



CITY OF OKEECHOBEE
CITY COUNCIL REGULAR MEETING
JULY 7, 2020
LIST OF EXHIBITS

Draft Minutes

June 16, 2020

Exhibit 1	Disposal of obsolete and surplus equipment
Exhibit 2	Purchase of Opticom Preemption Kits for the Fire Department
Exhibit 3	Ordinance No. 1211, Alcohol Sales on Sunday
Exhibit 4	Ordinance No. 1213, Rezoning Petition No. 20-001-R
Exhibit 5	Ordinance No. 1214, Rezoning Petition No. 20-002-R
Exhibit 6	Okeechobee Main Street request for signs in Park #5 for the Cattle Drive Sculpture
Exhibit 7	Rescind surplus Fire Engine
Exhibit 8	Renewal of Public Risk Management Group Health Insurance
Exhibit 9	Addendum No. 3 to contract for medical services
Exhibit 10	Update of EMS budgeted services
Exhibit 11	Fire Services Discussion



CITY OF OKEECHOBEE, FLORIDA
JUNE 16, 2020, REGULAR CITY COUNCIL MEETING
DRAFT SUMMARY OF COUNCIL ACTION

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on Tuesday, June 16, 2020, at 6:00 P.M. in the Council Chamber, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. Pursuant to Executive Order No. 20-69 issued by Governor DeSantis on March 20, 2020, and extended by Executive Order No. 20-139 effective June 5, 2020, the meeting was conducted utilizing communications media technology (CMT) as provided by Florida Statutes 120.54(5)(b)2, by means of Zoom.com Meeting ID 2459713294. The Host computer was operated by Executive Assistant Brock. The audio file is retained as a permanent record¹. The invocation was offered by Mayor Watford, followed by the Pledge of Allegiance led by Council Member Keefe.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Mayor Dowling R. Watford, Jr., Council Members Wes Abney, Monica Clark, Bob Jarriel and Bobby Keefe were present in the Chamber.

CITY STAFF: City Attorney John Fumero, City Administrator Marcos MontesDeOca, Police Chief Bob Peterson, Fire Chief Herb Smith, Public Works Director David Allen, Deputy City Clerk Bobbie Jenkins, and Executive Assistant Robin Brock were also present in the Chamber.

III. AGENDA AND PUBLIC COMMENTS

A. Mayor Watford asked whether there were any agenda items to be added, deferred, or withdrawn; New Business Item VII.G. was added.

B. **Council Member Abney moved to adopt the agenda as amended; seconded by Council Member Jarriel.**

VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.

C. Clerk Gamiotea advised there were no agenda item forms or comment cards submitted for public participation for any issues not on the agenda.

IV. PROCLAMATIONS AND PRESENTATIONS

A. On behalf of the City, Mayor Watford presented Mr. William Saum, who was accompanied by his wife Gail and several family members, with a framed retirement certificate which read **"Whereas, Mr. William J. Saum, fondly known as Bill, began his public service career in the Street Division of the Public Works Department as a Motor Equipment Operator on April 24, 1981. The notes from his April 13, 1981, interview with Director L.C. Fortner provided him as the top applicant based on his seven years' experience in driving tractors, three and a half years' experience in lawn maintenance, and two months experience driving trucks; and Whereas, on October 2, 1982, a request to transfer to the Police Department to fill a Dispatcher position was approved by Chief Mobley. Then on May 27, 1985, his title changed to Patrolman Trainee, as the City Police Department sponsored Bill to enroll in the Police Academy at the Indian River Community College. He attended from October 7, 1985, until achieving his lifelong goal of becoming a Police Officer on December 18, 1985. He proudly served as an Officer assigned to the Road Patrol until June 30, 1997, when he transferred to the Detective Division for the remainder of his tenure. His commendable professionalism as a Detective and Department Liaison for several Neighborhood Watch Programs is evidenced by the many letters of commendation and correspondences of appreciation issued from the Office of the State Attorney and citizens of the community; and Whereas, education has been an important key to Bill's leadership.**

ITEM A. OF PROCLAMATIONS AND PRESENTATIONS CONTINUED: During his 35 years as an Officer he obtained 132 certificates of completion for attending seminars, conferences, training, and continuing education classes; and Whereas, being admired by his co-workers as impartial and fair, Bill was selected to represent the Department on the City-wide Employee Grievance Committee for many years, serving from 1990 to 1995, 2002 to 2006, 2009, 2010, and 2014 to 2016; and Whereas, during his 38 years in the Police Department, Bill served under the guidance of Police Chief Larry Mobley, Rehmund Farrenkopf, Dennis Davis, and Robert Peterson; all of whom have described him as an asset to the City due to his dedication and willingness to go above and beyond to care for the well-being of the citizens and his fellow Officers. Now, Therefore, this Certificate is being presented this 16th day of June, 2020, upon 39 years of faithful public service, in recognition of Bill's Retirement as of June 30, 2020. Retirement is a time to look back with admiration and look forward with anticipation. Your City family wishes you all the best on your next chapter!"

Police Chief Peterson shared a fond story about Detective Saum's introduction to becoming certified with the breathalyzer, followed by a prideful presentation of his retirement badge. Detective Sergeant Taylor then lead the majority of the Police Department members in presenting him with a large acrylic plaque featuring the City police badge, the historic and new police patches, and his dates of service.

V. CONSENT AGENDA

A motion was made by Council Member Keefe to approve the consent agenda items A through C [May 19, 2020, and June 2, 2020, Regular Meeting Minutes; May 2020 Warrant Register in the amounts: General Fund \$442,683.88, Public Facilities Improvement Fund \$15,164.44, Capital Improvement Projects Fund \$15,327.70, and Law Enforcement Special Fund \$75.00 (the complete list is included in the minute file); Temporary Maintenance Easement located at 703 Southwest 6th Street, as provided in Exhibit 1]; seconded by Council Member Clark.

VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:29 P.M.

- A. A motion was made by Council Member Clark, and seconded by Council Member Keefe, to adopt proposed Ordinance No. 1212, regarding Comprehensive Plan Small Scale Future Land Use (FLU) Map Amendment Application No. 20-002-SSA, submitted by Loumax Development, Inc. on behalf of the property owner Nemec Children's Trust, reclassifying approximately 2.87 acres located in the 500 to 600 blocks along Southwest (SW) 7th Avenue (AVE), from Single Family Residential (SFR) and Multi-Family Residential (MFR) to Industrial (IND) [as provided in Exhibit 2; Legal Description: All of Blocks 190 and 191, OKEECHOBEE, Plat Book (PB) 5, Page (PG) 5, public records of Okeechobee County, Florida (FL); together with a portion of the FL East Coast Railway Company right-of-way (ROW), since abandoned, and of North Curve Street (ST), since abandoned, as shown on Plat of FIRST ADDITION TO OKEECHOBEE, FL, as recorded in PB 5, PG 6, of the public records of Okeechobee County, FL, and being more particularly described as follows: Commence at the intersection of the North ROW line of SW 6th ST with the West ROW of SW 7th AVE; thence North 00°08'53" West along the West ROW line of said SW 7th AVE, a distance of 76.17-feet (FT) to the point of beginning (POB); thence South 89°49'42" West, a distance of 199.99-FT to the intersection with the northerly extension of the West line of Block 251 of said Plat of FIRST ADDITION TO OKEECHOBEE; thence North 00°08'48" West along said northerly extension a distance of 693.57-FT to the intersection with the westerly extension of the North ROW line of SW 4th ST; thence North 89°47'29" East along said westerly extension, a distance of 60.00-FT to the Northwest (NW) corner of SW 4th ST; thence South 00°08'48" East along the West ROW line of SW 4th ST, a distance of 100.00-FT to the NW corner of Lot 1, Block 190, OKEECHOBEE, according to the Plat thereof as recorded in PB 5, PG 5, of the public records of Okeechobee County, FL; said point being a point of curvature of a curve to the left and having for its elements, a central angle of 27°36'08 and a radius of 1,230.00-FT; thence Southeasterly along said curve, an arc distance of 592.55-FT to the Southeast (SE) corner of Block 191 of said Plat of OKEECHOBEE; thence South 00°08'53" East along the West ROW line of said SW 7th AVE, a distance of 23.65-FT to the POB].**

ITEM A. OF PUBLIC HEARING CONTINUED: City Planning Consultant Mr. Ben Smith of LaRue Planning and Management Services presented the Planning Staff findings together with the Planning Board's review on May 21, 2020; both recommended denial. According to those findings, the Application was found to be inconsistent and incompatible with the Comprehensive Plan and adjacent uses. The current surrounding FLU designations are IND to the North, SFR to the East, and MFR to the South and West. The surrounding zoning districts are IND to the North, and Residential Multiple Family (RMF) to the East, South and West. The existing surrounding uses are an industrial manufacturing plant to the North; single family homes and vacant property to the East; a childcare facility to the South; vacant property and a proposed apartment complex to the West. The traffic impact statement provided an estimated 1,144 additional vehicle trips. Should the FLU Application be approved, it would be necessary to provide an additional assessment of the traffic impact on the adjacent streets and properties at the time of the site plan submission.

