5,482,100	$ 116,653	104.30%	100.00%

WATER AND SEWER REVENUE COMPARISON

YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE



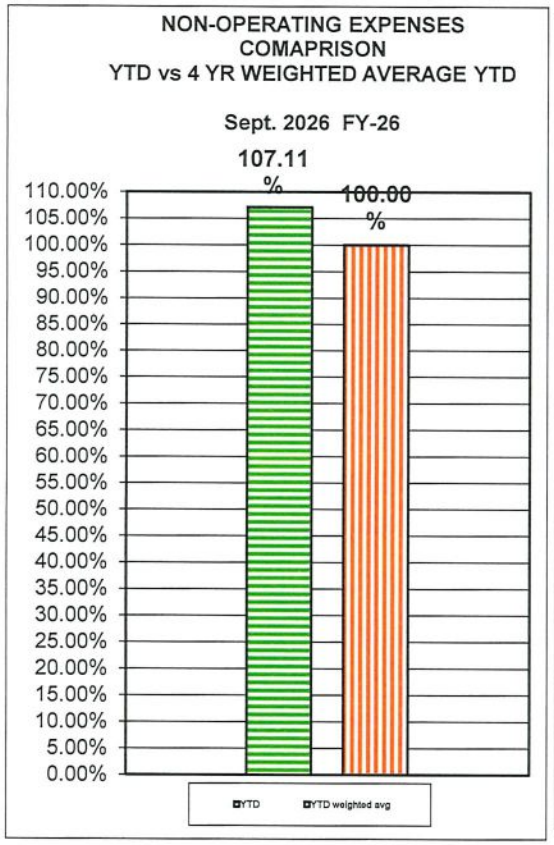

Actual Water Revenue Comparison
950,000
925,000
900,000
875,000
850,000
825,000
800,000
775,000
750,000
725,000
700,000
675,000
650,000
625,000
600,000
575,000
550,000
525,000
500,000
475,000
450,000
425,000
400,000
375,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $8,630k
FY2025 $8,256k
FY2024 $7,785k
FY2023 $7,350k
FY2022 $7,285k
FY2021 $6,950k

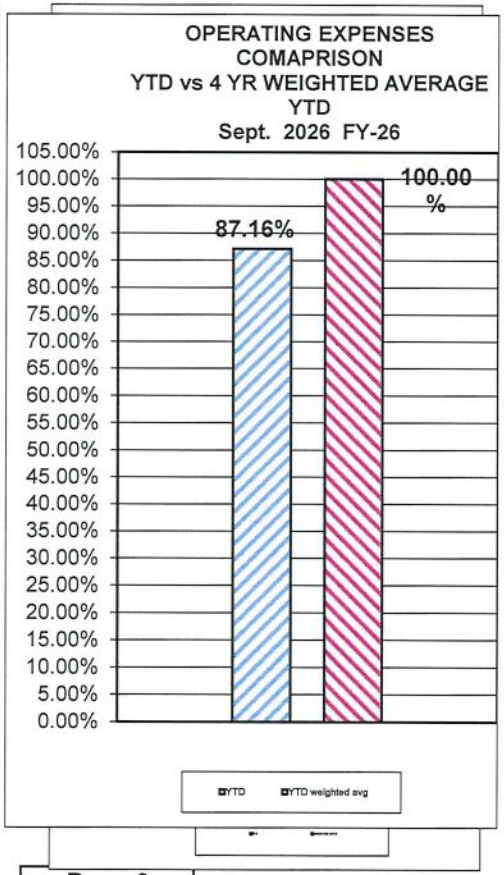

Actual Wastewater Revenue Comparison
$560,000
$510,000
$460,000
$410,000
$360,000
$310,000
$260,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $5,256k
FY 2025 $5,019k
FY2024 $4,711k
FY2023 $4,545k
FY2022 $4,306k
FY2021 $4,105k

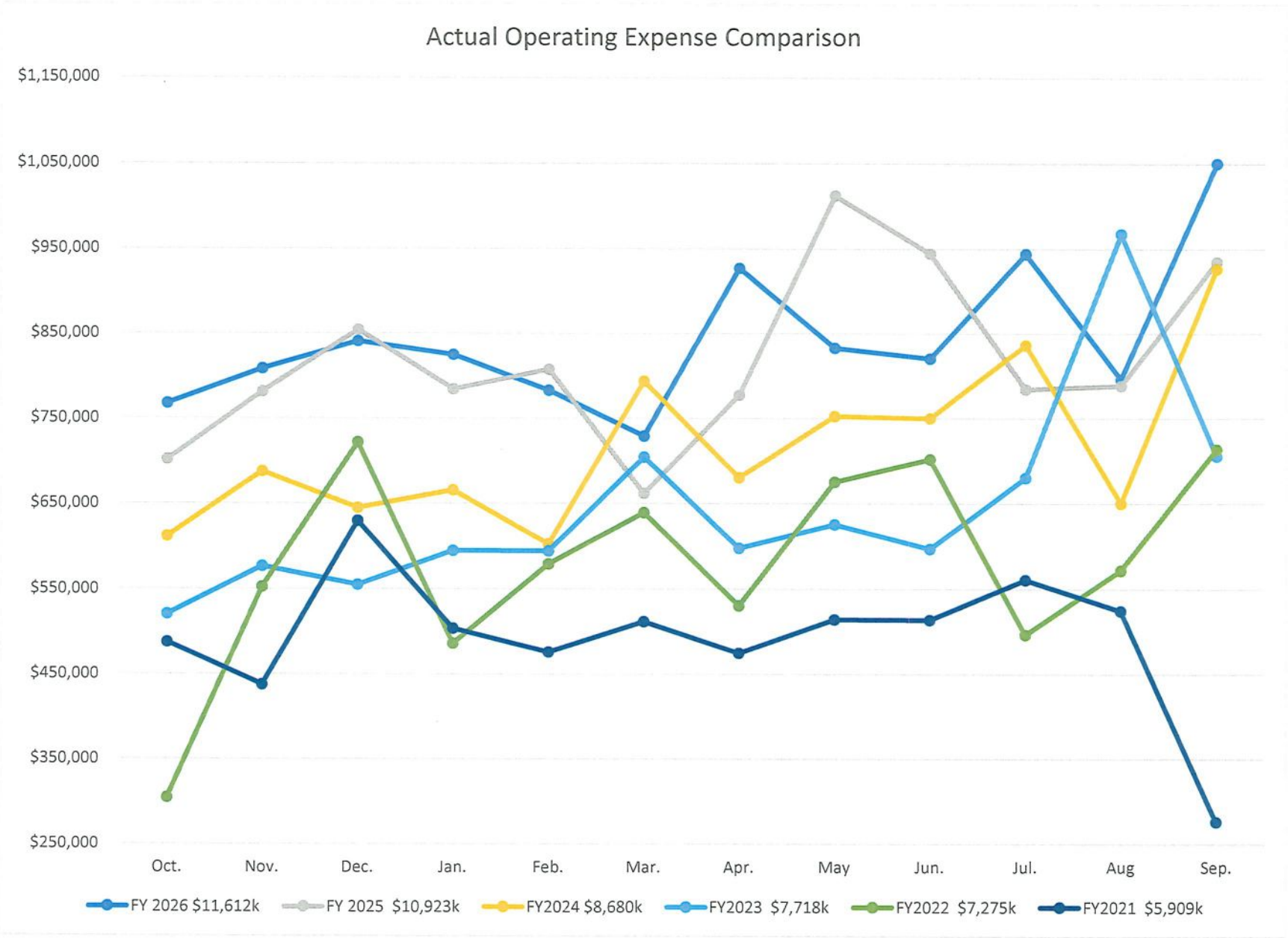
Current FY-26 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in $)

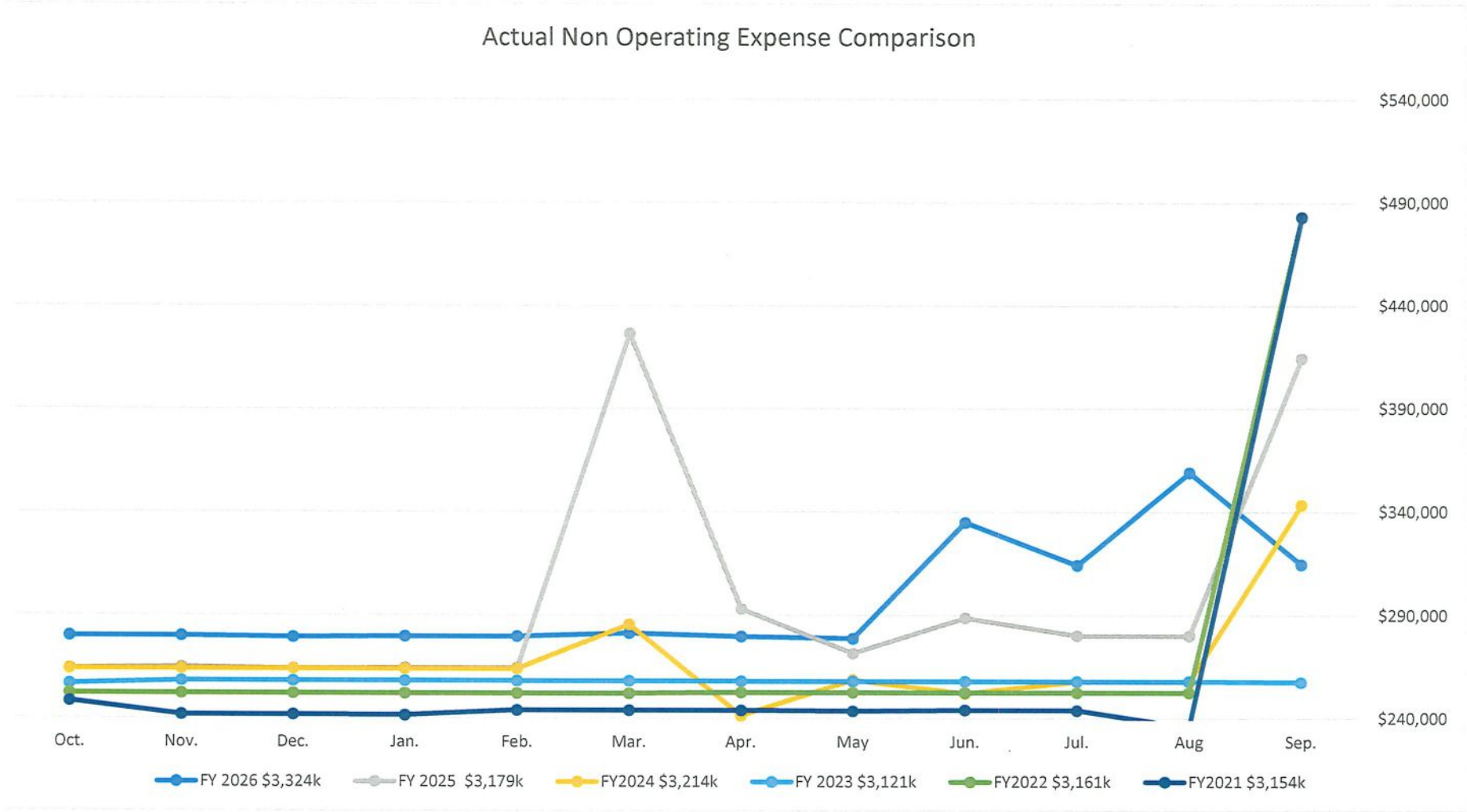
OPERATING EXPENSES:	Period	YTD	$ Difference For the Month From 4 Year Weighted Avg of $ 7,068,674	% Current YTD To Budgeted Operating Exp. $11,611,526	4 Yr Weighted Average
Oct.	$ 767,120	$ 767,120	$ 315,644	6.61%	5.89%
Nov.	$ 807,800	$ 1,574,920	$ 283,170	13.56%	13.68%
Dec.	$ 840,429	$ 2,415,349	$ 156,565	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	$ 209,481	63.13%	72.33%
Jul.	$ 943,711	$ 8,274,354	$ 310,952	71.26%	80.55%
Aug.	$ 795,714	$ 9,070,068	$ 155,844	78.11%	89.89%
Sept.	$ 1,050,339	$ 10,120,407	$ 382,362	87.16%	100.00%

NON-OPERATING EXPENSES:			$ Difference For the Month From 4 Year Weighted Avg of $ 3,064,030	% Current YTD To Budgeted Non-Oper. Exp. $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.	$ 314,209	$ 2,886,997	$ 63,625	86.85%	82.58%
Aug.	$ 358,974	$ 3,245,971	$ 111,615	97.65%	90.80%
Sept.	$ 314,552	$ 3,560,523	$ 5,627	107.11%	100.00%


NON-OPERATING EXPENSES
COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
Sept. 2026 FY-26
107.11 %
100.00 %
110.00%
105.00%
100.00%
95.00%
90.00%
85.00%
80.00%
75.00%
70.00%
65.00%
60.00%
55.00%
50.00%
45.00%
40.00%
35.00%
30.00%
25.00%
20.00%
15.00%
10.00%
5.00%
0.00%
YTD
YTD weighted avg


OPERATING EXPENSES
COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
Sept. 2026 FY-26
87.16%
100.00 %
105.00%
100.00%
95.00%
90.00%
85.00%
80.00%
75.00%
70.00%
65.00%
60.00%
55.00%
50.00%
45.00%
40.00%
35.00%
30.00%
25.00%
20.00%
15.00%
10.00%
5.00%
0.00%
YTD
YTD weighted avg


Actual Operating Expense Comparison
$1,150,000
$1,050,000
$950,000
$850,000
$750,000
$650,000
$550,000
$450,000
$350,000
$250,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $11,612k
FY 2025 $10,923k
FY2024 $8,680k
FY2023 $7,718k
FY2022 $7,275k
FY2021 $5,909k