Mayor Watford opened the floor for public comment. The Applicant's Agent, Mr. Steve Dobbs of 1062 Jakes Way, Okeechobee, addressed the Council by explaining how traffic impact studies are formulated for IND uses. He championed for the Applicant's need for expansion, citing the business which is located immediately North of the subject property has been consistently growing for 19 years. He also referred to the five-page handout that he distributed prior to the meeting, which included the Applicant's plan to buffer the property. The Applicant's real estate agent, Mr. Jim Fowler, 470 SW 87th Terrace, Okeechobee, explained the property has been listed with an agent for approximately three years, but has been for sale for over 10 years. The current inconsistencies between the FLU and zoning maps for this property has made it difficult to sell. Mr. Fowler also championed for the Applicant by providing the number of employees the company retains, and the expected number of new positions the expansion will generate. He addressed the question of how the expansion will impact local traffic by explaining semi-trucks will no longer temporarily park along SW 7th AVE, but from the proposed loading docks on site. The Applicant, Loumax Development's President Mr. Neal Markus, 1110 Oysterwood ST, Hollywood, FL also provided a brief history of his business, and a current list of customers. Should the application not be approved, Mr. Markus anticipated he would have to relocate to another County that could accommodate his growing business.

Mayor Watford recessed the meeting at 7:20 P.M. due to CMT difficulties, and reconvened at 7:28 P.M.

Attorney Fumero responded to Mayor Watford's procedural question that to cure the issue of not reading the proposed Ordinance No. 1212 by title only prior to opening discussion, it should be done at this time: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FLU MAP ON CERTAIN TRACTS OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM SFR AND MFR TO IND (APPLICATION NO. 20-002-SSA); PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FLU MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

The discussion then turned to the possibility of amending the Code of Ordinances to allow manufacturing as a special exception in a heavy commercial zoning district. Planner Smith explained a text amendment could be an option, but it could create compatibility concerns within the zoning district. This particular industrial use may not have resulted in any complaints, but other uses may. Should the Council decide to explore and approve a text amendment, the Applicant would be required to submit a petition for a zoning change. Should the zoning change be approved, then he would petition the Board of Adjustments for a special exception, which may or may not be approved. It was also conveyed that should Mr. Markus sell the existing 1.60 site, any IND use could go into operation.

ITEM A. OF PUBLIC HEARING CONTINUED: Attorney Fumero explained the Council is required to establish for the record the basis for overturning the Planning Board's recommendation. The Council noted their findings accordingly: **the Application is found to be consistent and compatible with the Comprehensive Plan as it does not increase density, it protects the uses and values of adjacent properties, there are adequate public facilities to serve the proposed use, and there are no environmental impacts.**

VOTE: Ayes-Council Members Abney, Clark, Jarriel, and Keefe. Nays-Mayor Watford. Motion Carried.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 7:50 P.M.

VII. NEW BUSINESS

- A. Mayor Watford explained the update on COVID-19 would not be provided as Mrs. Tiffany Collins had to leave due to the length of time the previous items had taken.
- B. Ms. Jennifer Codo-Salisbury, Central Florida Regional Planning Council (CFRPC) Deputy Director, presented the Council with an overview of the draft Economic Development Strategy and Disaster Resiliency Plan [as provided in Exhibit 3]. A project website has been created to allow the public to review and provide comments regarding the draft Plan, www.cfrpc.org/okeechobee-florida.

The top assets of Okeechobee were listed as Lake Okeechobee, location, quaintness, available land, and agriculture. The overall goal provided in the presentation was "strengthen and grow a resilient Okeechobee economy while improving the quality of life for all citizens."

Ms. Salisbury continued her presentation by providing the following detailed goals that will assist in achieving the overall goal. GOAL ONE-Support and expand opportunities for existing local and new businesses: A) Establish and expand partnerships between local business community and community/civic organizations to support the City's economic development efforts; B) Investigate funding opportunities to assist new and existing local businesses; C) Develop social media campaigns and community events highlighting local businesses; D) Increase collaboration with local, county, and regional economic development organizations, Main Street Programs, Chambers of Commerce, CareerSource, the CFRPC and other Stakeholder organizations; E) Collaborate with traditional and new partners to bring new businesses to the City; F) Investigate incentive opportunities for new businesses and retention of existing businesses; G) Promote the availability and use of the business incubator program at Indian River State College; H) Develop and implement a City-wide marketing plan to encourage existing businesses to invest in expansions and to attract new businesses; I) Coordinate with Florida Department of Transportation (FDOT), Heartland Regional Transportation Planning Organization, and other agencies to expand and enhance the transportation network in Okeechobee to provide improved access to commercial and industrial locations; J) Maintain an inventory of developable industrial land, free of significant development constraints to accommodate new development.

GOAL TWO-Support opportunities for the future workforce: A) Increase support for stronger K-12 education, vocational programs, workforce training and retraining, higher education, and other programs to meet needs of businesses, employees, and residents; B) Develop and maintain partnership with Indian River State College, CareerSource, and local businesses to implement job and education fairs; C) Encourage partnerships with local businesses and CareerSource to develop and implement training and internship programs; D) Encourage development of a mix of housing types to meet the needs of the community's workforce. Implement regular communication and collaboration with representatives of educational institutions and workforce development organizations.

GOAL THREE-Support Okeechobee's outdoor adventure and historic tourism: A) Consider formation of a Special Events Committee to develop new community events and promote existing events.

GOAL THREE OF NEW BUSINESS ITEM B. CONTINUED: B) Create a package of events like: Bass fishing tournament, Bird watching, BBQ competition, and other events on Lake Okeechobee; C) Investigate possibilities for repurposing buildings in downtown; D) Create a Historic Downtown Map to be linked to various websites and historical forums for use by visitors and residents; E) Use the City's murals and Florida Story Map to encourage visitors to explore Okeechobee; F) Coordinate with Visit Central Florida and develop a video storytelling of Okeechobee; G) Market and publicize special events and recreational opportunities through social media platforms and the City website as well as stakeholder and partner websites and social media pages; H) Consider using Florida Story to create a walking tour of downtown; I) Develop wayfinding or locational signage for areas of interest.

GOAL FOUR-Support quality of life: A) Support and maintain recreational amenities, areas, and opportunities including walkable neighborhoods, playgrounds, and parks; B) Encourage new development that includes aesthetic quality and safety features; C) Consider creation of a Revitalization Committee to address property maintenance and improvements and effective code enforcement policies; D) Encourage development of affordable housing options; E) Partner with economic development and other organizations to promote City amenities, events, recreational opportunities, and downtown businesses.

GOAL FIVE-Celebrate Lake Okeechobee by promoting Okeechobee as a destination location: A) Promote Ecotourism; B) Promote existing events and create new special events in the City; C) Implement branding; D) Partner with Visit Florida and Destination Lake Okeechobee to promote the City of Okeechobee.

GOAL SIX-Fund Strategic Public Investment: A) Ensure and evaluate availability of infrastructure to support new businesses; B) Continue communication and coordination with the state and federal agencies for new updates and opportunities; C) Review sidewalk network and parking challenges; D) Explore grant funding opportunities for capital infrastructure improvements; E) Support the FDOT "Complete Streets" and "Context Classification" programs to improve roadway conditions serving properties along the corridors.

GOAL SEVEN-Emphasize Strategies the City and its partners will take to ensure that Okeechobee is equipped to address current and future challenges: A) Educate and engage residents about risk reduction and preparedness so they can be self-sufficient for at least 7 to 14 days after a major event; B) Develop additional pathways to employment and the delivery of financial tools to support our most vulnerable residents; C) Cultivate leadership, stewardship, and equity with young residents; D) Reduce health and wellness disparities across neighborhoods; E) Equip government with technology and data to increase situational awareness and expedite post-disaster recovery; F) Grow public, private, and philanthropic partnerships increasing resources dedicated to building resilience.

Through the Florida Department of Economic Opportunity Community Planning Technical Assistance Grant the City was awarded, the CFRPC will assist in the implementation of the Plan by identifying any inconsistencies between the FLU and Zoning Maps; draft amendments to support economic development; draft an economic development element for the Comprehensive Plan; draft Land Development Regulation amendments to address disaster resiliency, while also drafting amendments to address signs; and schedule future public meetings and hearings as needed. The Council thanked Ms. Salisbury for her presentation. **No official action was required or requested on this item.**

- C. A motion was made by Council Member Jarriel and seconded by Council Member Clark to read proposed Ordinance No. 1213 by title only, regarding Rezoning Petition No. 20-001-R submitted by Loumax Development Inc. on behalf of the property owner Nemec Children's Trust, to rezone approximately 2.87 acres located in the 500 to 600 blocks along SW 7th AVE from RMF to IND [as provided in Exhibit 4; Legal Description. All of Blocks 190**

ITEM C. OF NEW BUSINESS CONTINUED: and 191, OKEECHOBEE, PB 5, PG 5, public records of Okeechobee County, FL; together with a portion of the FL East Coast Railway Company ROW, since abandoned, and of North Curve ST, since abandoned, as shown on Plat of FIRST ADDITION TO OKEECHOBEE, FL, as recorded in PB 5, PG 6, of the public records of Okeechobee County, FL, and being more particularly described as follows: Commence at the intersection of the North ROW line of SW 6th ST with the West ROW of SW 7th AVE; thence North 00°08'53" West along the West ROW line of said SW 7th AVE, a distance of 76.17-FT to the POB; thence South 89°49'42" West, a distance of 199.99-FT to the intersection with the Northerly extension of the West line of Block 251 of said Plat of FIRST ADDITION TO OKEECHOBEE; thence North 00°08'48" West along said Northerly extension, a distance of 693.57-FT to the intersection with the Westerly extension of the North ROW line of SW 4th ST; thence North 89°47'29" East along said Westerly extension, a distance of 60.00-FT to the NW corner of SW 4th ST; thence South 00°08'48" East along the West ROW line of SW 4th ST, a distance of 100.00-FT to the NW corner of Lot 1, Block 190, OKEECHOBEE, according to the Plat thereof as recorded in PB 5, PG 5, of the public records of Okeechobee County, FL, said point being a point of curvature of a curve to the left and having for its elements, a central angle of 27°36'08" and a radius of 1,230.00-FT; thence Southeasterly along said curve, an arc distance of 592.55-FT to the SE corner of Block 191 of said Plat of OKEECHOBEE; thence South 00°08'53" East along the West ROW line of said SW 7th AVE, a distance of 23.65-FT to the POB].

VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.

Attorney Fumero read proposed Ordinance No. 1213 by title only as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING CERTAIN TRACTS OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RMF TO IND ZONING DISTRICT (PETITION NO. 20-001-R); AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

Council Member Clark moved to approve the first reading, and set a Final Public Hearing date of July 7, 2020, for proposed Ordinance No. 1213; seconded by Council Member Jarriel.

Planner Smith provided the review of the Planning Staff Report and explained the Planning Board has recommended denial. This Petition is for the same property as the previous approved Public Hearing Item A, Ordinance No. 1212, Application No. 20-002-SSA. Mayor Watford opened the floor for questions or comments from the public; there was none.

VOTE: Ayes-Council Members Abney, Clark, Jarriel, and Keefe. Nays-Mayor Watford. Motion Carried.

- D. A motion was made by Council Member Abney and seconded by Council Member Jarriel to read proposed Ordinance No. 1214 by title only, regarding Rezoning Petition No. 20-002-R submitted by the property owner Best Value Real Estate, LLC, to rezone approximately 0.50 acres located at 204 East South Park ST, from RMF to Central Business District (CBD) [as provided in Exhibit 5; Legal Description: CITY OF OKEECHOBEE beginning at the Northeast (NE) corner of Lot 2, Block 171, TOWN OF OKEECHOBEE, PB 5, PG 5, public records of Okeechobee County, FL, and run South along the East line of Lot 2, aforesaid a distance of 142.50-FT. Thence West parallel to South Park ST to the intersection of the West line of Lot 3, Block 171 extended South; thence North along said extended West line a distance of 142.50-FT to the South boundary of South Park ST; thence East along the South boundary of South Park ST to the POB. Said lands also described as follows: Lots 2 and 3, Block 171, TOWN OF OKEECHOBEE, PB 5, PG 5, public records of Okeechobee County, FL, also that part of North Curve ST and part of the former but now abandoned FL East Coast Railroad ROW as shown on Plat of FIRST ADDITION TO TOWN OF OKEECHOBEE, recorded in PB 3, PG 26, public records of St. Lucie County, FL, lying South of and adjacent to said Lots 2 and 3, together with Lot 4, Block 171, TOWN OF OKEECHOBEE, PB 5, PG 5, public records of Okeechobee County, FL. Also that part of North Curve ST as shown on Plat of FIRST ADDITION TO TOWN OF OKEECHOBEE, recorded in PB 3, PG 26, public records of St. Lucie County, FL, lying South of and adjacent to said Lot 4, and lying North of the following described line: commence at the NE corner of Lot 2 of said Block 171; thence South 00°01'50" West, a distance of 142.50-FT; thence South 90°00'00" West, a distance of 100.00-FT to the Southerly extension of the East line of said Lot 4 and the POB; thence continue South 90°00'00" West, a distance of 34.64-FT to the Point of Terminus].**

ITEM D. OF NEW BUSINESS CONTINUED: **VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

Attorney Fumero read proposed Ordinance No. 1214 by title only as follows: **“AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RMF TO CBD (PETITION NO. 20-002-R); AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Council Member Keefe moved to approve the first reading, and set a Final Public Hearing date of July 7, 2020, for proposed Ordinance No. 1214; seconded by Council Member Jarriel.

Planner Smith explained the Applicant recently purchased an existing medical practice together with the property. When an existing commercial or industrial use property that is non-conforming is transferred or sold, it must come into conformance. The existing medical practice has been in operation at this location well over 30 years, prior to the adoption of the Land Development Regulations. The request has been reviewed based on the criteria the Code of Ordinances provides, and it has been found to be compatible and an appropriate place for the current medical practice. The Planning Board and Planning Staff are recommending approval. Mayor Watford opened the floor for public comments; there was none.

VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.

- E. Attorney Fumero provided a brief overview of the Charter Review process [as provided in Exhibit 6], and confirmed that the Charter has not been fully revised since approximately 1965. He posed three threshold issues for the Council to consider: scope of charter review; the process; and the timetable.

The consensus of the Council was to begin the review process with a template model Charter; appoint a review committee by the citizen board application process requiring members be a resident or property owner within the City; advertise for approximately 60-days; public input throughout the process will be vital; the timetable will be one year.

Direction was given to the Attorney and Administrator to ensure discussing expectations for this committee and any additional requirements is placed on a light agenda in the near future. The City Clerk was tasked with providing notices, advertisements, and processing the citizen board applications for Council to make the appointments.

- F. Mayor Watford entertained the option to conduct one meeting in July and/or August for the summer meeting schedule. After a brief discussion it was determined that the meeting schedule would remain unchanged.
- G. ITEM ADDED TO AGENDA. Mayor Watford provided a brief update on the outcome of the meeting held on June 10, 2020, regarding the Fire Services Interlocal Agreement (ILA) with the County. Those in attendance were himself, Okeechobee Board of County Commission (BOCC) Chair Terry Burroughs, the City and County Attorneys, Administrator MontesDeOca, and County Administrator Robbie Chartier. Representatives of the Local 2918 Fire Union were not present at this meeting as the City and County Attorneys determined their participation would have violated the sunshine law. Council Member Abney requested a copy of that determination in writing. It was recommended that a Joint Workshop between the BOCC and City Council be held to present the progress by this group. The BOCC approved and set a Joint Workshop for June 25, 2020 at 6:30 P.M.² to be held in the BOCC chambers. **The consensus of the Council was to accept the invitation.**

VIII. COUNCIL COMMENTS

Council Member Abney voiced his concerns with the complaints he has received regarding the quality of the Zoom meeting videos. Administrator MontesDeOca replied Staff is currently working to resolve technical issues.

Council Member Jarriel expressed his satisfaction with how the Council supports City businesses.

Council Member Keefe stated, “I wanted to publicly commend our citizens, and local law enforcement for the recent peaceful demonstrations conducted here locally. While across the nation and the globe, there have been riots and stand-offs between citizens and law enforcement, here in Okeechobee we have a community that can peacefully stand for their beliefs and share in the current activism of our nation. I appreciate the community standing in solidarity. The black lives matter movement has spurred a sense of unity across the nation that extends beyond color, race, or religion. I look forward to it growing to a sense of all of humanity standing together as one. A day when race or ethnicity are not instigators of controversy, because there is a unified belief that we are all equal and members of only one race, the human race. And to promote a community sense of inclusivity, I want to highlight another community that has been mistreated, oppressed, and even attacked, the lesbian, gay, bisexual, transgender and queer or questioning (LGBTQ) community, and I am sad that we have not announced publicly yet that June is pride month. Many municipalities across the state and nation issue proclamations declaring June as pride month. This simple act speaks volumes to those in the community, as it shows that they are recognized, accepted, and included. June 2020 marks the 50th anniversary of annual LGBTQ pride traditions. The first pride march in New York City was held on June 28, 1970 on the one-year anniversary of the stonewall uprising. Society has come far since then, but as we can see with the current events, there is more work to be done to get to a place of complete acceptance and inclusion, of all races, all genders, and all sexualities.”

Council Member Clark requested an update on the funding available to the City from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Administrator MontesDeOca explained the County is currently maneuvering through the details. Information will be distributed once received. She then requested the information on the City providing its own ambulance services be an item on the July 7, 2020, agenda to compare to the proposed information to be provided at the Joint Workshop.

- IX. There being no further items on the agenda, Mayor Watford adjourned the meeting at 9:11 P.M. The next regular meeting is scheduled for July 7, 2020, at 6:00 P.M.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.

¹ The video file became corrupted due to technical difficulties during the meeting, combined with software setting changes that discontinued the digital backup.

² The time of the Joint Workshop was changed to 6:00 P.M. by the BOCC.



To: Marcos Montes De Oca
From: David Allen
Date: 06/17/2020
Re: Request for disposal of obsolete and surplus equipment

The Public Works Department is requesting permission to dispose of obsolete and surplus equipment that is no longer needed by the City. The items for disposal in this batch of equipment include various pieces of shop maintenance equipment that has become outdated, non-repairable. A 1970 Ford Water Truck (T-2), 1997 Ford F250 ¾ Ton pick-up truck, Back Rack (fits 2011 Chevrolet Silverado), Bard A/C Unit, HP Pavilion Slimline computer, Sharp Carousel Microwave.

- **Clerk's Office/Records Room Surplus Items**
Computers, Speakers, Copier, Dual Cassette Recorder, 3 Filing Cabinets
(Items disposed in Records Room unclaimed)
- **Finance Department**
Computers, Monitors
- **General Services**
Miscellaneous unused office supplies

The process for disposal for all listed items will be the same as used with previous Govdeals.com procedures.