Actual Non Operating Expense Comparison
$540,000
$490,000
$440,000
$390,000
$340,000
$290,000
$240,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $3,324k
FY 2025 $3,179k
FY2024 $3,214k
FY 2023 $3,121k
FY2022 $3,161k
FY2021 $3,154k

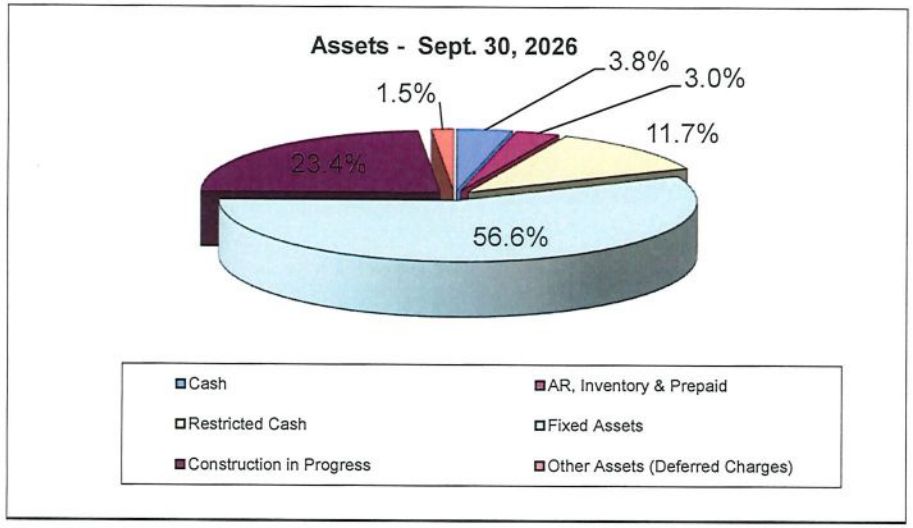
	A	X	Z	AA	AC
88					
89	**Okeechobee Utility Authority**	**Audit**		**UnAudit**	**OUA prepared**
90	**Statement of Cash Flows**				
91	**Basis of Accounting**	**Accrual Basis for Revenues**		**Accrual Basis for Revenues**	**Accrual Basis for Revenues**
92		**Accrual Basis for Expenses**		**Accrual Basis for Expenses**	**Cash Basis for Expenses**
93					
94		**Sept 30, 2024**		**Sept 30, 2025**	**Sept. 30, 2026**
95		**12 Months**		**12 Months**	**12 Month**
96					
97	**Cash Flows from Operations**				
98	Operating Income	1,699,969		1,694,554	1,538,912
99	Depreciation & Amortization	2,825,053		2,825,053	3,250,272
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(2,986,087)		(856,446)	(84,824)
101	Increase (decrease) in cash from changes in accounts payable	905,418		(400,531)	75,495
102	Increase (decrease) in cash from changes in other assets	903,029		(79,232)	(527,016)
103	Increase (decrease) in cash from changes in other liabilities	(138,439)		778,070	237
104	**Cash provided (used) by operations**	3,208,943		3,961,468	4,253,077
105					
106	**Cash Flows from Nonoperating Revenues/Expenses**				
107	Fire Hydrant fees	95,154		100,569	201,072
108	Capital connection fees	459,886		459,886	1,806,707
109	Interest revenue	482,316		482,316	477,149
110	Debt issuance costs	-		0	0
111	Interest expense	(389,434)		(389,434)	(310,251)
112	**Cash provided (used) by nonoperating activities**	647,922		653,337	2,174,678
113					
114	**Cash Flows from Capital and Financing Activities**				
115	Purchase of equipment, computer hardware, & technology equipmment	275,173		(1,776,916)	(724,120)
116	Construction in progress	(8,013,123)		(9,342,294)	(5,571,734)
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)	(2,182,992)
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	3,514,961
124	**Cash provided (used) by capital / financing activities**	(923,346)		(5,151,482)	(3,608,077)
125					
126	**Net increase (decrease) in cash and investments**	2,933,519		(536,677)	2,819,678
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
September 30, 2026

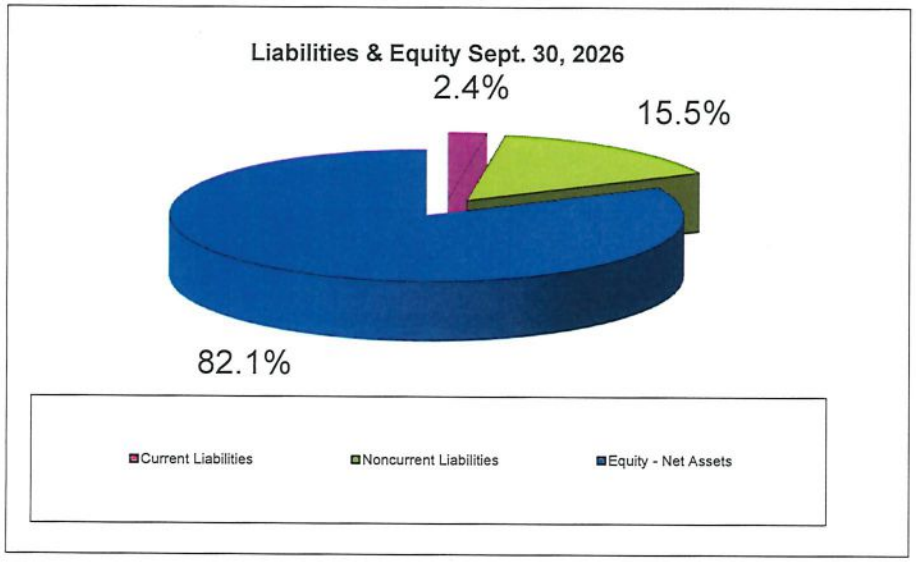
	9/30/2025	09/30/26
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	4,160,215	4,363,920
Unrestricted assets:		
Interest receivable		
Grants receivable		
Restricted assets:		
Cash and cash equivalents	8,612,817	12,836,062
Investments	1,994,673	0
Interest receivable	0	0
Receivables:		
A/R Regular	2,630,518	2,728,383
Due from Other Governments	0	0
less allowance for uncollectible accounts	(131,579)	(144,620)
	2,498,939	2,583,762
Inventories	769,127	781,640
Prepaid Expenses	117,553	96,429
Total current assets	18,153,325	20,661,813
NONCURRENT ASSETS		
Capital assets:		
Land	3,651,772	3,798,689
Utility plants, buildings and equipment	120,649,511	124,438,072
	124,301,282	128,236,761
Less accumulated depreciation	(59,669,618)	(62,526,148)
	64,631,664	65,710,613
Construction in progress	21,659,574	27,231,308
Total capital assets	86,291,239	92,941,922
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	174,830	115,457
Total Deferred charges:	635,503	476,768
Total noncurrent assets	87,562,602	94,689,539
TOTAL ASSETS	105,715,926	115,351,352

LIABILITIES AND NET ASSETS

	9/30/2025	09/30/26
CURRENT LIABILITIES		
Accounts payable	941,360	1,016,855
Accrued expenses	139,243	0
Due to other governments	39,402	45,489
Bonds payable (current)	0	0
Accrued compensated absences & bonus (current)	484,653	319,234
Payable from restricted assets		
Accrued interest	43,015	52,907
Customer Deposits	536,470	559,811
Total current liabilities	2,184,142	1,994,296
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
SBITA Liability -BS&A	0	221,360
Unearned revenues:		
Developer agreements	424,402	424,402
Total noncurrent liabilities	19,712,051	18,015,997
TOTAL LIABILITIES	21,896,192	20,010,293
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	35,467,638
YTD Surplus of Revenue over Expenses	5,929,518	9,055,868
Total net position	83,819,734	95,341,059
TOTAL LIABILITIES AND NET POSITION	105,715,926	115,351,352



Cash	4,363,920	**3.8%**
AR, Inventory & Prepaid	3,461,831	**3.0%**
Restricted Cash	13,611,062	**11.7%**
Fixed Assets	65,710,613	**56.6%**
Construction in Progress	27,231,308	**23.4%**
Other Assets (Deferred Charges)	1,747,617	**1.5%**
Total Assets	**116,126,352**	



Current Liabilities	2,769,296	**2.4%**
Noncurrent Liabilities	18,015,997	**15.5%**
Equity - Net Assets	95,341,058	**82.1%**
Total Liab & Equity	**116,126,352**	

Okeechobee Utility Authority
Detail of Sept. 30, 2026 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

Accounts included in Other Operating Revenue:		Actual Amount YTD	Amount Per Budget YTD	$ Variance From Budget YTD
Private Fire Protection		$ 109,873	111,188	(1,315)
Penalties & Late Charges		$ 122,489	157,569	(35,080)
Gain/Loss Sale of Assets	C	1,386	0	1,386
Ag Land Lease		$ 3,505	3,505	0
Merchant & Misc. Revenue	D	$ 123,080	92,842	30,238
Totals		$ 360,333	$ 365,104	$ (4,771)

A Other Revenue-Water includes:
- Water service inspection fees
- Backflow prevention fees
- After hours charges
- Meter relocation charges
- Bench test charges

B Other Revenue-Sewer includes:
- Wastewater service line inspection fees

C Gain/Loss on Sale of Assets

D Miscellaneous Revenue includes:
- Administration charges
- Charges for damage and repair to system:
  - Parts and labor used
  - Equipment charges

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 24B

NOVEMBER 17, 2026

OCTOBER FINANCE REPORT

At the end of October 2026, first fiscal month in FY27, total revenue was $1,178,188 compared with YTD budget of $1,144,427 resulting in the achievement of 103% of budget or a surplus of $33,761.

.	FY27 Actual $	FY27 Budget $	FY26 Actual $
Operating Revenue	1,178,188	1,144,427	1,105,934

With the passing of the first month of the fiscal year, there were no unexpected activities affecting projected income.

YTD operating expenditures were $885,786 compare with budget of $826,691 yielding a negative variance of $59,095 or 7.1%

	FY27 Actual $	FY27 Budget $	FY26 Actual $
Operating O/Head	885,786	826,691	847,120

Excess overhead spending during the month of October were due to:

- Heavy rain rainfall which resulted in flooding at lift stations thereby requiring above scheduled overtime by maintenance & wastewater staff.
- Excess usage of chemical to regulate the quality of water from the lake.
- High than usual cost was also experienced during recent downpour (11/1-11/3) which required the sourcing of outside pump trucks to assist with clean up.

Restricted revenue, which includes interest revenue and capital connection fee generated YTD $71,864 or a favorable variance $12,095 (20.1%) above YTD budget $59,859. Areas impacting restricted revenue includes:

Non-operating expenses of $326,397 which comprise of depreciation and loan interest were in-line with budget of $327,298.

Balance Sheet

There was no material change to the balance sheet between 10/25 & 10/26 except for: the continued expansion of the Authority's network as shown in the rise in total capital asset

Customer Connections as at 10.31.26

Total connection (billed customers) as at October 31, 2026 were:

	09.30.26	10.31.26	Change
Water	10,362	10,364	+2
Wastewater	4,686	4,842	+156

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

Okeechobee Utility Authority

Finance Report

Fiscal Year 2027

As of **The Period Ending** **October 31, 2026**

OKEECHOBEE UTILITY AUTHORITY
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Operating Activity Comparisons:	
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Balance Sheet as of	Pages 10-11
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Okeechobee Utility Authority
Executive Summary
Prepared by Finance Director

OKEECHOBEE UTILITY AUTHORITY
FINANCIAL SUMMARY COMPARISON

	Operating Revenues				Operating Expenses				Restricted Revenues				
	Actual YTD FY26	Actual YTD FY27	Budget YTD FY27	% Variance (FY 27 vs Bud. FY27)	Actual YTD FY26	Actual YTD FY27	Budget YTD FY27	% Variance (FY27 vs Bud FY27)	Actual YTD FY 26	Actual YTD FY 27	Budget YTD FY27	% Variance (FY 27 vs Bud FY 27)	Cumulative YTD Restricted Budget Variance
Oct-25	1,055,766	1,178,188	1,144,427	3.0%	701,456	885,786	826,691	-7.1%	53,124	71,864	59,859	20.1%	12,005
Nov-25				#DIV/0!				#DIV/0!				#DIV/0!	-
Dec-25				#DIV/0!				#DIV/0!				#DIV/0!	-
Jan-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Feb-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Mar-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Apr-26				#DIV/0!				#DIV/0!				#DIV/0!	-
May-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Jun-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Jul-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Aug-26				#DIV/0!				#DIV/0!				#DIV/0!	-
Sep-26				#DIV/0!				#DIV/0!				#DIV/0!	-