T-2 1970 FORD WATER TRUCK



#304 1997 FORD F250 PICK-UP TRUCK



BACK RACK FOR CHEVY PICK-UP



BARD A/C UNIT



City of Okeechobee

Fire Department



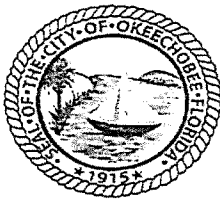
CITY OF OKEECHOBEE

FIRE DEPARTMENT

MEMORANDUM

TO: Mayor Dowling R. Watford Jr. and City Council: Wes Abney, Monica Clark, Bob
Jarriel and Bobby Keefe
FROM: Fire Chief Herb Smith *Smith*
RE: Request to Purchase Opticom Preemption Kits
DATE: 6/26/2020

Please accept this letter with the attached documentation as a request for the City Council's approval to purchase the Opticom Preemption Kits for the Fire Department vehicles in the amount of \$21,280.00. This line item was budgeted for FY 2019-2020 Capital Improvements. Opticom is the company that is being jointly used between the county and city for the preemption program so it is considered a sole source (see attached sole source letter).



PURCHASE REQUISITION
CITY OF OKEECHOBEE
55 S.E. Third Avenue
Okeechobee, FL 34974-2903
Tel: 863-763-3372
Fax: 863-763-1686

Req. No. 16709

**Important: This number must
be shown on all invoices,
packages, cases, tickets and
correspondence.**

TO:

Transportation Control Systems
1030 South 86th Street
Tampa, FL 33619

SHIP TO:

City of Okeechobee
55 SE Third Avenue
Okeechobee, FL 34974

INVOICE IN DUPLICATE:

THIS ORDER SUBJECT TO CONDITIONS ON FACE.
NO CHANGES MAY BE MADE WITHOUT WRITTEN
PERMISSION OF PROCUREMENT MANAGEMENT.

DATE	VENDOR NO.	DELIVERY DATE	SHIP VIA BEST WAY	F.O.B. DEST.	TERMS
5/1/2020	N/A	N/A	N/A	N/A	NET 30
ITEM NO	ACCT. NUMBER	QUANTITY	UNIT	DESCRIPTION	AMOUNT
1	304-522-6400	7		Quote #9765 GPS Preemption Opticom Vehicle Kit (7 kits @ \$3,040.00 ea)	\$21,280.00
TOTAL					\$21,280.00

CITY OF OKEECHOBEE IS EXEMPT FROM FEDERAL EXCISE AND TRANSPORTATION
TAXES AND STATE SALES TAX. DO NOT INCLUDE THESE TAXES IN YOUR INVOICE.
EXEMPTION CERTIFICATE WILL BE SIGNED UPON REQUEST.
STATE SALES TAX EXEMPTION NO. 85-8012621656C-6
FEDERAL I.D. NO 59-60000-393

AUTHORIZED SIGNATURE

RECEIVING RECORD

*** SOLE SOURCE**

☐ **PARTIAL**

☐ **FINAL**



City of Okeechobee

Fire Department



5 May 2020

Marcos
City Administrator

Re: Sole Source

As you are aware, we have been in discussions with the county and a third party (provides equipment/services)(Opticom) regarding the preemption program. Please accept this document as an approval request for the purchase of the required equipment for the vehicles. This was included in our current budget. Opticom was the company that was being jointly used between the county and city.

Respectfully,
Herby Smith
Fire Chief/Marshal

AGENDA	COUNCIL ACTION - DISCUSSION - VOTE												
VI. PUBLIC HEARING CONTINUED C.2.a) Motion to adopt proposed Ordinance No. 1191. b) Public comments and discussion. c) Vote on motion.	<p>Council Member Clark moved to adopt proposed Ordinance No. 1191; seconded by Council Member Keefe.</p> <p>Mayor Watford asked whether there were any questions or comments from the public; there were none. There was no discussion from the Council.</p> <table><tr><td colspan="3">VOTE:</td></tr><tr><td>WATFORD - YEA JARRIEL - YEA</td><td>ABNEY - YEA KEEFE - YEA</td><td>CLARK - YEA MOTION CARRIED.</td></tr></table> <p>Council Member Jarriel moved to read proposed Ordinance No. 1192 by title only, setting the annual budget for October 1, 2019, through September 30, 2020; seconded by Council Member Clark.</p> <table><tr><td colspan="3">VOTE:</td></tr><tr><td>WATFORD - YEA JARRIEL - YEA</td><td>ABNEY - YEA KEEFE - YEA</td><td>CLARK - YEA MOTION CARRIED.</td></tr></table> <p>Attorney Cook read proposed Ordinance No. 1192 by title only as follows: "AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; WHICH BUDGET SETS FORTH GENERAL FUND REVENUES OF \$10,327,485.00, TRANSFERS-IN OF \$1,583,181.00, AND EXPENDITURES OF \$7,568,165.00, LEAVING A FUND BALANCE OF \$4,342,501.00; PUBLIC FACILITIES IMPROVEMENT FUND REVENUES OF \$2,283,619.00, EXPENDITURES OF \$1,047,988.00, AND TRANSFERS-OUT OF \$350,000.00, LEAVING A FUND BALANCE OF \$885,631.00; CAPITAL IMPROVEMENT PROJECTS FUND REVENUES OF \$4,273,470.00, EXPENDITURES OF \$790,940.00, AND TRANSFERS-OUT OF \$1,233,181.00, LEAVING A FUND BALANCE OF \$2,249,349.00; OTHER GRANTS FUND REVENUES OF \$37,490.00, AND EXPENDITURES OF \$0.00, LEAVING A FUND BALANCE OF \$37,490.00; APPROPRIATIONS GRANT FUND REVENUES OF \$209,000.00, AND EXPENDITURES OF \$209,000.00, LEAVING A FUND BALANCE OF \$0.00; LAW ENFORCEMENT SPECIAL FUND REVENUES OF \$10,920.00, AND EXPENDITURES OF \$6,500.00, LEAVING A FUND BALANCE OF \$4,420.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."</p> <p>Council Member Jarriel moved to adopt proposed Ordinance No. 1192; seconded by Council Member Clark.</p> <p>The <u>General Fund Budget Summary</u> lists the beginning Fund Balance of \$4,342,501.00; Estimated Revenues of \$5,984,984.00 (\$2,222,209.00 Ad Valorem, \$3,762,775.00 Other Fees, Intergovernmental, Charges for Services, Fines/Forfeitures/Penalties, Uses of Money and Property, and Other Revenues; \$350,000.00 Transferred-In from Public Facilities Improvement Fund; \$1,233,181.00 Transferred-In from Capital Improvement Projects Fund). Total Projected Expenditures of \$7,568,165.00; leaving a Fund Balance of \$4,342,501.00.</p>	VOTE:			WATFORD - YEA JARRIEL - YEA	ABNEY - YEA KEEFE - YEA	CLARK - YEA MOTION CARRIED.	VOTE:			WATFORD - YEA JARRIEL - YEA	ABNEY - YEA KEEFE - YEA	CLARK - YEA MOTION CARRIED.
VOTE:													
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VOTE:													
WATFORD - YEA JARRIEL - YEA	ABNEY - YEA KEEFE - YEA	CLARK - YEA MOTION CARRIED.											
D.1.a) Motion to read proposed Ordinance No. 1192 by title only, setting the annual budget for proposed Fiscal Year October 1, 2019, through September 30, 2020 (Exhibit 2). b) Vote on motion to read by title only. c) City Attorney to read proposed Ordinance No. 1192 by title only.													
2.a) Motion to adopt proposed Ordinance No. 1192. b) Public comments and discussion.													

AGENDA		COUNCIL ACTION - DISCUSSION - VOTE												
VI. PUBLIC HEARING CONTINUED														
D.2.b) Public comments and discussion continued.		<p>Public Facility Improvement (Transportation 301) Fund: Beginning Fund Balance of \$1,021,107.00; Total Revenue Estimates of \$1,262,512.00; Total Expenditures Projected of \$1,047,988.00, plus \$350,000.00 to be Transferred-Out to General Fund; leaving a Fund Balance of \$885,631.00.</p> <p>Capital Improvements Projects (304) Fund: Beginning Fund Balance is \$4,048,470.00; Total Revenues Estimates of \$225,000.00; Total Projected Expenditures are \$790,940.00, plus \$1,233,181.00 transferred-out to General Fund; leaving a Fund Balance \$2,249,349.00.</p> <p>Appropriations Grant (307) Funds: Beginning Fund Balance of \$0.00; Appropriation Funds Revenue of \$209,000.00; Total Projected Expenditures of \$210,000.00; leaving a Fund Balance of (\$1,000.00).</p> <p>Law Enforcement Special (601) Fund: Beginning Fund Balance is \$9,920.00; Total Estimated Revenues of \$1,000.00; Total Projected Expenditures as \$6,500.00; leaving a Fund Balance of \$4,420.00.</p> <p>Mayor Watford opened the floor for public comments and questions; there were none. There was no discussion from the Council. Personnel changes approved by adopting the budget include: a promotion for the Account Clerk position to Account Supervisor including a salary increase; the addition of two full-time Administrative Secretary positions, one within the City Clerk's Office (in place of a part-time Office Assistant) and one within General Services; a \$2,000.00 base salary increase for the General Services Coordinator position; the Code Officer position changed to a full-time position including a salary increase; and providing for Public Works seasonal part-time positions to be hired through Labor Finders as a contract service.</p>												
c) Vote on motion.		<table><tr><th colspan="4">VOTE:</th></tr><tr><td>WATFORD – YEA</td><td>ABNEY – YEA</td><td>CLARK – YEA</td><td></td></tr><tr><td>JARRIEL – YEA</td><td>KEEFE – YEA</td><td>MOTION CARRIED.</td><td></td></tr></table>	VOTE:				WATFORD – YEA	ABNEY – YEA	CLARK – YEA		JARRIEL – YEA	KEEFE – YEA	MOTION CARRIED.	
VOTE:														
WATFORD – YEA	ABNEY – YEA	CLARK – YEA												
JARRIEL – YEA	KEEFE – YEA	MOTION CARRIED.												
E.1.a) Motion to read proposed Ordinance No. 1193 by title only for Comprehensive Plan Future Land Use Map Amendment, Application No. 19-001-SSA, reclassifying Lots 10 to 12 of Block 178, OKEECHOBEE, from Single Family to Multi-Family (Exhibit 3).		<p>Council Member Keefe moved to read proposed Ordinance No. 1193 by title only, amending the Comprehensive Plan Future Land Use Map (FLUM) as submitted by Application No. 19-001-SSA, [Mr. Helio J. Pereda as registered agent of the property owner 110 Marion Road, Inc.], reclassifying Lots 10, 11, and 12, of Block 178, OKEECHOBEE [Plat Book 5, Page 5, Okeechobee County Public Records], from Single Family Residential (SF) to Multi-Family Residential (MF); seconded by Council Member Jarriel.</p>												
b) Vote on motion to read by title only.		<table><tr><th colspan="4">VOTE:</th></tr><tr><td>WATFORD – YEA</td><td>ABNEY – YEA</td><td>CLARK – YEA</td><td></td></tr><tr><td>JARRIEL – YEA</td><td>KEEFE – YEA</td><td>MOTION CARRIED.</td><td></td></tr></table>	VOTE:				WATFORD – YEA	ABNEY – YEA	CLARK – YEA		JARRIEL – YEA	KEEFE – YEA	MOTION CARRIED.	
VOTE:														
WATFORD – YEA	ABNEY – YEA	CLARK – YEA												
JARRIEL – YEA	KEEFE – YEA	MOTION CARRIED.												

ORDINANCE NO. 1211

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING SECTION 6-1 OF CHAPTER 6 OF THE CODE OF ORDINANCES TO PROVIDE FOR THE SALE OF ALCOHOL INCLUDING PACKAGE SALES WITHIN THE CITY AT CERTAIN TIMES EVERY DAY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida, has a legitimate interest to govern the sales of alcoholic beverages within the City; and

WHEREAS, the City has historically prohibited retail package sales of alcohol on Sundays; and

WHEREAS, the Okeechobee Board of County Commissioners recently amended its ordinance to allow alcohol sales excluding package sales beginning at 10:00 a.m. on Sunday; and

WHEREAS, it is appropriate to fashion an ordinance that prohibits the sale of alcohol at the same prescribed times every day of the week.

NOW THEREFORE, be it ordained by the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

SECTION 1: That Chapter 6, Alcoholic Beverages, Code of Ordinances for the City of Okeechobee Florida, is hereby amended to the following extent:

Sec. 6-1. - Hours; ~~Sunday sales; holiday sales.~~

(a) *Hours for sale of all alcoholic beverages.* Except as otherwise provided in this section, it shall be unlawful for any person or entity holding an alcoholic beverage license issued by the State of Florida to serve or sell, or cause to be sold or consumed, or to permit the sale or consumption of any alcoholic beverage between the hours of 2:00 a.m. and 7:00 a.m. daily, ~~Monday through Saturday.~~

~~(b) Sale of alcohol limited on Sunday. Except as otherwise provided in this section, it shall be unlawful for any person or entity holding an alcoholic beverage license issued by the State of Florida to serve, sell, or permit to be served or sold or consumed in or on their premises, all alcoholic beverages between the hours of 2:00 a.m. Sunday, and 1:00 p.m. Sunday. All alcoholic beverages may be sold, served, or consumed on Sundays from 1:00 p.m. to midnight, excluding package sales of liquors.~~

~~(c)~~ (b) *Authority of police department.* The chief of police, or his officers, may enter upon and into any establishment holding an alcoholic beverage license issued by the State of Florida for inspection purposes, or other such purpose as permitted by general law, during such business hours, or at such time as the license holder, his agent or employee, or such other persons who may be within the premises, to determine compliance with this section. If it reasonably appears to the officer that alcohol is being served, consumed or sold, past the time permitted in this section, the chief of police, or his officers, are authorized to immediately order the establishment to be closed. This failure to comply with this section may also subject the license holder, the owner of the business, or a tenant leasing from a license holder to any additional penalties as may be imposed by F.S. ch. 162, or this Code.

~~(d)~~ (c) *Permit suspension.*

SECTION 2: CONFLICT. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: SEVERABILITY. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

INTRODUCED for the First Reading and set for Final Public Hearing on this 2nd day of June, 2020.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this 7th day of July, 2020.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

ORDINANCE NO. 1213

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING CERTAIN TRACTS OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL MULTIPLE-FAMILY TO INDUSTRIAL ZONING DISTRICT (PETITION NO. 20-001-R); AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Okeechobee, Florida has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and

WHEREAS, Loumax Development Inc., on behalf of the property owner Nemec Children's Trust, has heretofore filed Petition No. 20-001-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning certain tracts of land consisting of approximately 2.87 acres from Residential Multiple-Family to Industrial; and

WHEREAS, said Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review provided by the Applicant, that such Petition is inconsistent with the Comprehensive Plan; and

WHEREAS, said Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing initially held on February 20, 2020, and at the request of the Applicant, deferred to March 19, 2020, deferred to April 16, 2020, and deferred to May 21, 2020, determined that such Petition is inconsistent with the Comprehensive Plan; and

WHEREAS, the City Council disagreed with the recommendation of the Planning Board and hereby finds such Petition No. 20-001-R to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

SECTION 1: LEGAL DESCRIPTION.

The following described land consisting of approximately 2.87 acres, as the subject property, located in the City of Okeechobee, to-wit:

ALL OF BLOCKS 190 AND 191, OKEECHOBEE, PLAT BOOK 5, PAGE 5 PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; together with

A PORTION OF THE FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY, SINCE ABANDONED, AND OF NORTH CURVE STREET, SINCE ABANDONED, AS SHOWN ON PLAT OF FIRST ADDITION TO OKEECHOBEE, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 6TH STREET WITH THE WEST RIGHT-OF-WAY OF SOUTHWEST 7TH AVENUE; THENCE NORTH 00°08'53" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHWEST 7TH AVENUE, A DISTANCE OF 76.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'42" WEST, A DISTANCE OF 199.99 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 251 OF SAID PLAT OF FIRST ADDITION TO OKEECHOBEE; THENCE NORTH 00°08'48" WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 693.57 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 4TH STREET; THENCE NORTH 89°47'29" EAST ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SOUTHWEST 4TH STREET; THENCE SOUTH 00°08'48" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 4TH STREET, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 190, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE

COUNTY, FLORIDA, SAID POINT BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 27°36'08 AND A RADIUS OF 1230.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 592.55 FEET TO THE SOUTHEAST CORNER OF BLOCK 191 OF SAID PLAT OF OKEECHOBEE; THENCE SOUTH 00°08'53" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHWEST 7TH AVENUE, A DISTANCE OF 23.65 FEET TO THE POINT OF BEGINNING.

SECTION 2: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject property to be changed from Residential Multiple-Family to Industrial.

SECTION 3: CONFLICT.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: SEVERABILITY.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Comprehensive Plan Amendment (20-002-SSA) is adopted and not timely challenged. If the Comprehensive Plan is timely challenged, this ordinance shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the Comprehensive Plan Amendment to be in compliance.

INTRODUCED for First Reading and set for Final Public Hearing on this **16th** day of **June**, **2020**.

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

PASSED AND ADOPTED after Second and Final Public Hearing this **7th** day of **July**, **2020**.