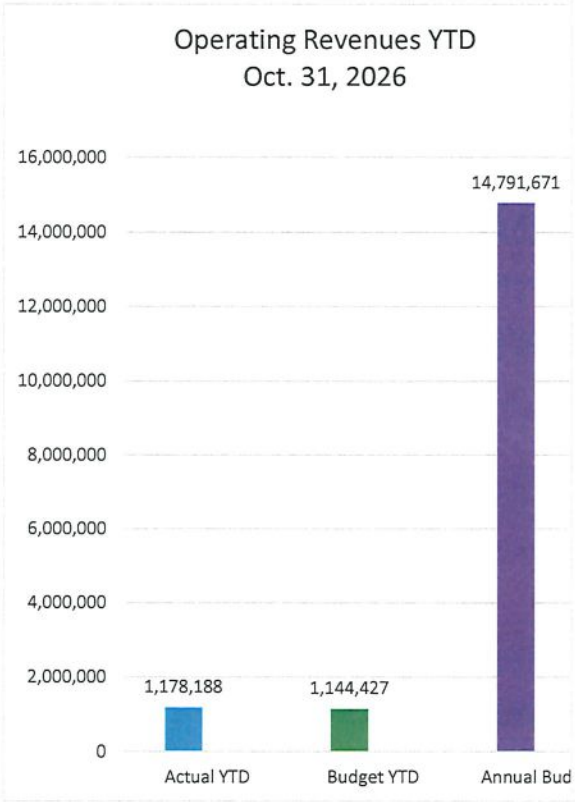
Respectfully,

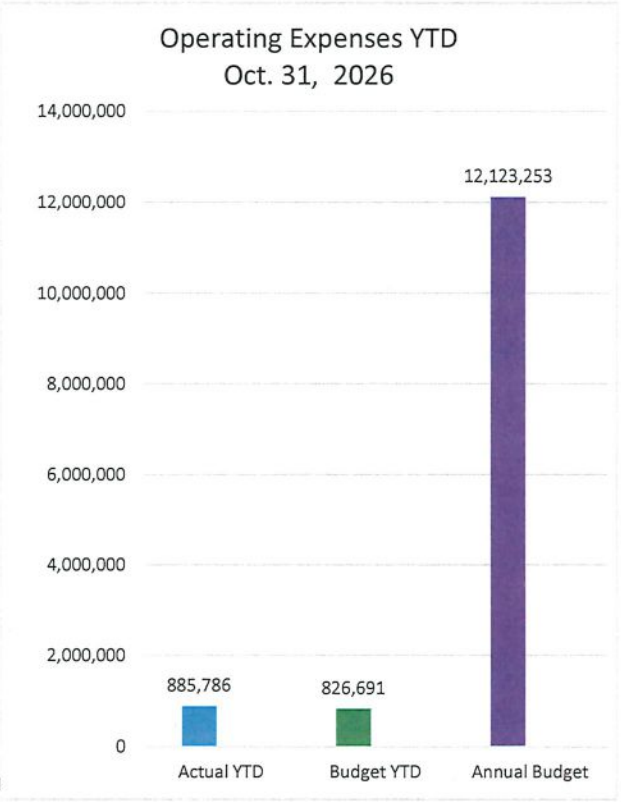
Lauriston Hamilton

Okeechobee Utility Authority
FY 2026 Finance Report for Oct. 31, 2026
The Period Ending

OPERATING REVENUE FUND	Actual YTD	Budget YTD	Current YTD $ Variance	Current YTD % Variance	Oct-25 Actual
OPERATING REVENUE:					
Water	$ 717,256	$ 686,773	$ 30,483	4.4%	667,715
Sewer	$ 436,272	426,425	9,848	2.3%	408,018
Other Operating Revenue (see detail on page 16)	$ 24,660	31,229	(6,569)	-21.0%	30,201
Total Operating Revenue Received	$ 1,178,188	$ 1,144,427	$ 33,761	3.0%	1,105,934
OPERATING EXPENSES:					
Water	$ 204,977	$ 181,521	$ (23,456)	-12.9%	198,540
Wastewater	$ 125,582	$ 122,908	(2,674)	-2.2%	128,589
Meter Readers	$ 33,538	$ 29,959	(3,579)	-11.9%	25,524
Maintenance	$ 299,207	$ 235,043	(64,163)	-27.3%	233,866
Administration Operating	$ 132,979	$ 133,335	357	0.3%	135,081
General & Admin.	$ 89,504	$ 113,695	24,191	21.3%	125,520
Contingency Expense	$ -	$ 10,229	10,229	100.0%	0
Total Operating Expenses Paid (3) (4) (5) (6)	$ 885,786	$ 826,691	$ (59,095)	-7.1%	847,120
Net Operating Income	$ 292,402	$ 317,736	$ (25,334)	-8.0%	258,814
RESTRICTED REVENUE FUNDS					
RESTRICTED REVENUE FUNDS RECEIVED:					
Fire Hydrant Fund Fee	$ 13,827	$ 17,636	$ (3,810)	-21.6%	12,592
Water CC Fees (infill)	$ 5,964	4,142	1,822	44.0%	5,964
WW CC Fees (infill)	$ 11,589	3,863	7,726	200.0%	7,113
Operating Account Interest	$ 31,042	23,692	7,350	31.0%	25,491
Payroll Account Interest	$ 368	314	54	17.2%	449
Restricted Interest Income	$ 9,074	10,212	(1,138)	-11.1%	11,572
TOTAL RESTRICTED REVENUE (1) (2)	$ 71,864	$ 59,859	$ 12,005	20.1%	63,181
NON-OPERATING EXPENSES:					
Debt service interest expense	$24,276	$22,164	(2,113)	-9.5%	31,027
Non-cash depreciation & amortization	$302,120	$305,134	3,014	1.0%	251,950
Non-Operating Expenses	$326,397	$327,298	901	-8.5%	282,977
NET REVENUE BEFORE ITEMS BELOW	$ 37,869	$ 50,297	$ (12,428)	-24.7%	39,018

NOTES: Above Revenue and Expense does not include the following:	Actual YTD	Annual Budget	Variance
(1) Grant funds & state appropriations of:	$0	$12,747,000	
(2) Contributed capital of:	$0	$0	
(3) Debt service principal payments of:	$0	$2,235,008	
(4) Net Construction In Progress (CIP) Expenditures of:	$0	$10,500,000	


Operating Revenues YTD
Oct. 31, 2026
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
1,178,188
1,144,427
14,791,671
Actual YTD
Budget YTD
Annual Bud


Operating Expenses YTD
Oct. 31, 2026
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
885,786
826,691
12,123,253
Actual YTD
Budget YTD
Annual Budget

Current FY-27 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in $)

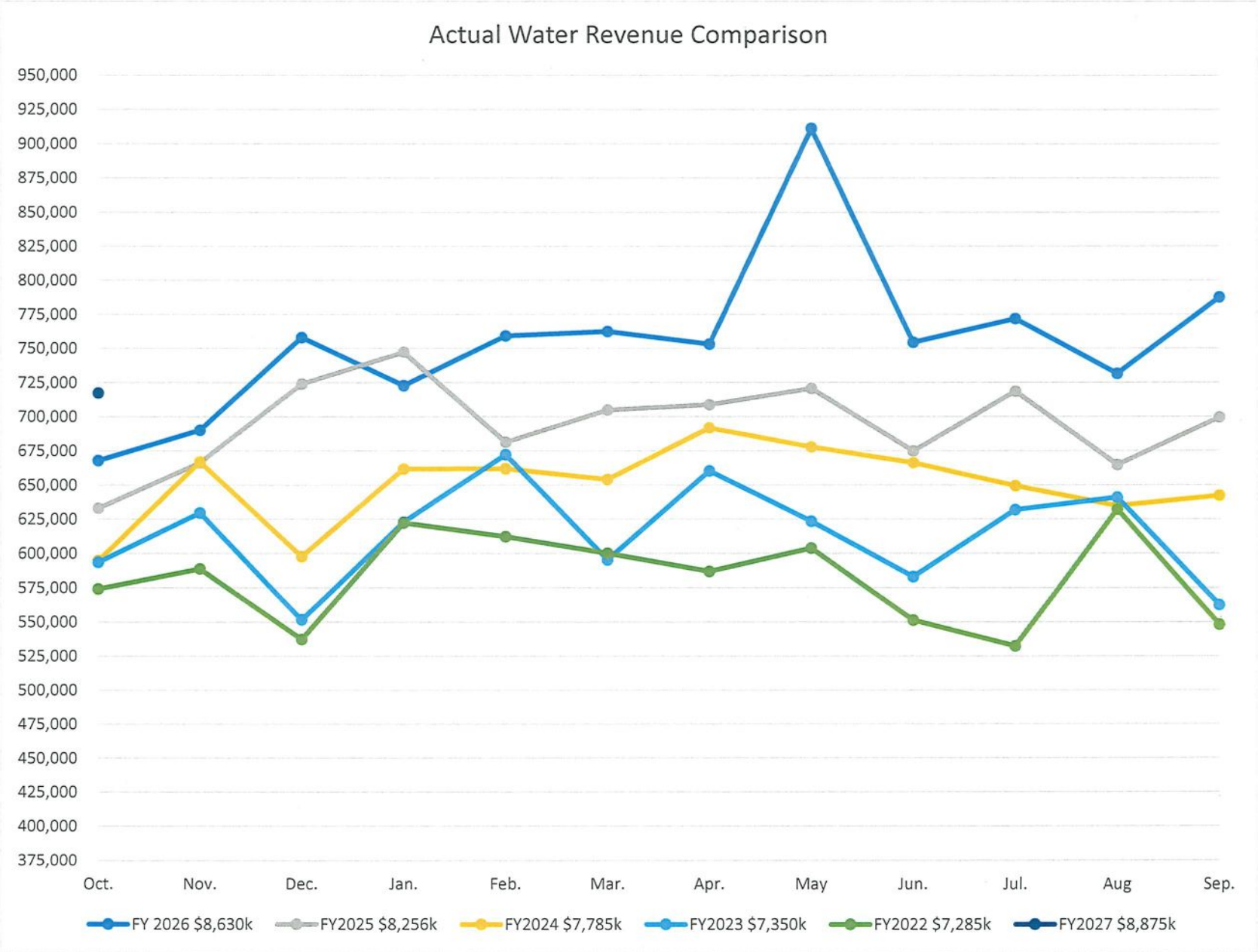
WATER UTILITY REVENUE:	Period	YTD	Monthly $ Difference From 4 Year Weighted Average of $ 8,143,393	% Current YTD Budget Water Revenue $8,874,754	4 Yr Weighted Average %
Oct.	$ 717,256	717,256	$ 94,734	8.08%	6.82%
Nov.	$ -	-	$ -	0.00%	7.80%
Dec.	$ -	-	$ -	0.00%	7.99%
Jan.	$ -	-	$ -	0.00%	7.74%
Feb.	$ -	-	$ -	0.00%	7.68%
Mar.	$ -	-	$ -	0.00%	8.29%
Apr.	$ -	-	$ -	0.00%	7.82%
May	$ -	-	$ -	0.00%	9.15%
Jun.	$ -	-	$ -	0.00%	8.82%
Jul.	$ -	-	$ -	0.00%	8.66%
Aug.	$ -	-	$ -	0.00%	9.11%
Sep.	$ -	-	$ -	0.00%	10.13%
					100.00%

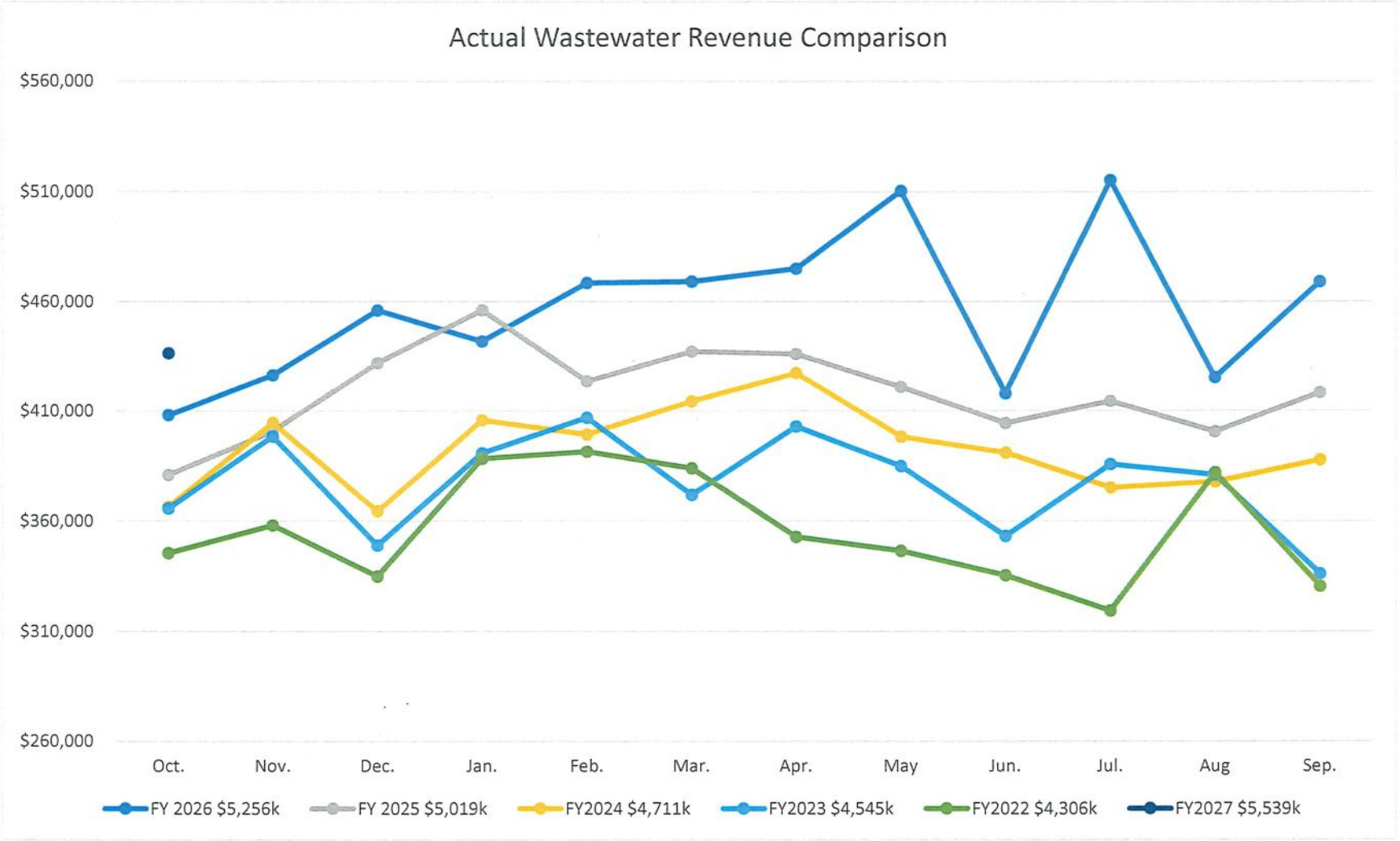
SEWER UTILITY REVENUE:			Monthly $ Difference From 4 Year Weighted Average of $ 4,940,683	% Current YTD To Budgeted Sewer Revenue $5,538,664	4 Yrs. Weighted Average %
Oct.	$ 436,272	$ 436,272	$ 55,886	7.88%	7.70%
Nov.	$ -	$ -	$ -	0.00%	8.25%
Dec.	$ -	$ -	$ -	0.00%	8.10%
Jan.	$ -	$ -	$ -	0.00%	8.57%
Feb.	$ -	$ -	$ -	0.00%	8.69%
Mar.	$ -	$ -	$ -	0.00%	8.56%
Apr.	$ -	$ -	$ -	0.00%	8.81%
May	$ -	$ -	$ -	0.00%	8.67%
Jun.	$ -	$ -	$ -	0.00%	7.92%
Jul.	$ -	$ -	$ -	0.00%	8.55%
Aug.	$ -	$ -	$ -	0.00%	8.02%
Sep.	$ -	$ -	$ -	0.00%	8.15%
					100.0000%