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: 1-6-20	Petition No. 20-001-R
		Fee Paid:	Jurisdiction: PB+CC
		1 st Hearing: 2-20-20	2 nd Hearing: 3-17-20 /
		Publication Dates:	
		Notices Mailed: 2-5-20	
Rezone, Special Exception and Variance <i>Ruth G. Spradley + Gale B. Neme</i> APPLICANT INFORMATION			
1	Name of property owner(s): NEMEC CHILDRENS TRUST		
2	Owner mailing address: 5243 EUROPA DRIVE, UNIT P, BOYNTON BEACH, FL 33437		
3	Name of applicant(s) if other than owner: NEAL MARKUS		
4	Applicant mailing address: P.O. BOX 5501, FT. LAUDERDALE, FL 33310		
	E-mail address: NJMARKUS@GMAIL.COM		
5	Name of contact person (state relationship): STEVEN L DOBBS - CONSULTANT		
6	Contact person daytime phone(s): 863-824-7644		
PROPERTY INFORMATION			
7	Property address/directions to property: 500 - 600 BLOCK OF SW 7TH AVENUE STATE ROAD 70 WEST, TURN SOUTH ONTO SW 7TH AVENUE PARCEL IS APPROXIMATELY 1,400 FT TO THE RIGHT		
8	Describe current use of property: VACANT		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) VACANT Source of potable water: OUA Method of sewage disposal: OUA		
10	Approx. acreage: 2.87 ✓ Is property in a platted subdivision? YES		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: NO		
12	Is a pending sale of the property subject to this application being granted? YES		
13	Describe uses on adjoining property to the North: North: INDUSTRIAL East: SINGLE FAMILY South: CHILD-CARE Multi-Family West: VACANT SF		
14	Existing zoning: MULTI FAMILY RESIDENTIAL Future Land Use classification: RESIDENTIAL & MULTI		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (X) No () Yes. If yes provide date, petition number and nature of approval. RMF FAMILY RESIDENTIAL		
16	Request is for: (X) Rezone () Special Exception () Variance		
17	Parcel Identification Number: 3-15-37-35-0010-01910-0010, 3-21-37-35-0020-02510-0130 ✓ 3-15-37-35-0010-01900-0010 ✓		

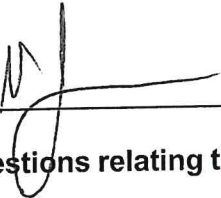
REQUIRED ATTACHMENTS

✓ 18	Applicant's statement of interest in property: CONTRACT PURCHASER
✓ 19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
✓ 20	Last recorded warranty deed: 08/01/1990
✓ 21	Notarized letter of consent from property owner (if applicant is different from property owner)
✓ 22	Three property surveys (one no larger than 11x17) containing: a. Certified boundary survey, date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre
✓ 23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Signature



Printed Name

NEAL MARKUS

Date

12/19/19.

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820

Loumax Development, Inc.

(Description of requested land use change and reason for request)

Loumax Development, Inc. has a contract to purchase approximately 2.87 acres located in Sections 15 and 21, Township 37S, and Range 35E. The property's parcel IDs are 3-15-37-35-0010-01910-0010, 3-21-37-35-0020-02510-0130, 3-15-37-35-0010-01900-0010. It is currently located in the City of Okeechobee with a current zoning of Residential Multiple Family.

The primary intent of rezoning this parcel is to change the zoning to Industrial. The proposed zoning is consistent with adjacent lands at this location surrounded by industrial, single family, churches, and other multifamily lands.

This application is for the City to grant a zoning on this parcel from the existing Residential Multiple Family to Industrial. There is adequate access to the property from SW 7th Avenue.

Loumax Development, Inc. requests that the Planning Board recommend to the City Council to grant the request to zone this parcel of land to Industrial.

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: RES. MULTI FAM Requested zoning classification: INDUSTRIAL
B	Describe the desired permitted use and intended nature of activities and development of the property? EXPAND EXISTING INDUSTRIAL FACILITY TO THE NORTH
C	Is a Special Exception necessary for your intended use? (<u>X</u>) No (<u> </u>) Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? (<u>X</u>) No (<u> </u>) Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

**FINDINGS REQUIRED FOR GRANTING A REZONING
OR CHANGE IN LAND DEVELOPMENT
REGULATIONS (Sec. 70-340, LDR page CD70:16)**

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

1. The proposed rezoning is not contrary to Comprehensive Plan requirements.
2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
3. The proposed use will not have an adverse effect on the public interest.
4. The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.
5. The proposed use will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of adjacent property.

Findings required for rezoning or change in land development regulations (cont.)

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood
7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services
8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
9. The proposed use has not been inordinately burdened by unnecessary restrictions.

The City staff will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

Loumax Development, Inc.

Responses to Standards for Considering Changes in Zoning

1. The proposed change is not contrary to the Comprehensive Plan Requirements;

The proposed request is not contrary to the Comprehensive plan requirements and is currently zoned Residential Multiple Family and the surrounding properties are zoned industrial, single family and multi-family.

2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations;

The proposed expanding Industrial projects on Industrially zoned land is specifically authorized under the proposed zoning district in the Land Development Regulations.

3. The proposed use will not have an adverse effect on the public interest;

The proposed land use change should have a positive impact on the public interest to develop land that has access to all utilities and roads and bring the land value up as a developed parcel instead of undeveloped.

4. The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses and is not contrary or detrimental to urbanizing land use patterns;

The proposed use is appropriate for the location and compatible with the adjacent land uses.

5. The proposed use will not adversely affect property values or living conditions, or be a detriment to the improvement or development of adjacent property;

The proposed use should positively impact property values, living conditions and be an improvement to the adjacent property and develop previously undeveloped land.

- 6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood;**

The proposed use can be suitably buffered from surrounding unlike uses to the south and west. The parcel is bounded to the east by SW 7th Avenue. To the north is the applicant's Industrial Property

- 7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services;**

The use will not create density patterns that would overburden any public facilities. The potential development impacts will be within the already available amenities.

- 8. The proposed use will create traffic congestion, flooding, or drainage problems, or otherwise affect public safety;**

The proposed use will not impact traffic congestion as this is already a heavily traveled street with adequate capacity for the additional traffic. To the east, there is a major ditch to the east where the parcel will drain into SW 7th Avenue ditch, a major collector in the City that discharges directly into the Rim Canal adjacent to Lake Okeechobee. This project will not adversely affect public safety.

- 9. The proposed use has not been inordinately burdened by unnecessary restrictions;**

The proposed use has not been inordinately burdened by unnecessary restrictions.

This Instrument prepared by:

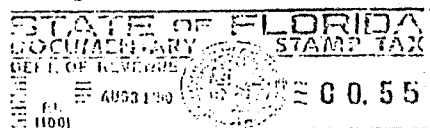
JAMES NEMEC, ESQUIRE
2001 Palm Beach Lakes Blvd., #400
West Palm Beach, Florida 33409

222090

FILED FOR RECORD
OKEECHOBEE CO. FL.

90 AUG 31 PM 2:01

GLORIA J. FORD
CLERK OF CIRCUIT COURT



Warranty Deed,

made this 26th day of August, 1990,

Between JAMES NEMEC and RUTH B. NEMEC, his wife

having an address at County of Palm Beach, State of Florida, , grantor,*

and RUTH GENEVIEVE SPRADLEY and GALE BARTLETT NEMEC, as Trustees , grantee*,

whose post office address is 7530 Clarke Road, Lake Clarke Shores, Fl. 33406

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other good and valuable considerations, receipt whereof by grantor is hereby acknowledged, has granted, bargained and sold to grantee, and grantee's heirs, legal representatives, successors and assigns forever, the following described land, situate, lying and being in Okeechobee County, Florida: All of Block 191, TOWN OF OKEECHOBEE, according to the plat thereof recorded in Plat Book 2, Page 17, St. Lucie County, Florida, public records, lying in Okeechobee County.

That portion of the Florida East Coast Railway Company Right-of-way, since abandoned, and of North Curve Street, since abandoned, as shown on Plat of First Addition to Okeechobee, Florida, as recorded in Plat Book 2, page 26, of the Public Records of Saint Lucie County, Florida, and in Plat Book 1, page 11, of the Public Records of Okeechobee County, Florida, which is bounded on the West by the Northerly extension of the West Line of Block 251 (same also being a part of the East line of a tract of land known as the STATION GROUNDS of said Railway Company), and on the South by a line extending from the Southernmost point of Block 191, as shown on the Plat of the Town of Okeechobee, as recorded in Plat Book 2, page 17, of the Public Records of St. Lucie County, Florida, and in Plat Book 1, page 10, of the Public Records of Okeechobee County, Florida, in a Westerly direction, said line being North of and parallel with the Westerly extension of the North line of Third Street, and which is bounded on the North by the Westerly extension of the North line of Fifth Street, of said Town of Okeechobee aforesaid and all that part of Fourth Street and Fifth Street lying West of Seventh Avenue in said town of Okeechobee. Lots 1 to 6, inclusive of Block 190, OKEECHOBEE, according to the plat thereof re-recorded in Plat Book 2, page 17 of the public records of St. Lucie County, Florida.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that, except as above noted, said land is free from all encumbrances.

"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Ray Greenberg
Ray Greenberg
Linda Pearson
Linda Pearson

James Neme
James Neme
Ruth B. Neme
Ruth B. Neme

STATE OF FLORIDA
COUNTY OF PALM BEACH

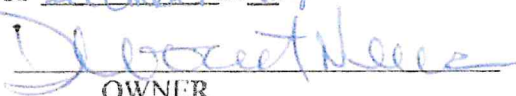
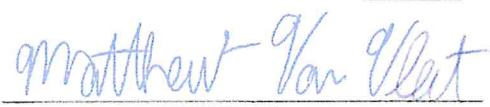
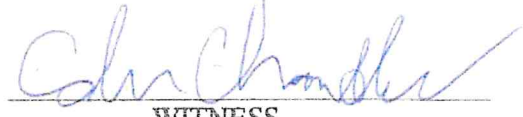


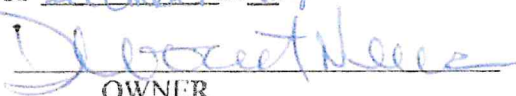
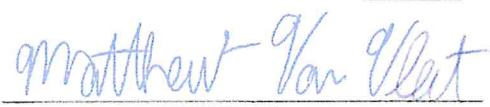
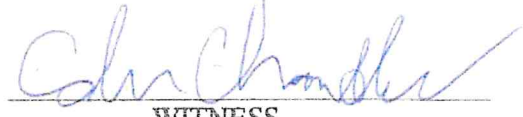


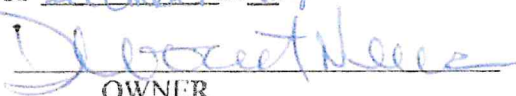
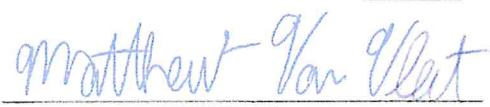
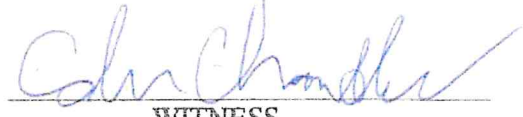


The foregoing instrument was acknowledged before me this 26 day of August, 1990, by JAMES NEMEC and RUTH B. NEMEC, his wife.

Ray Greenberg
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 22, 1993
BONDED THRU GENERAL INS. UND.

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974
Tele: 863-763-3372 Fax: 863-763-1686

LAND USE POWER OF ATTORNEY

Name of Property Owner(s): NEMEC CHILDRENS TRUST										
Mailing Address: 608 HARBOUR POINT WAY, GREENACRES, FL 33413										
Home Telephone:	Work:	Cell: 863-634-4497								
Property Address: 500-600 BLOCK OF SW 7TH AVENUE										
Parcel ID Number: 3-15-37-35-0010-01910-0010, 3-21-37-35-0020-02510-0130, 3-15-37-35-0010-01900-0010										
Name of Applicant: LOUMAX DEVELOPMENT INC										
Home Telephone:	Work:	Cell: 954-347-1077								
<p>The undersigned, being the record title owner(s) of the real property described above, do hereby grant unto the applicant stated above the full right and power of attorney to make application to the City of Okeechobee to change the land use of said property. This land use change may include rezoning of the property, the granting of special exception or variances, and appeals of decisions of the Planning Department. It is understood that conditions, limitations and restrictions may be place upon the use or operation of the property. Misstatements upon application or in any hearing may result in the termination of any special exception or variance and a proceeding to rezone the property to the original classification. This power of attorney may be terminated only by a written and notarized statement of such termination effective upon receipt by the Planning Department.</p>										
<p>IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS <u>21</u> DAY OF <u>December</u> 20<u>19</u></p> <table border="0"><tr><td> OWNER</td><td> WITNESS</td></tr><tr><td> OWNER</td><td> WITNESS</td></tr></table> <p>Before me the undersigned authority personally appeared the owner(s) named above who upon being duly sworn acknowledged before me that they are the owner(s) of the real property described above and that they executed the power of attorney for the purpose stated therein. Sworn and subscribed this <u>21st</u> day of <u>December</u> 20<u>19</u>.</p> <table border="0"><tr><td>Notary Public: </td><td rowspan="2"> SEAL OF FLORIDA</td><td>Commission # GG 102811 Expires September 9, 2021 Bonded Thru Budget Notary Services</td></tr><tr><td>Commission Expires: <u>09/09/21</u></td></tr></table>			 OWNER	 WITNESS	 OWNER	 WITNESS	Notary Public: 	 SEAL OF FLORIDA	Commission # GG 102811 Expires September 9, 2021 Bonded Thru Budget Notary Services	Commission Expires: <u>09/09/21</u>
 OWNER	 WITNESS									
 OWNER	 WITNESS									
Notary Public: 	 SEAL OF FLORIDA	Commission # GG 102811 Expires September 9, 2021 Bonded Thru Budget Notary Services								
Commission Expires: <u>09/09/21</u>										



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
LOUMAX DEVELOPMENT, INC.

Filing Information

Document Number P01000028001
FEI/EIN Number 59-3707151
Date Filed 03/19/2001
State FL
Status ACTIVE

Principal Address

312 SW 7TH AVE
OKEECHOBEE, FL 34974

Changed: 01/15/2007

Mailing Address

P.O. BOX 5501
FT LAUDERDALE, FL 33310

Registered Agent Name & Address

FISHMAN, MICHAEL
5064 NW 66 LN
CORAL SPRINGS, FL 33067

Officer/Director Detail

Name & Address

Title D

MARKUS, NEAL J
1110 OYSTERWOOD ST
HOLLYWOOD, FL 33019

Title D

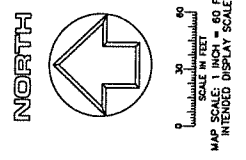
FISHMAN, MICHEAL S
5064 NW 66TH LANE
CORAL SPRINGS, FL 33067

Annual Reports

Report Year	Filed Date
-------------	------------

Corrected
Legal for #20-001-R
1-31-20

BOUNDARY SURVEY PREPARED FOR
LOUMAX DEVELOPMENT, INC.



DESCRIPTION:
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 190, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

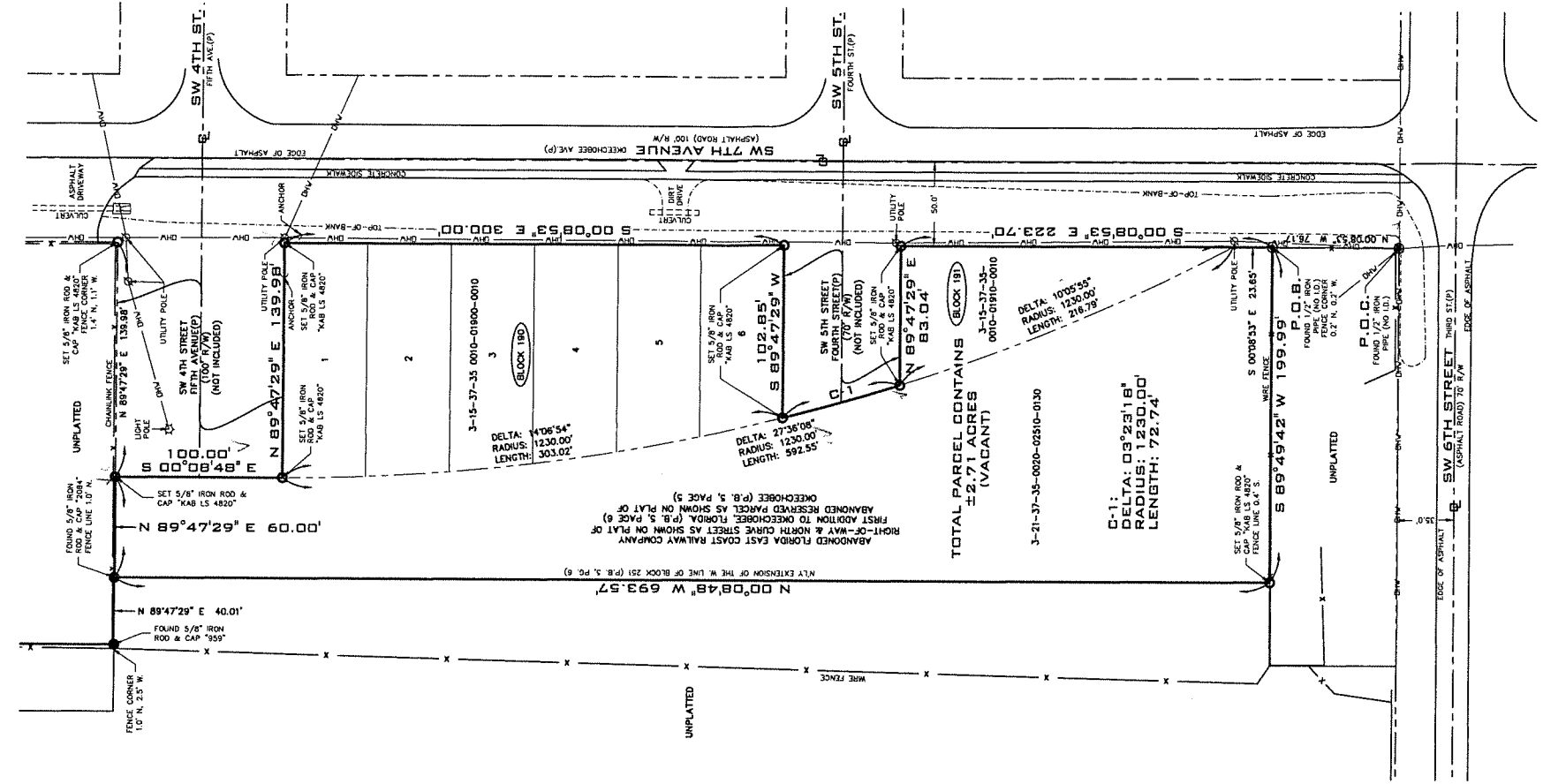
AND
ALL OF BLOCK 191, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

AND
A PORTION OF THE FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY, SINCE ABANDONED, AND OF NORTH CURVE STREET, SINCE ABANDONED, AS SHOWN ON PLAT OF FIRST ADDITION TO OKEECHOBEE, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R/W) LINE OF SW 6TH STREET WITH THE WEST R/W OF SW 7TH AVENUE; THENCE NORTH 00°08'53" WEST ALONG THE WEST R/W LINE OF SAID SW 7TH AVENUE, A DISTANCE OF 76.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'42" WEST, A DISTANCE OF 199.99 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 251 OF SAID PLAT OF FIRST ADDITION TO OKEECHOBEE; THENCE NORTH 00°08'48" WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 693.57 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH R/W LINE OF SW 4TH STREET; THENCE NORTH 89°47'29" EAST ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SW 4TH STREET; THENCE SOUTH 00°08'48" EAST ALONG THE WEST R/W LINE OF SW 4TH STREET, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 190, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, SAID POINT BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 27°36'08" AND A RADIUS OF 1230.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 592.55 FEET TO THE SOUTHEAST CORNER OF BLOCK 191 OF SAID PLAT OF OKEECHOBEE; THENCE SOUTH 00°08'53" EAST ALONG THE WEST R/W LINE OF SAID SW 7TH AVENUE, A DISTANCE OF 23.65 FEET TO THE POINT OF BEGINNING.