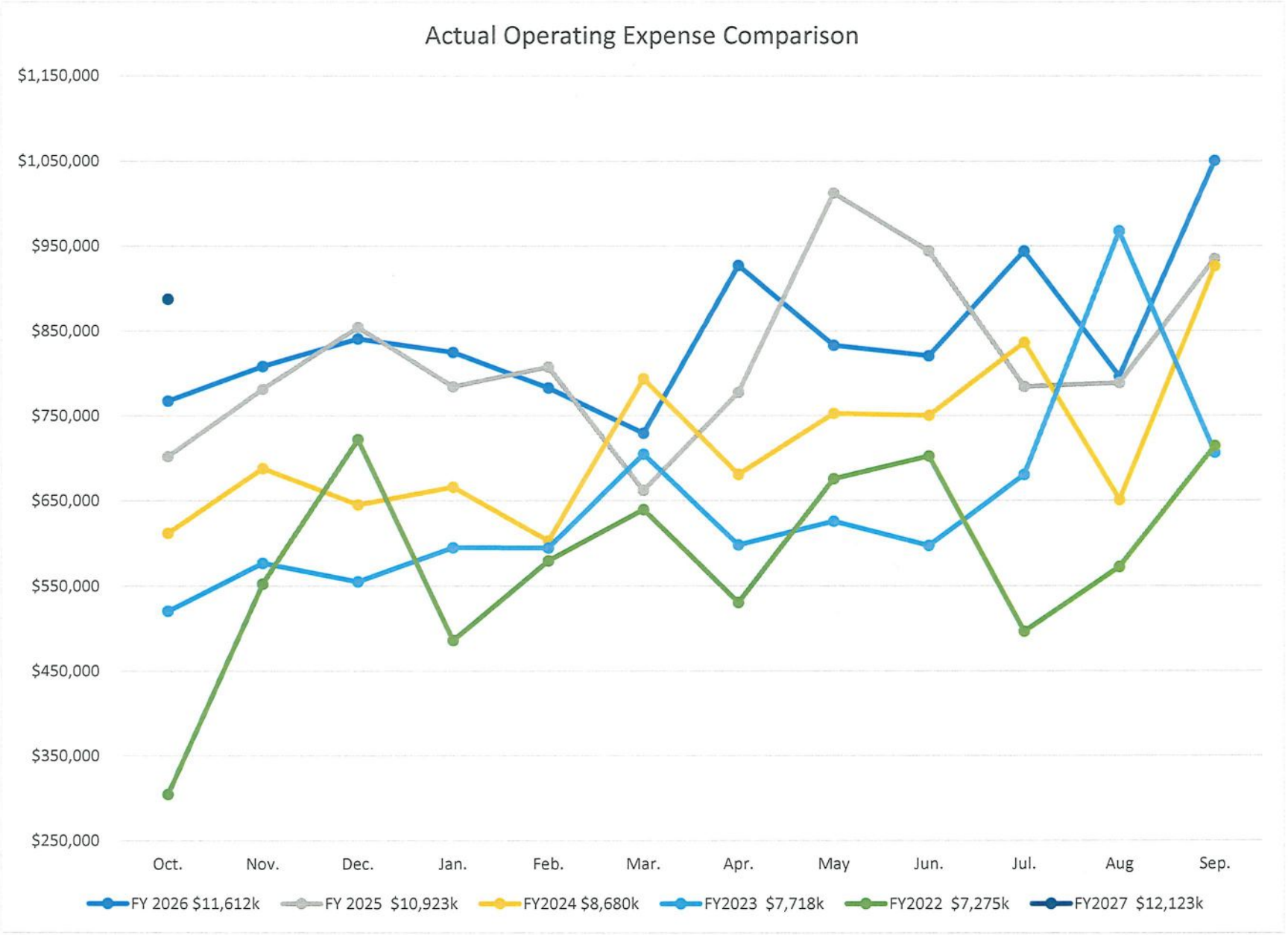
Current FY-27 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in $)

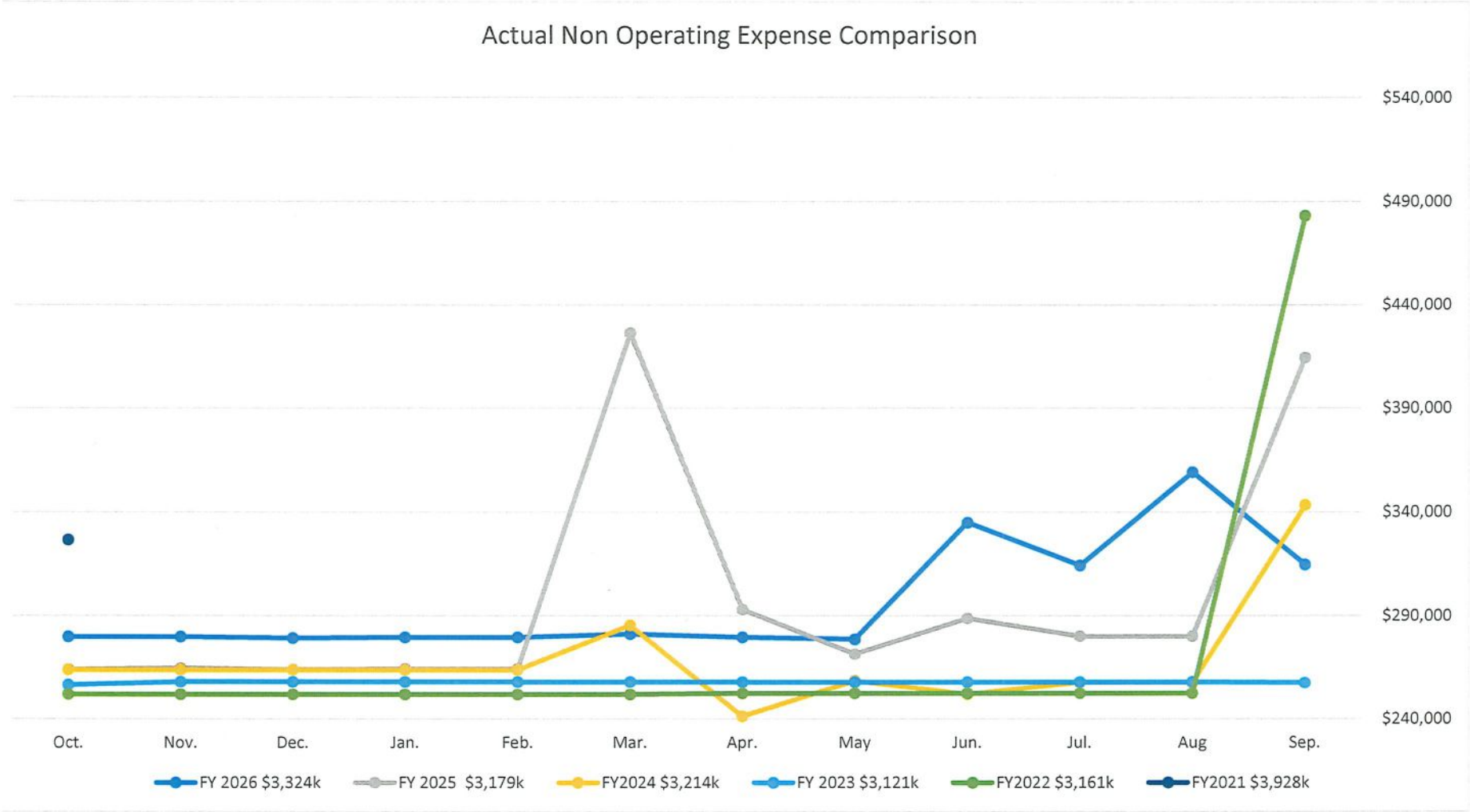
OPERATING EXPENSES:	Period	YTD	$ Difference For the Month From 4 Year Weighted Avg of	% Current YTD To Budgeted	4 Yr Weighted
			$ 9,461,339	Operating Exp. $12,123,253	Average
Oct.	$ 885,786	$ 885,786	$ 240,612	7.31%	6.82%
Nov.	$ -	$ -	$ -	0.00%	7.80%
Dec.	$ -	$ -	$ -	0.00%	7.99%
Jan.	$ -	$ -	$ -	0.00%	7.74%
Feb.	$ -	$ -	$ -	0.00%	7.68%
Mar.	$ -	$ -	$ -	0.00%	8.29%
Apr.	$ -	$ -	$ -	0.00%	7.82%
May	$ -	$ -	$ -	0.00%	9.15%
Jun.	$ -	$ -	$ -	0.00%	8.82%
Jul.	$ -	$ -	$ -	0.00%	8.66%
Aug.	$ -	$ -	$ -	0.00%	9.11%
Sept.	$ -	$ -	$ -	0.00%	10.13%
					100.00%

NON-OPERATING EXPENSES:			$ Difference For the Month From 4 Year Weighted Avg of	% Current YTD To Budgeted	4 Yrs. Weighted
			$ 3,064,030	Non-Oper. Exp. $3,927,571	Average
Oct.	$ 326,397	$ 326,397	$ 73,857	8.31%	8.19%
Nov.	$ -	$ -	$ -	0.00%	16.40%
Dec.	$ -	$ -	$ -	0.00%	24.60%
Jan.	$ -	$ -	$ -	0.00%	32.81%
Feb.	$ -	$ -	$ -	0.00%	41.02%
Mar.	$ -	$ -	$ -	0.00%	49.81%
Apr.	$ -	$ -	$ -	0.00%	57.96%
May	$ -	$ -	$ -	0.00%	66.16%
Jun.	$ -	$ -	$ -	0.00%	74.37%
Jul.	$ -	$ -	$ -	0.00%	82.58%
Aug.	$ -	$ -	$ -	0.00%	90.80%
Sept.	$ -	$ -	$ -	0.00%	100.00%


Actual Water Revenue Comparison
950,000
925,000
900,000
875,000
850,000
825,000
800,000
775,000
750,000
725,000
700,000
675,000
650,000
625,000
600,000
575,000
550,000
525,000
500,000
475,000
450,000
425,000
400,000
375,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $8,630k
FY2025 $8,256k
FY2024 $7,785k
FY2023 $7,350k
FY2022 $7,285k
FY2027 $8,875k


Actual Wastewater Revenue Comparison
$560,000
$510,000
$460,000
$410,000
$360,000
$310,000
$260,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $5,256k
FY 2025 $5,019k
FY2024 $4,711k
FY2023 $4,545k
FY2022 $4,306k
FY2027 $5,539k


Actual Operating Expense Comparison
$1,150,000
$1,050,000
$950,000
$850,000
$750,000
$650,000
$550,000
$450,000
$350,000
$250,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $11,612k
FY 2025 $10,923k
FY2024 $8,680k
FY2023 $7,718k
FY2022 $7,275k
FY2027 $12,123k

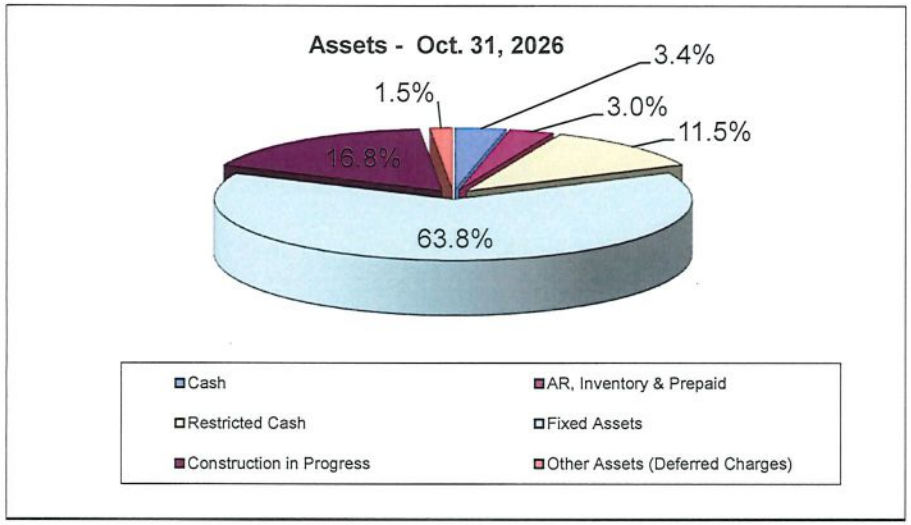

Actual Non Operating Expense Comparison
$540,000
$490,000
$440,000
$390,000
$340,000
$290,000
$240,000
Oct.
Nov.
Dec.
Jan.
Feb.
Mar.
Apr.
May
Jun.
Jul.
Aug
Sep.
FY 2026 $3,324k
FY 2025 $3,179k
FY2024 $3,214k
FY 2023 $3,121k
FY2022 $3,161k
FY2021 $3,928k

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
October 31, 2026

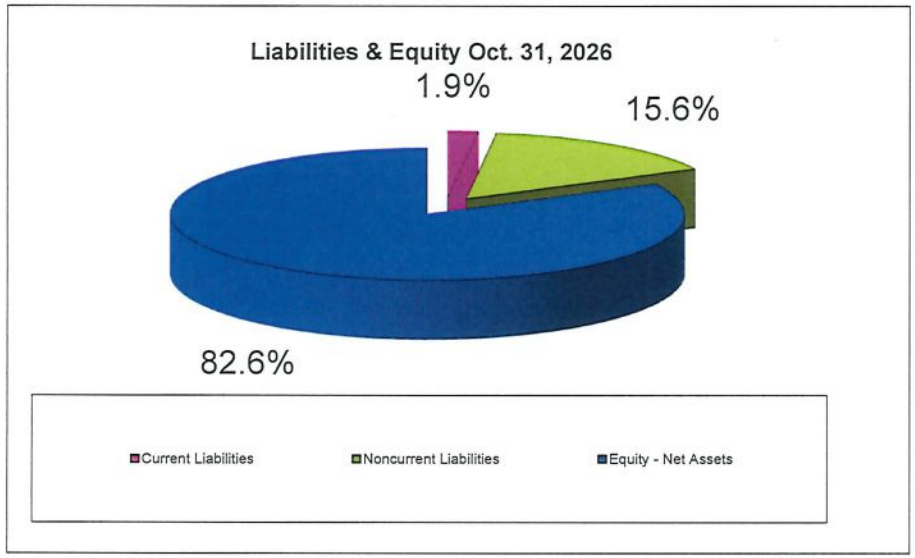
ASSETS CURRENT ASSETS	10/31/2025	10/31/26
Cash and cash equivalents	3,431,656	3,971,427
Unrestricted assets:		
Interest receivable		
Grants receivable		
Restricted assets:		
Cash and cash equivalents	11,323,504	13,269,698
Investments	0	0
Interest receivable	0	0
Receivables:		
A/R Regular	2,685,412	2,757,405
Due from Other Governments	0	0
less allowance for uncollectible accounts	(131,931)	(194,938)
	2,553,480	2,562,467
Inventories	792,509	774,699
Prepaid Expenses	207,693	152,343
Total current assets	18,308,842	20,730,635
NONCURRENT ASSETS		
Capital assets:		
Land	3,651,772	3,798,689
Utility plants, buildings and equipment	120,710,471	133,261,302
	124,362,242	137,059,991
Less accumulated depreciation	(59,900,438)	(63,299,465)
	64,461,804	73,760,525
Construction in progress	21,770,324	19,390,716
Total capital assets	86,232,128	93,151,242
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	169,882	110,509
Total Deferred charges:	630,555	471,820
Total noncurrent assets	87,498,543	94,893,911
TOTAL ASSETS	105,807,385	115,624,546

LIABILITIES AND NET ASSETS	10/31/2025	10/31/26
CURRENT LIABILITIES		
Accounts payable	865,645	1,211,491
Accrued expenses	60,831	7,397
Due to other governments	39,404	49,825
Bonds payable (current)	2,182,996	2,235,008
Accrued compensated absences & bonus (current)	457,402	337,727
Payable from restricted assets		
Accrued interest	69,094	77,819
Customer Deposits	538,451	479,610
Total current liabilities	4,213,822	4,398,877
NONCURRENT LIABILITIES		
Long-term portion of bonds payable, net	15,768,541	13,533,533
Accrued OPEB payable	262,809	307,186
Net Pension Liability	0	0
Deferred Pension Inflow from Actuarial Calculation	1,073,306	1,294,508
SBITA Liability -BS&A/CIVIL3D	0	195,156
Unearned revenues:		
Developer agreements	424,402	424,402
Total noncurrent liabilities	17,529,058	15,754,785
TOTAL LIABILITIES	21,742,880	20,153,662
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	35,467,638
YTD Surplus of Revenue over Expenses	6,174,292	9,185,693
Total net position	84,064,508	95,470,884
TOTAL LIABILITIES AND NET POSITION	105,807,385	115,624,546

	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**	**Oct. 31, 2026**
95		**12 Months**		**12 Months**	**1 Month**
96					
97	**Cash Flows from Operations**				
98	Operating Income	1,699,969		1,694,554	8,282
99	Depreciation & Amortization	2,825,053		2,825,053	284,120
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(2,986,087)		(856,446)	(63,528)
101	Increase (decrease) in cash from changes in accounts payable	905,418		(400,531)	270,131
102	Increase (decrease) in cash from changes in other assets	903,029		(79,232)	(575,989)
103	Increase (decrease) in cash from changes in other liabilities	(138,439)		778,070	(24,826)
104	**Cash provided (used) by operations**	3,208,943		3,961,468	(101,810)
105					
106	**Cash Flows from Nonoperating Revenues/Expenses**				
107	Fire Hydrant fees	95,154		100,569	13,827
108	Capital connection fees	459,886		459,886	17,553
109	Interest revenue	482,316		482,316	40,484
110	Debt issuance costs	-		0	0
111	Interest expense	(389,434)		(389,434)	(24,276)
112	**Cash provided (used) by nonoperating activities**	647,922		653,337	47,587
113					
114	**Cash Flows from Capital and Financing Activities**				
115	Purchase of equipment, computer hardware, & technology equipmment	275,173		(1,776,916)	(24,530)
116	Construction in progress	(8,013,123)		(9,342,294)	2,268,858
117	Acquisition of land, easements and related costs	-		(338,132)	-
118	Sale of land and or equipment	-		-	0
119	Gain (Loss) on sale of land and equipment	16,104		17,864	-
120	Bond principal payments	(2,153,620)		(2,153,619)	-
121	Loan Received - South State Bank			5,430,487	
122	Grant revenue & FEMA reimbursement	8,459,653		2,696,921	-
123	Capital contributions from developers	492,467		314,207	-
124	**Cash provided (used) by capital / financing activities**	(923,346)		(5,151,482)	2,244,328
125					
126	**Net increase (decrease) in cash and investments**	2,933,519		(536,677)	2,190,105
127	**This unaudited cash flow statement is subject to adjustments.**				
128	**The unaudited balance sheet on pages 13 & 14 is subject to adjustments.**				



Cash	3,971,427	**3.4%**
AR, Inventory & Prepaid	3,489,509	**3.0%**
Restricted Cash	13,269,698	**11.5%**
Fixed Assets	73,760,525	**63.8%**
Construction in Progress	19,390,716	**16.8%**
Other Assets (Deferred Charges)	1,742,669	**1.5%**
Total Assets	**115,624,546**	



Current Liabilities	2,163,869	**1.9%**
Noncurrent Liabilities	17,989,793	**15.6%**
Equity - Net Assets	95,470,884	**82.6%**
Total Liab & Equity	**115,624,546**	

Okeechobee Utility Authority
Detail of Oct. 31, 2026 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

Accounts included in Other Operating Revenue:		Actual Amount YTD	Amount Per Budget YTD	$ Variance From Budget YTD
Private Fire Protection		$ 9,337	9,095	242
Penalties & Late Charges		$ 8,882	9,900	(1,018)
Gain/Loss Sale of Assets	C	0	0	0
Ag Land Lease		$ -	0	0
Merchant & Misc. Revenue	D	$ 6,441	12,234	(5,793)
Totals		$ 24,660	$ 31,229	$ (6,569)

A Other Revenue-Water includes:
- Water service inspection fees
- Backflow prevention fees
- After hours charges
- Meter relocation charges
- Bench test charges

B Other Revenue-Sewer includes:
- Wastewater service line inspection fees

C Gain/Loss on Sale of Assets

D Miscellaneous Revenue includes:
- Administration charges
- Charges for damage and repair to system:
  - Parts and labor used
  - Equipment charges

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 25

NOVEMBER 17, 2026

RATIFICATION OF CONSENT AGENDA ITEMS APPROVED BY EMAIL

Due to the lack of a quorum at the October 20, 2026 meeting, the Consent Agenda items listed below were submitted to the Board for consideration and approval via email. The required Board members voted on and approved the items electronically.

Staff requests that the Board formally ratify and confirm the prior email votes and approvals of the following Consent Agenda items:

4. Invoice from CHA Consulting, Inc. – Pine Ridge Park Expansion Project
5. Invoice from CHA Consulting, Inc. – Vacuum Station 2 Generator Replacement
6. Invoice from Marmer Construction, Inc. – SW 5th Avenue Vacuum Sewer Project, Phase I
7. Invoice from Craig A. Smith & Associates, LLC – NE 16th Avenue Water Main Improvements
8. Invoice from Eau Gallie Electric, Inc. – Vacuum Pump Station No. 2 Generator Replacement
9. Invoice from Kimley-Horn and Associates, Inc. – Treasure Island Septic-to-Sewer Project
10. Invoice from Go Underground Utilities, LLC – Pine Ridge Park Expansion Project
11. Invoice from Sumner Engineering & Consulting, Inc. – NW15 Pump Station Rehabilitation
12. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie System Improvements
13. Invoice from Sumner Engineering & Consulting, Inc. – SW 5th Avenue Vacuum Sewer Project, Phase I
14. Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic-to-Sewer Connections, Phase I, Lots J through AA
15. Invoice from Sumner Engineering & Consulting, Inc. – SWSA Septic-to-Sewer Connections, Phase I, Lots G, H, and I
16. Invoice from Nason Yeager Gerson Harris & Fumero, P.A. – Legal Services
17. Invoice from Conely & Conely, P.A. – Legal Services
18. Invoice from Thorn Run Partners
19. Invoice from MacVicar Consulting, Inc.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 26

NOVEMBER 17, 2026

RATIFICATION OF TIME SENSITIVE AGENDA ITEMS APPROVED BY EMAIL

Due to the lack of a quorum at the October 20, 2026 meeting, time the sensitive Agenda items listed below were submitted to the Board for consideration and approval via email. The required Board members voted on and approved the items electronically.

Staff requests that the Board formally ratify and confirm the prior email votes and approvals of the following time sensitive Agenda items:

20. Approval of Meeting Minutes from August 18, 2026

25. 2026 OUA Water Master Plan – Engineering Request for Qualifications/Proposals

26. Invoice from Quality Plumbing of Sarasota and Fehl Safe Plumbing and Water Systems, LLC – VPS #4 Group A Septic-to-Sewer Connections

27. Invoice from Quality Plumbing of Sarasota and Fehl Safe Plumbing and Water Systems, LLC – VPS #4 Group B Septic-to-Sewer Connections

28. SW 5th Avenue Septic-to-Sewer Project, Phase I – Vacuum Equipment Direct Purchase

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

410 NW 2nd Street
Okeechobee, FL 34972
863.763.9474

October 14, 2026

Okeechobee Utility Authority
Attn: Greg Kennedy, Executive Director
100 SW 5th Avenue
Okeechobee, FL 34974

RE: SW 5th Avenue Phase 1
Recommendation for Owner Direct Purchase of Vacuum Equipment

Greg:

As previously discussed, OUA has the contractual authority to direct-purchase certain equipment related to the SW 5th Avenue project, if it is financially advantageous to do so. The contract between OUA and Marmer construction specifically listed vacuum equipment, standby generator, and odor control unit as items that would be directly purchased in order to save sales tax.

At this time, we are recommending moving forward with issuing a purchase order (PO) to Airvac Vacuum Technology Solutions for vacuum station equipment and vacuum linework equipment (pit assemblies) in the amount of $611,400 (see attached proposal from Airvac to Marmer reflecting current contract quantities.) At the next Board meeting, we will be presenting a deductive change order in the amount of $651,741.65, reflecting $40,341.65 in savings to OUA.

Kindly let me know if you have any questions regarding the direct purchase or our recommendation. Thank you.

Sincerely,
Sumner Engineering & Consulting, Inc.

Jeffrey M Sumner, PE
President

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 27

NOVEMBER 17, 2026

RATIFICATION OF CONSTRUCTION MATERIALS TESTING SERVICES PROPOSAL SW 5TH AVENUE VACUUM SEWER PROJECT, PHASE 1, VACUUM STATION 6 AND BRANCH B

Requested Board Action:

Approval to ratify the acceptance of the proposal submitted by Andersen Andre Consulting Engineers, Inc. (AACE) for construction materials testing services associated with the OUA SW 5th Avenue Vacuum Sewer Project, Phase 1, Vacuum Station 6 and Branch B, in Okeechobee County, Florida, at an estimated cost of **$70,200.00.**

Background:

As part of the OUA SW 5th Avenue Vacuum Sewer Project, Phase 1, construction activities will include the installation of a new vacuum station (VS No. 6), approximately 4,050 linear feet of vacuum mains, 23 vacuum pit assemblies, approximately 1,150 square yards of asphalt restoration, and approximately 200 square yards of driveway restoration.

Andersen Andre Consulting Engineers, Inc. (AACE) submitted a proposal to provide construction materials testing services during the project. Based on its experience with the recently completed SWSA Vacuum System, AACE recommends providing a Senior Field Technician on-site on a near full-time basis to accommodate construction testing requirements, minimize scheduling delays, and reduce potential contractor standby time.

The proposal anticipates approximately 20 weeks (100 working days) of on-site technician services at an estimated cost of $70,200.00. Actual costs will be based on services performed in accordance with AACE's unit fee schedule. AACE has agreed to provide advance notification if it appears the estimated amount will be exceeded.

Recommendation:

Staff recommends that the Board ratify the acceptance of Andersen Andre Consulting Engineers, Inc.'s proposal for construction materials testing services for the OUA SW 5th Avenue Vacuum Sewer Project, Phase 1, Vacuum Station 6 and Branch B, at an estimated cost of $70,200.00

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE Proposal No. P26-3506
September 3, 2026

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

Attention: Mr. Greg Kennedy
Executive Director

PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES
OUA SW 5TH AVENUE VACUUM SEWER PROJECT PHASE 1,
VACUUM STATION 6 AND BRANCH B
OKEECHOBEE COUNTY, FLORIDA

As requested, Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to present this proposal for construction materials testing services during utility improvements for the above-referenced project. Specifically, based on information provided to us and on our cursory review of the Contract Documents (prepared by CHA, dated February 9, 2026), we understand that this phase of the project consists of a new vacuum station (VS No. 6), the installation of 4,050 LF of vacuum mains (in open-cut trenches with 3 feet of cover), and the installation of 23 vacuum pit assemblies. The project also includes an estimated 1,150 SY of asphalt restoration, and approximately 200 SY of various driveway restoration.

Based on our experience during the construction of the recently completed SWSA Vacuum System, it is our opinion that this project will continue to benefit from having a testing technician on-site on a near full-time basis, rather than a "per-test" basis. This staffing approach reduces the need for the contractor to repeatedly schedule the technician 24 hours in advance to staff every testing need, eliminates the frequently contested "standby" time where four (4) density tests need to be performed per hour, and benefits the contractor who will frequently encounter challenging soil and/or moisture conditions. Therefore, for the purposes of this proposal, we have assumed that an AACE Senior Field Technician will be on-site for approximately 20 weeks (100 working days).

We estimate the cost of our services will be approximately $70,200.00, as itemized below. The actual cost of AACE's testing services will be a function of work actually performed in accordance with the attached unit fee schedule. Contractor efficiency, methodology and changes in testing frequencies may affect the testing cost. We will notify you in advance if it appears that the cost estimate will be exceeded.

To authorize us to proceed with this project, please execute and return to us a copy of the attached Professional Services Agreement form or a Purchase Order number. If you have any questions or if we can provide any additional information, please feel free to contact us at your convenience.

Best Regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer

Peter G. Andersen, P.E.
Principal Engineer

Man-hours (Engineering Consultations, Reporting, etc.):

- Senior Field Technician; 20 weeks. x 5 days/week x 6 hours/day @ $75.00/hour $45,000.00
- Senior Project Engineer; 20 weeks x 3 hours/week @ $150.00/hour. $9,000.00
- Technical Secretary; 20 weeks x 3 hours/week @ $55.00/hour $3,300.00
- Trip Charges; 100 trip charges @ $75.00/trip $7,500.00

Laboratory Testing:

- LBR (if needed); 4 tests @ $350.00/test $1,400.00
- 5 Proctor Tests @ $110.00/test. $550.00

Concrete Testing:

- Driveways (if needed) - 15 sets of 4-cylinder concrete specimen (tested at 7, 28, 28 days and Hold) @ $115.00/set. $1,725.00
- VS No. 6 Construction - 15 sets @ $115.00/set. $1,725.00

PROJECT TOTAL: $70,200.00

The following conditions apply to this project:

(1) Unit rates apply to standard working days, Monday through Friday, 7:00 a.m to 6:00 p.m. Testing and hourly rates will be increased by 50% for weekend, holiday or after-hours services.

(2) Neither asphalt testing (either in the field or laboratory) or paving inspections are included in this proposal.

(3) If our testing estimate for a specific work element is insufficient for that particular activity, resources from another work element can be used without prior authorization from the client as long as our total cost estimate is not exceeded. We will notify you in advance if it appears that the cost estimate presented in the attached unit fee schedule will be exceeded.

(4) Soil sample or concrete specimen pickup for laboratory testing (e.g., Proctor testing) will be billed at $75.00/hour if not scheduled with other work.

(5) We note that the number of sets of concrete cylinders is dependent on numerous factors, such as the size and duration of pours. For example, if numerous "smaller" pours (e.g., <10-yard pours) occur during construction, our estimate for the number of sets of concrete cylinders may be exceeded, thus requiring revision of this proposal to account for this testing cost increase.

(6) AACE's field technicians and engineers do not direct or witness the performance of any work. Neither the presence of an AACE representative on-site nor the observation and testing performed by our firm implies AACE's responsibility for defects discovered in the construction work.

(7) AACE will not be responsible for job or site safety for this project; job site safety will be the sole responsibility of the contractor.

ANDERSEN ANDRE CONSULTING ENGINEERS, Inc.

PROFESSIONAL SERVICES AGREEMENT

AACE Proposal No: P26-3506

Project Name: CONSTRUCTION MATERIALS TESTING - OUA SW 5TH AVENUE VACUUM SEWER PROJECT PHASE 1, VACUUM STATION 6 AND BRANCH B

Client: Okeechobee Utility Authority
Attention: Mr. Greg Kennedy, Executive Director

Address: 100 SW 5th Avenue
Okeechobee, Florida 34974

Client hereby requests and authorizes Andersen Andre Consulting Engineers, Inc. ("AACE") to perform the following services:

Provide materials testing services for the OUA SW 5TH AVENUE VACUUM SEWER PROJECT PHASE 1, VACUUM STATION 6 AND BRANCH B, as described herein.

Estimated Budget:

$70,200.00

Payment Terms:

Net 30 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½% per month following the due date.

Proposal Acceptance:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions appearing on the reverse side of this page are incorporated herein by reference. In the event this Professional Services Agreement was received by facsimile or via email, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions have been made available and are incorporated in this agreement.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Proposal Acceptance:

Accepted by **CLIENT:**

By: Greg Kennedy

Name: Greg Kennedy

Title: Executive Director

Date: October 22, 2026

Accepted for **AACE:**

By:

Name: David P. Andre, P.E.

Title: Principal Engineer

Date: September 3, 2026

GENERAL CONDITIONS

1 - Parties And Scope Of Work: Andersen Andre Consulting Engineers, Inc. (hereinafter referred to as "AACE") shall include said company, its individual professionals, particular division, subsidiary or affiliate performing the Work. "Work" means the specific geotechnical, analytical, testing, environmental or other service to be performed by AACE as set forth in AACE's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by AACE. If the client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said Work. Further, Client shall disclose any such agency relationship to AACE in writing before the commencement of AACE's Work hereunder. Client agrees that AACE's professional duties are specifically limited to the Work as set forth in AACE's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of AACE's Work. AACE's Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall AACE have any duty or obligation to any third party. The ordering of Work from AACE shall constitute acceptance of the terms of AACE's proposal and these General Conditions.

2 - Scheduling of Work: If AACE is required to delay commencement of the work, or if, upon embarking on its work, AACE is required to stop, delay or otherwise interrupt the progress of work as a result of changes in the scope of work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of AACE, additional charges will be applicable and payable by the Client.

3 - Responsibility: AACE's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. AACE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. AACE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.

4 - Payment: Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

5 - Right-of-Entry: Unless otherwise agreed, Client will furnish right-of-entry on the property for AACE to make the planned borings, surveys, and/or explorations. AACE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, AACE will accomplish this and add the cost to its fee.

6 - Damage to Existing Man-made Objects: It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, AACE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to defend, indemnify and save harmless AACE from all claims, suits, losses, personal injuries, death and property liability resulting from subsurface conditions or damages to subsurface structures or man made objects, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to AACE in writing, whether such claims or damages are caused in whole or in part by AACE, and agree to reimburse AACE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to $1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AACE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

7 - Warranty and Limitation of Liability: AACE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and AACE is promptly notified in writing prior to one year after completion of such portion of the services, AACE will re-perform such portion of the services, or if re-performance is impracticable, AACE will refund the amount of compensation paid to AACE for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall AACE be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or $50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of AACE's liability by agreeing to pay AACE an additional sum as agreed in writing prior to the commencement of AACE's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless AACE and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by AACE, or claims against AACE arising from the work of others. This indemnification provision extends to claims against AACE which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface. Client's obligation to indemnify is limited to $1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AACE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

8 - Sampling or Testing Location: Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

9 - Sample Handling and Retention : Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and AACE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, AACE will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of AACE's report to Client free of storage charges. After the initial 30 days and upon written request, AACE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), AACE will, after completion of testing and at Client's expense: (I) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that AACE is acting as a bailee and at no time does AACE assume title of said waste.

10 - Discovery of Unanticipated Hazardous Materials: Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. AACE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AACE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AACE to take immediate measures to protect health and safety. AACE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages AACE to take any and all measures that, in AACE's professional opinion, are justified to preserve and protect the health and safety of AACE's personnel and the public. Client agrees to compensate AACE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against AACE, and agrees to defend, indemnify and save AACE harmless from any claim or liability for injury or loss arising from AACE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate AACE for any time spent and expenses incurred by AACE in defense of any such claim, with such compensation to be based upon AACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

11 - Joint and Several Liability: The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make AACE partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for AACE to be exposed to such an action, because AACE had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against AACE, and agrees to defend, indemnify and save AACE harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold AACE responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate AACE for any time spent and expenses incurred by AACE in defense of any such claim, with such compensation to be based upon AACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

12 - Legal Jurisdiction: The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in St. Lucie County, Florida. All causes of action arising out of AACE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of final payment for acts or failures to act occurring after substantial completion of the Work.

13 - Force Majeure: AACE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of Gods, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 28

NOVEMBER 17, 2026

PROJECT 2 SEPTIC TO SEWER CONNECTIONS

On October 22nd, bids were received and opened for three zones (M, N, & O) within VPS #5. Separate discussions and bid tabulations follow.

VPS # 5 Group M

Meeks Plumbing, Inc. submitted the sole bid for Group M which totaled to $75,710.51. OUA staff reviewed the bid for compliance with the solicitation requirements, evaluated the proposed pricing, verified the contractor's references, and confirmed its readiness to proceed. The proposed prices are generally consistent with bids previously received for comparable work.

Meeks Plumbing, Inc. Bid

	Bid	Net Property Owner
3238 SW 20TH ST	$2,700.03	$0.00
3282 SW 20TH ST	$2,850.03	$0.00
3283 SW 20TH ST	$3,007.03	$0.00
3306 SW 20TH ST	$3,327.03	$0.00
3307 SW 20TH ST	$3,047.03	$0.00
3328 SW 20TH ST	$3,007.03	$0.00
3329 SW 20TH ST	$3,327.03	$0.00
3352 SW 20TH ST	$2,988.53	$0.00
3353 SW 20TH ST	$3,305.53	$0.00
3374 SW 20TH ST	$2,730.03	$0.00
3375 SW 20TH ST	$3,185.53	$0.00
3396 SW 20TH ST	$2,533.03	$0.00
3397 SW 20TH ST	$3,225.53	$0.00
3420 SW 20TH ST	$2,988.53	$0.00
3421 SW 20TH ST	$3,524.03	$0.00
3443 SW 20TH ST	$2,314.53	$0.00
2050 SW 34TH TER	$2,650.03	$0.00

OUA staff is recommending approval of the Meeks Plumbing, Inc. bid of $75,710.51 for the VPS #5 Group M septic to sewer project.

10/27/2026	Last Edited		Meek's Plumbing, Inc.		
Mobilization		LS	$3,800.00		
Indemnification		LS	$0.00		
Safety		LS	$0.00		
MOT		LS	$0.00		
			Sub-Total	$3,800.00		
			Number of Connections	17		
			Per Connection Costs	$223.53		
	3238 SW 20TH ST		$223.53	$2,476.50	**$2,700.03**
Sitework	3282 SW 20TH ST		$223.53	$2,626.50	**$2,850.03**
	3283 SW 20TH ST		$223.53	$2,783.50	**$3,007.03**
	3306 SW 20TH ST		$223.53	$3,103.50	**$3,327.03**
	3307 SW 20TH ST		$223.53	$2,823.50	**$3,047.03**
	3328 SW 20TH ST		$223.53	$2,783.50	**$3,007.03**
	3329 SW 20TH ST		$223.53	$3,103.50	**$3,327.03**
	3352 SW 20TH ST		$223.53	$2,765.00	**$2,988.53**
	3353 SW 20TH ST		$223.53	$3,082.00	**$3,305.53**
	3374 SW 20TH ST		$223.53	$2,506.50	**$2,730.03**
	3375 SW 20TH ST		$223.53	$2,962.00	**$3,185.53**
	3396 SW 20TH ST		$223.53	$2,309.50	**$2,533.03**
	3397 SW 20TH ST		$223.53	$3,002.00	**$3,225.53**
	3420 SW 20TH ST		$223.53	$2,765.00	**$2,988.53**
	3421 SW 20TH ST		$223.53	$3,300.50	**$3,524.03**
	3443 SW 20TH ST		$223.53	$2,091.00	**$2,314.53**
	2050 SW 34TH TER		$223.53	$2,426.50	**$2,650.03**
Contingency Allowance		LS			**$25,000.00**
		TOTA			**$75,710.51**

VPS # 5 Group N

Meeks Plumbing, Inc. submitted the sole bid for Group N which totaled to $85,839.98. OUA staff reviewed the bid for compliance with the solicitation requirements, evaluated the proposed pricing, verified the contractor's references, and confirmed its readiness to proceed. The proposed prices are generally consistent with bids previously received for comparable work.

Meeks Plumbing, Inc.

	Bid	Net Property Owner
1851 SW 34TH TER	$2,302.11	$0.00
1901 SW 34TH TER	$2,142.11	$0.00
3502 SW 19TH ST	$4,127.11	$527.11
3503 SW 19TH ST	$3,333.11	$0.00
3524 SW 19TH ST	$5,038.11	$1,438.11
3525 SW 19TH ST	$3,333.11	$0.00
3548 SW 19TH ST	$3,173.11	$0.00
3549 SW 19TH ST	$3,274.61	$0.00
3571 SW 19TH ST	$4,230.61	$630.61
3594 SW 19TH ST	$3,293.11	$0.00
3595 SW 19TH ST	$3,570.11	$0.00
3616 SW 19TH ST	$4,270.61	$670.61
3617 SW 19TH ST	$3,056.11	$0.00
3639 SW 19TH ST	$3,690.11	$90.11
3662 SW 19TH ST	$3,631.61	$31.61
3663 SW 19TH ST	$3,850.11	$250.11
1852 SW 37TH AVE	$2,619.11	$0.00
1902 SW 37TH AVE	$1,905.11	$0.00

OUA staff is recommending approval of the Meeks Plumbing, Inc. bid of $85,839.98 for the VPS #5 Group N septic to sewer project.

Residential Connections – Septic to Sewer
VPS #5 Group N
10/27/2026 Last Edited

				Meek's Plumbing, Inc.		
Mobilization		LS		$3,800.00		
Indemnification		LS		$0.00		
Safety		LS		$0.00		
MOT		LS		$0.00		
			Sub-Total	$3,800.00		
			Number of Connections	18		
			Per Connection Costs	$211.11		
Sitework	1851 SW 34TH TER			$211.11	$2,091.00	**$2,302.11**
	1901 SW 34TH TER			$211.11	$1,931.00	**$2,142.11**
	3502 SW 19TH ST			$211.11	$3,916.00	**$4,127.11**
	3503 SW 19TH ST			$211.11	$3,122.00	**$3,333.11**
	3524 SW 19TH ST			$211.11	$4,827.00	**$5,038.11**
	3525 SW 19TH ST			$211.11	$3,122.00	**$3,333.11**
	3548 SW 19TH ST			$211.11	$2,962.00	**$3,173.11**
	3549 SW 19TH ST			$211.11	$3,063.50	**$3,274.61**
	3571 SW 19TH ST			$211.11	$4,019.50	**$4,230.61**
	3594 SW 19TH ST			$211.11	$3,082.00	**$3,293.11**
	3595 SW 19TH ST			$211.11	$3,359.00	**$3,570.11**
	3616 SW 19TH ST			$211.11	$4,059.50	**$4,270.61**
	3617 SW 19TH ST			$211.11	$2,845.00	**$3,056.11**
	3639 SW 19TH ST			$211.11	$3,479.00	**$3,690.11**
	3662 SW 19TH ST			$211.11	$3,420.50	**$3,631.61**
	3663 SW 19TH ST			$211.11	$3,639.00	**$3,850.11**
	1852 SW 37TH AVE			$211.11	$2,408.00	**$2,619.11**
	1902 SW 37TH AVE			$211.11	$1,694.00	**$1,905.11**
Contingency		LS				**$25,000.00**
		TOTAL				**$85,839.98**

VPS # 5 Group O

Meeks Plumbing, Inc. submitted the sole bid for Group O which totaled to $84,647.50. OUA staff reviewed the bid for compliance with the solicitation requirements, evaluated the proposed pricing, verified the contractor's references, and confirmed its readiness to proceed. The proposed prices are generally consistent with bids previously received for comparable work.

Meeks Plumbing, Inc. Bid

	Bid	Net Property Owner
3238 SW 19TH ST	$3,848.00	$248.00
3239 SW 19TH ST	$4,712.50	$1,112.50
3260 SW 19TH ST	$4,092.00	$492.00
3282 SW 19TH ST	$3,061.00	$0.00
3283 SW 19TH ST	$3,458.00	$0.00
3306 SW 19TH ST	$3,378.00	$0.00
3307 SW 19TH ST	$3,479.50	$0.00
3340 SW 19TH ST	$3,855.00	$255.00
3353 SW 19TH ST	$3,519.50	$0.00
3355 SW 19TH ST	$3,796.50	$196.50
3396 SW 19TH ST	$3,199.50	$0.00
3397 SW 19TH ST	$3,676.50	$76.50
3420 SW 19TH ST	$3,458.00	$0.00
3421 SW 19TH ST	$3,855.00	$255.00
3443 SW 19TH ST	$3,756.50	$156.50
1902 SW 34TH TER	$4,502.00	$902.00

OUA staff is recommending approval of the Meeks Plumbing, Inc. bid of $84,647.50 for the VPS #5 Group O septic to sewer project.

Residential Connections – Septic to Sewer

VPS #5 Group O

***Math Error by Bidder**

10/27/2026 Last Edited

				Meek's Plumbing, Inc.		
Mobilization		LS		$3,800.00		
Indemnification		LS		$0.00		
Safety		LS		$0.00		
MOT		LS		$0.00		
			Sub-Total	$3,800.00		
			Number of	16		
			Per Connection	$237.50		Total Bid
Sitework	3238 SW 19TH ST			$237.50	$3,610.50	**$3,848.00**
	3239 SW 19TH ST			$237.50	$4,475.00	**$4,712.50**
	3260 SW 19TH ST			$237.50	$3,854.50	**$4,092.00**
	3282 SW 19TH ST			$237.50	$2,823.50	**$3,061.00***
	3283 SW 19TH ST			$237.50	$3,220.50	**$3,458.00***
	3306 SW 19TH ST			$237.50	$3,140.50	**$3,378.00**
	3307 SW 19TH ST			$237.50	$3,242.00	**$3,479.50**
	3340 SW 19TH ST			$237.50	$3,617.50	**$3,855.00**
	3353 SW 19TH ST			$237.50	$3,282.00	**$3,519.50**
	3355 SW 19TH ST			$237.50	$3,559.00	**$3,796.50**
	3396 SW 19TH ST			$237.50	$2,962.00	**$3,199.50**
	3397 SW 19TH ST			$237.50	$3,439.00	**$3,676.50**
	3420 SW 19TH ST			$237.50	**$3,220.50**	**$3,458.00**
	3421 SW 19TH ST			$237.50	$3,617.50	**$3,855.00**
	3443 SW 19TH ST			$237.50	$3,519.00	**$3,756.50**
	1902 SW 34TH TER			$237.50	$4,264.50	**$4,502.00**
Contingency		LS				**$25,000.00**
		TOTAL				**$84,647.50**

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 29

NOVEMBER 17, 2026

SURPLUS ITEMS – NOVEMBER 2026

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. Big Tex 14 LX dump trailer 14 x 6 (2017 Year) – replaced with new one this past year.
2. Anderson dump trailer 12 x 6.5 6 Ton Series (2009 Year) – replaced with new one this past year.

Computer Items & Misc. Items:

1. Lenovo ThinkCenter M630e (7 units)
2. Lenovo ThinkCenter M60E (1 unit)
3. Lenovo ThinkCenter M83 with DVDRW (I unit)
4. Dell Latitude E 5500 Laptop
5. Dell Docking Station Display Link
6. Kyocera Fax, Scan, Printer Ecosys M2535dn
7. Sony digital camera MVC-FD73
8. Peavey PV20 Mixing Board
9. Tascam CC-222 CD Recorder/Cassette Deck

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

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 30

NOVEMBER 17, 2026

INFLOW & INFILTRATION ASSESSMENT

The Okeechobee Utility Authority has identified the need to evaluate potential sources of inflow and infiltration (I&I) within its wastewater collection system. Excessive inflow and infiltration increase wastewater flows, places additional demands on the collection and treatment systems, increases operational costs, and contributes to sanitary sewer overflows. A majority of the old clay sewer lines in our system are 60 plus years old. The recent rain events have inundated our sewer system with I&I. OUA Staff compiled the lift station run times before and after the rain events to identify the five lift station basins with excessive I&I. OUA Staff sent maps of these five basins to USSI, LLC which were used to develop the attached proposal.

To assist in identifying and evaluating potential sources of I&I, USSI, LLC, has submitted Estimate No. 2700, dated October 19, 2026 in the amount of $52,000.00 to perform an assessment of five designated lift station basins: NE-1, SE-2, NE-6, NE-8, and NW-12. This assessment will comprise of manhole inspections, smoke testing, and midnight infiltration monitoring.

USSI, LLC estimate references the attached Piggyback contract with Seminole County No. IFB-604974-25/LAS. OUA Staff contacted Seminole County and they are pleased with USSI, LLC services and highly recommend them.

Following review and discussion, Staff recommends the Board's approval of the estimate #2700 for $52,000.00 from USSI, LLC for the I&I assessment.

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com

ADDRESS
Okeechobee Utility Authority
Attn: Jamie Mullis
100 SW 5th Avenue
Okeechobee, FL 34974-4221

Estimate 2700

DATE 10/19/2026

EXPIRATION DATE 11/19/2026

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing-SC Smoke Testing with Detailed Report of Defects (LS:NE-1,SE-2, NE-6, NE-8, NW-12)	48,000	0.48	23,040.00
Lift Station Basin Report-SC Manhole Inspections (LS:NE-1,SE-2, NE-6, NE-8, NW-12)	48,000	0.35	16,800.00
Lift Station Area Infiltration Investigation/Midnight Monitoring-SC Monitor flows in sanitary sewer during low usage periods to identify flows that are not due to usage, likely resulting from inflow. (LS:NE-1,SE-2, NE-6, NE-8, NW-12	48,000	0.17	8,160.00
Mobilization & Demobilization-SC	1	3,500.00	3,500.00
Maintenance of Traffic-SC	1	500.00	500.00
Seminole County Per: Seminole County Contract Agreement #IFB-604974-25/LAS	1	0.00	0.00

Lift Stations NE-1,SE-2, NE-6, NE-8, NW-12

TOTAL **$52,000.00**

Accepted By

Accepted Date

Wastewater Inflow Abatement
Technologies & Services

ANNUAL INFLOW & INFILTRATION
MAINTENANCE PROGRAM

USSI Annual Piggyback Contract

Active from May 21st 2025 through May 21st 2028
Additional 2 years

TERM CONTRACT
For Smoke Testing and I&I Services

Services Included:
Smoke Testing, Manhole Inspections, Inflow dish, LDL Cleanout Plug, Chimny Seal, Midnight Monitoring.

Contact USSI:

752 Commerce Drive Suite #15
Venice, FL 34292

941-926-2646
USSIUSA.COM

Index Quick Links

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INVITATION FOR BID

IFB-604974-25/LAS

WASTEWATER COLLECTION I&I- SMOKE TESTING

1301 East Second St.

Sanford, FL 32771

RELEASE DATE: March 11, 2025

DEADLINE FOR QUESTIONS: March 31, 2025

RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/seminolefl

Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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FIRST AMENDMENT TO TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE COUNTY WASTEWATER COLLECTION SYSTEM (IFB-604974-25/LAS)

THIS FIRST AMENDMENT is made and entered into this 13th day of August, 2026, and is to that certain Agreement made and entered into on May 21 2025 between **USSI LLC**., whose address is 752 Commerce Drive, #15, Venice, Florida 34292, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on May, 21 2025, for smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to replace the original Exhibit C with the new, revised Exhibit C, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit C of the Agreement is revised by the new Exhibit C attached to this First Amendment.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 08/13/2026 09:52:21 -04:00
eCertified Id: ABF7-3EHC-A30M
Page 1 of 3

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

Witness
Tim McRoberts
Print Name

Witness
Eric McRoberts
Print Name

Rachel Horne Digitally signed by Rachel Horne Date: 2026.08.13 08:31:17 -04'00'
Witness

Print Name

Amber Spears Digitally signed by Amber Spears Date: 2026.08.13 08:54:51 -04'00'
Witness

Print Name

USSI LLC.

By: _____
DION VLASAK. President/CEO

Date: 8/12/2026

SEMINOLE COUNTY, FLORIDA

By: Gladys Marrozos Digitally signed by Gladys Marrozos Date: 2026.08.13 07:23:11 -04'00'
GLADYS MARROZOS,
Procurement Administrator

Date: _____

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Attachments:
Exhibit C – Price Schedule

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 08/13/2026 09:52:21 -04:00
eCertified Id: ABF7-3EHC-A30M
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	Item/Description	Estimated Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$3,500.00	3,500.00
2	Maintenance of Traffic	1	Lump Sum	$500.00	500.00
3	Smoke Testing and Report Preparation	1	Linear Foot	$0.48	0.48
4	Seal Manhole Chimneys 24” and smaller	300	Each	$300.00	90,000.00
5	Seal Manhole Chimneys 25” and larger	500	Each	$50.00	25,000.00
6	Insert HDPE 25 ½” and smaller dishes into Manholes	300	Each	$85.00	25,500.00
7	Insert TPO 26” and larger OD oversized dish into Manholes	500	Each	$100.00	50,000.00
8	Replace Cleanout Caps				
	8a. 6-inch cleanout cap	50	Each	$25.00	1,250.00
	8b. 4-inch cleanout cap	200	Each	$15.00	3,000.00
	8c. 6-inch cleanout cap - locatable	50	Each	$30.00	1,500.00
	8d. 4-inch cleanout cap - locatable	200	Each	$20.00	4,000.00
9	Install Cleanout Pipes- LDL Plug to include plug and internal ring only. Hub and collar are separate				
	9a. 6-inch cleanout/valve riser pipe set	50	Each	$135.00	6,750.00
	9b. 4-inch cleanout/valve riser pipe set	200	Each	$85.00	17,000.00
10	LS Basin Report/Manhole Inspections	250,000	Linear Feet	$0.35	87,500.00
	10a. Manhole Inspection - enhanced 360deg	1,000	Each	$175.00	175,000.00
11	Lift Station Area Infiltration Investigation/Midnight Monitoring Nighttime Monitoring	250,000	Linear Feet	0.17	42,500.00
	TOTAL BASE BID				**533,000.48**

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Seminole County
Resource Management - Purchasing & Contracts
Stephen Koontz, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing
RESPONSE DEADLINE: April 9, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
USSI LLC	$352,500.48
Flotech Environmental, LLC	$498,501.25
EnviroWaste Services Group, Inc.	$838,800.42
National Water Main Cleaning Company	$1,633,000.77
GCU, LLC DBA Gulf Coast Underground, LLC	$3,503,755.00

Recommendation/Intent to Award: USSI, INC. Tabulated by: Louis Straffi, Sr. Procurement Analyst – BCC Date 5/13/2025 (Tentative)

X _____
Chris Graybosch, Field Operations Manager

X _____
Brad Rupert, Collections Supervisor

X _____
Sandro Aganovic, Utility Planner

TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE COUNTY WASTEWATER COLLECTION SYSTEM (IFB-604974-25/LAS)

THIS AGREEMENT is dated as of the 21st day of May 2025, by and between **USSI LLC.,** duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

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submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

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omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

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(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

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and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

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coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

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(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

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Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

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authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

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not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

USSI LLC

Witness

By: _____
DION VLASAK, President/CEO

Eric McRoberts
Print Name

Date: 5-20-2025

Witness

Jackie Vlasak
Print Name

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: 5-21-25

As authorized for execution by the Board of County Commissioners at its May 13th, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

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Exhibit A- Scope of Services

INTRODUCTION AND INTENT
The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR
The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES
Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

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Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- IO psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity> 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength> 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to

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account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
  - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
  - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

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The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.
Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

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- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

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Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", " missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

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SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shat 1 consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shat I be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of0. I 87 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County’s discretion, a different

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material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover ¼ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

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EXHIBIT D

INSURANCE REQUIREMENTS

IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY SEWER SYSTEMS

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Commercial Umbrella:	$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 1,000,000	General Aggregate

~~ End Exhibit __ ~~

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Seminole County, Florida

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Agreement Name: Wastewater Collection I&I- Smoke Testing

Agreement Number: IFB-604974-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604974-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 20 25.

USSI,LLC
Consultant Name

By: _____
Print/Type Name: Eric McRoberts
Title: VP

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts (Full Name of Affiant).

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

_____
Print/Type Name Dion Vlasak
Notary Public in and for the County
and State Aforementioned
My commission expires: 09-10-2026

E-Verify Affidavit
Revised 5/19/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric McRoberts

Title: VP

Signature:  Date: 5-20-2025

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-604974-25/LAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of USSI,LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: USSI,LLC

Authorized Signature: _____ Date: 5-20-2025

Printed Name: Eric McRoberts

Title: VP

STATE OF Florida
COUNTY OF Sarasota
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts, as USSI, LLC VP on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

Print, Type or Stamp Name of Notary: Dion Vlasak
My commission expires: 09-10-2026

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 31

NOVEMBER 17, 2026

OUA PROPOSED EMPLOYEE BONUS PAYMENT

In previous years, the Authority normally distributes an annual bonus to staff at the Christmas Luncheon (scheduled for December 10th). However, in order to meet Florida State Statue – F.S. 215.425, a policy was established in 2022 for guidance on future payment.

For a bonus payment to meet the legal requirements of the statute, the following must be satisfied:

a) Bonus payment must be based on work performance.

b) The performance standards and evaluation process must be fully described.

c) All employees are to be notified of the policy before the beginning of the evaluation period.

d) Policy should consider all employees.

Given the logistics to coordinate staff's evaluation before any possible distribution at Christmas Luncheon, the Board's decision is being requested on whether a bonus payment will be granted this Christmas.

For information, a provision of 1.5% of employee's basic salary was included in the adopted budget for FY27 - $57,745.00.

Following review and discussion, the Board is asked to move a motion to determine:

a) Whether a bonus payment will be granted to the staff this year - December 2026.

b) **Should the Board, favorable consider the point above, staff requests the Board's decision on the percentage to be utilized**.

Okeechobee Utility Authority
Employee Bonus Policy

All employee of Okeechobee Authority Utility are eligible for bonus based on their performance, given that the Authority decides to make such payment.
Florida Statute 215.425(3)(a)

Bonuses (which are a % of one basic earnings) will be awarded at the discretion of the Board and is not guaranteed each year.
The discussion may be placed on the September's Board Agenda.
Full time employees will be eligible for a maximum of 100% bonus
Part time employee basic salary calculation should account for standard hours schedule each week.
Employee(s) on probationary basic salary will be apportioned for the period they are employed

Bonus criteria:

- Continuous employment for a part or all of the financial year (Oct. 1 – Sept. 30) prior to payment.
- Employee should be actively employed at the time of payment to be qualified.
- Employee(s) who leave during the preceding financial year or before payment is made, will not be included in payment of bonus.
- Only rating of an average score of two or above on the preceding yearly evaluation will receive payment.

Florida Statute 215.425(3)(b)

All employees will be notified of this policy whenever the board decides to extend a bonus payment to staff.
Florida Statute 215.425(3)(c)

All employees who meet the above requirement will be included.
Florida Statute 215.425(3)(d)

No employee will receive more than 20 weeks payment for their annual bonus.
Florida Statue 215.425 (e).

Bonus Amounts

Full-time employee bonus

a) Evaluation rating of an average of 1 does not receive a bonus.
b) Evaluation rating of an average of 2 receives 50% of the Board's approved bonus payment (X% of base salary).
c) Evaluation rating of an average of 3 - 5 receives 100% of the Board's approved bonus payment (X% of base salary).

Part-time employee bonus

Same calculation as above, however, base salary should be account for reduce worked hours in a normal schedule week.
Eg. (20hr*52wks*$18 = $18,720) and NOT (40hr*52wks*$18 = $37,440.

Probationary employee bonus

Same calculation as computed for full-time employee, however, probationary employees will only receive 40% of such calculation.

Policy adopted on 08/18/22 – Resolution 22-07.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 32

NOVEMBER 17, 2026

OPERATIONS DIRECTOR MONTHLY REPORT

Site Visits 10-22-2026 thru 11-12-26

SWTP: General Maintenance/ Normal Operations
Free Chlorine ended Monday 11-2-26
Safety Meeting 10-29-26

Maintenance: General Maintenance
Leaks, complaints, new services
New water main extensions in Basswood
Catastrophic rain event inundated sewer system, crews have been busy with operations
Safety meeting 10-29-26

WWTP: General Maintenance
Catastrophic rain event caused extremely high additional flows
Safety Meeting 10-29-26

*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. 33

NOVEMBER 17, 2026

ATTORNEY

- Glades County Franchise Agreement

AGENDA SUMMARY ITEM
GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: SECOND AMENDMENT TO FRANCHISE AGREEMENT (Extension of Term) Between Glades County, Florida and Okeechobee Utility Authority

DEPARTMENT MAKING REQUEST:
County Manager's Office

BACKGROUND: The County granted a non-exclusive franchise to operate a potable water distribution system within a portion of unincorporated Glades County to the Okeechobee Beach Water Association pursuant to Glades County Ordinance No. 93 (the "Original Franchise"), enacted on May 24, 1993, for a term of thirty (30) years; the parties previously agreed to extend the Original Franchise retroactively to May 24, 2023, through September 30, 2026, and to amend the name of the franchisee from Okeechobee Beach Water Association to Okeechobee Utility Authority (the "First Amendment");The term of the Original Franchise, as previously extended by the First Amendment, is hereby further extended through and including September 30, 2028 (the "Extended Term"). All terms and conditions of the Original Franchise, as amended by the First Amendment, remain in full force and effect during the Extended Term, except as expressly modified herein.

BUDGET IMPACT:
NO

COORDINATION WITH: County Attorney and the County Manager

MOTION: To approve/not approve the second amendment to the franchise agreement (Extension of Term) Between Glades County, Florida and Okeechobee Utility Authority and authorize the Chair to sign.

REQUESTED BY:	**MEETING DATE:**	**SECTION OF AGENDA:**
Paul E. Carlisle	September 28, 2026	Business

SECOND AMENDMENT TO FRANCHISE AGREEMENT
(Extension of Term)
Between Glades County, Florida and Okeechobee Utility Authority

THIS SECOND AMENDMENT TO FRANCHISE AGREEMENT ("Amendment") is entered into as of the 1st day of October, 2026, by and between the Board of County Commissioners of Glades County, Florida ("County"), and the Okeechobee Utility Authority, an independent special district utility authority created by an interlocal agreement between the City of Okeechobee, Okeechobee County, and Okeechobee Beach Water Association under the provisions of Chapter 163, Florida Statutes ("Authority").

RECITALS

WHEREAS, the County granted a non-exclusive franchise to operate a potable water distribution system within a portion of unincorporated Glades County to the Okeechobee Beach Water Association pursuant to Glades County Ordinance No. 93 (the "Original Franchise"), enacted on May 24, 1993, for a term of thirty (30) years; and

WHEREAS, the Authority is the successor in interest to the Okeechobee Beach Water Association with respect to the franchise, the service area, and the water and wastewater facilities serving the Buckhead Ridge area of Glades County; and

WHEREAS, the Original Franchise expired by its terms on May 24, 2023; and

WHEREAS, the parties previously agreed to extend the Original Franchise retroactively to May 24, 2023, through September 30, 2026, and to amend the name of the franchisee from Okeechobee Beach Water Association to Okeechobee Utility Authority (the "First Amendment"); and

WHEREAS, the parties have not yet finalized a new long-term franchise agreement, and the First Amendment term expires on September 30, 2026; and

WHEREAS, the parties desire to further extend the term of the franchise on an interim basis to allow additional time to negotiate and execute a new, comprehensive franchise agreement, while ensuring that the Authority may continue to provide uninterrupted water and wastewater service to customers in the Glades County service area and to impose and collect the franchise fee currently assessed on customer bills; and

WHEREAS, the County and the Authority have each obtained the requisite board approval to execute this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Extension of Term. The term of the Original Franchise, as previously extended by the First Amendment, is hereby further extended through and including September 30, 2028 (the "Extended Term"). All terms and conditions of the Original Franchise, as amended by the First Amendment, remain in full force and effect during the Extended Term, except as expressly modified herein.

2. Franchise Fee. The Authority is expressly authorized to continue to impose and collect the franchise fee currently assessed on customer bills for customers receiving service within the Glades County franchise service area during the Extended Term, at the rate in effect as of the date of this Amendment. Any change to the franchise fee rate shall require prior written approval of the County.

3. Good-Faith Negotiation. The parties agree to negotiate in good faith toward execution of a new long-term franchise agreement during the Extended Term. This Amendment does not constitute a waiver of any position either party has taken or may take in those negotiations.

4. No Other Modifications. Except as expressly set forth in this Amendment, all other terms and conditions of the Original Franchise, as amended, remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

6. Authority. This Amendment is entered into pursuant to Chapters 125 and 163, Florida Statutes, and the respective governing documents of each party. Each party represents that the person executing this Amendment on its behalf is duly authorized to do so.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

GLADES COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

By: _____
Timothy (Tim) Stanley, Chair

Date: 9/28/2016

ATTEST:

_____
Tami P. Simmons, Clerk of Courts

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Richard W. Pringle, County Attorney

OKEECHOBEE UTILITY AUTHORITY

By:_____
John Gilliland, Chair

Date Executed:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Stephen L. Conteagüero,
OUA Attorney

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 34

NOVEMBER 17, 2026

EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

Project 1 - Force Main SE-2 Interconnect
- On hold. Proposed development along SW 32nd St. may reduce the project scope.

Project 2 - Collection System
- Nearing completion, outstanding items listed below:
  - Engineering as built plans.
  - Groundwater leak in the basement wall at Vacuum Station 4.
  - Thermoplastic pavement striping on roadways.

Project 3 - Okee-Tantie Force Main
- Design is approximately 90% complete.
- Comments on 90% design plans for the SW 16th Street Lift Station are being addressed.
- Response to US Army Corps of Engineers Section 408 comments sent Oct. 11, 2026. No response to date.

SR 78W Phase III WM Improvements

- The 100% design plans were reviewed by OUA & returned to Holtz Consulting for revisions.
- Geotechnical investigation has been authorized for the ground storage and booster pump station site.

SW 5th Ave. Wastewater System Improvements

Phase I
- Construction is underway.
- Basement slab concrete pour is complete.
- Vacuum collection piping installation is underway with 1100 feet completed within the SW 23rd Street and SW 2nd Ave ROWs.

Phase II
- Deign is complete.
- Designated as OUA legislative funding priority.
- OUA is evaluating alternative funding options, including the State Revolving Fund (SRF).

Treasure Island Septic to Sewer Project

Phase I
- The 90% design plans are under review by OUA.
- Force main routing options north of State Road 70 are under evaluation.
- A 70-foot x 125-foot easement has been requested from Hamrick and Sons, Inc.

Phase II
- The 90% design plans are under OUA review.

Phase III
- Design is nearing 60% completion.

Southwest Service Area, Septic to Sewer Connections

- VPS #4 Groups A, B, C are complete, with 49-homes connected.
- Connections for VPS #4 Groups D, E and F are underway.
- VPS #5 Group G is complete with 17-homes connected.
- Notices to Proceed have been issued for VPS # 5 Groups J, T and U.
- VPS #5 Groups M, N and O bid acceptance is on the agenda for this meeting.

Taylor Creek Isles VPS #2 Generator Replacement Project

- Notice to Proceed has been issued.
- The contractor, Eau Gallie Electric, Inc., mobilized on September 8, 2026.
- Generator delivery is planned for mid-November.

General Information

- Go Underground has completed the Pine Ridge Park Expansion project.
- The NW-15 Lift Station Rehab is underway and submittals are being processed.
- The SWTP Ozone Rehabilitation Project final report has been received and is pending review.
- Legislative funding priorities due beginning of December.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 35

NOVEMBER 17, 2026

ITEMS FROM THE BOARD