PROJECT SPECIFIC NOTES:

- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE CALCULATED(C) AND MEASURED(M).
- 2) SITE ADDRESS: NOT ASSIGNED AT TIME OF SURVEY.
- 3) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07/16/15.
- 4) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 5) SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- 6) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7) DATE OF LAST FIELD SURVEY: 12/30/19.



STANDARD NOTES: No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor. The survey depicted here is prepared exclusively for those parties noted. No responsibility is assumed by the surveyor for use by others not specifically named. Not valid without the signature and embossed seal of Florida licensed surveyor and mapper #4820. There are no visible above ground encroachments except as shown, and no easements or restrictions are shown, except as noted. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 30-17, Florida Administrative Code.

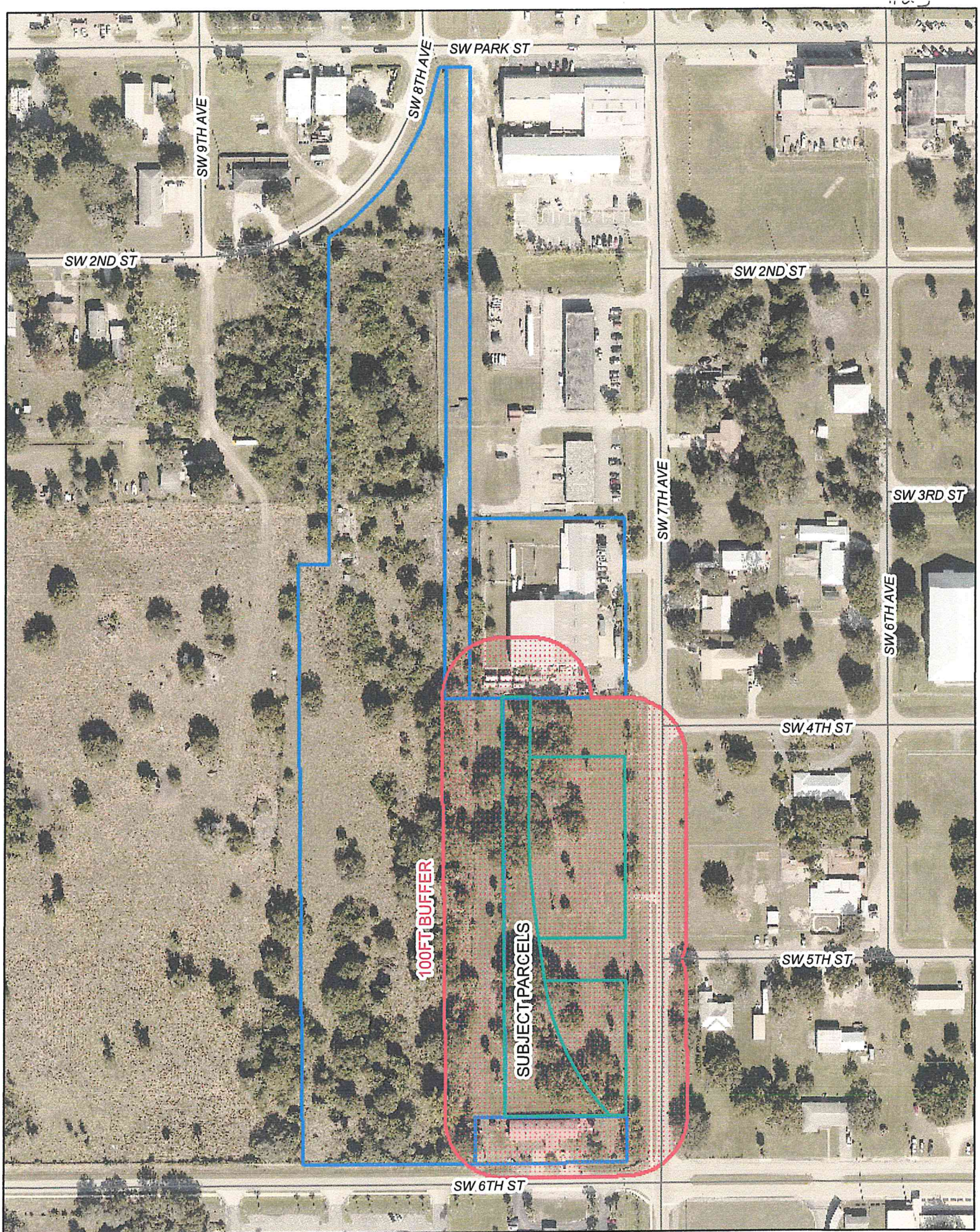
TRADEWINDS SURVEYING SERVICES, LLC.
200 S.W. 3rd Avenue
Okeechobee, FL 34974
Tel: (863) 763-2887
Fax: (863) 763-4342
Email: kab.twps@yahoo.com

Richard Barnes, III, PSM 7074

DESCRIPTION	DATE	BY	CK
BOUNDARY SURVEY	01/02/20	WC	KAB
REVISE LEGAL DESCRIPTION	01/31/20	WC	R8

FB/PG: 354/79	SCALE: 1" = 60'
FILE: 33421	JOB NO: 33421

#20-001-R



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE



PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP
2-21-37-35-0A00-00006-C000	HAVEN OF REST INC	32801 US HIGHWAY 441 N LOT 244		OKEECHOBEE	FL	349720296
2-21-37-35-0A00-00053-0000	SALRY RR	C/O CSX CORP	500 WATER ST J910	JACKSONVILLE	FL	332020000
2-21-37-35-0A00-00013-0000	DIOCESE OF PALM BEACH	ATTN REAL ESTATE DEPT	P O BOX 109650	PALM BEACH GARDENS	FL	334100000
3-21-37-35-0020-02510-0010	A CHILD'S WORLD CHILDCARE &	PRESCHOOL INC	703 SW 6TH ST	OKEECHOBEE	FL	349744288
3-15-37-35-0010-01970-0010	OKEECHOBEE COUNTY SCHOOL BOARD			OKEECHOBEE	FL	34972
3-21-37-35-0020-02510-0120	110 MARION ROAD INC	PO BOX 453511		MIAMI	FL	332453511
3-15-37-35-0010-01920-0100	HAMRICK SARAH REGINA REVOC TRU	P O BOX 837		OKEECHOBEE	FL	349730000
3-15-37-35-0010-01920-0070	UNDERWOOD WILLIAM L & KELLEY A	615 SW 5TH ST		OKEECHOBEE	FL	349744258
3-15-37-35-0010-01920-0040	UNDERWOOD WILLIAM L & KELLEY A	615 SW 5TH ST		OKEECHOBEE	FL	349744258
3-15-37-35-0010-01920-0010	SCHOOLEY KEVIN L & DEBORAH S	2139 SW 22ND CIR N		OKEECHOBEE	FL	349745701
3-15-37-35-0010-01890-0010	KNISELY LINDA RUCKS & ROBERT	601 SW 4TH STREET		OKEECHOBEE	FL	34974
3-15-37-35-0010-01790-0080	HILL JUDITH E	635 SW 85TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01790-0060	CREECH DANIEL B	406 SW 2ND STREET		OKEECHOBEE	FL	34974
2-21-37-35-0A00-00005-0000	LOUMAX DEVELOPMENT INC	PO BOX 5501		FT LAUDERDALE	FL	33310
3-15-37-35-0010-01790-0010	BELIEVERS FELLOWSHIP	P O BOX 653		OKEECHOBEE	FL	34973
2-21-37-35-0A00-00001-A000	OKEECHOBEE PLAZA PROPERTIES	MANAGEMENT LLC	4285 21ST STREET SW	VERO BEACH	FL	32968
2-21-37-35-0A00-00001-A000	OKEECHOBEE PLAZA PROPERTIES	MANAGEMENT LLC	4285 21ST STREET SW	VERO BEACH	FL	32968
3-15-37-35-0010-01890-0100	SCHOOLEY KEVIN L & DEBORAH S	604 SW 5TH STREET		OKEECHOBEE	FL	34974
3-15-37-35-0010-01890-0040	SCHOOLEY KEVIN L & DEBORAH S	2139 SW 22ND CIR N		OKEECHOBEE	FL	349745701

Petition No. 20-001-R

Affidavit Attesting to the Completeness and Accuracy of the List of Surrounding Property Owners

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of DECEMBER 19TH, 2019 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 19 day of

December, 2019.

[Signature]
Signature of Applicant

12/19/19
Date

NEAL MARKUS

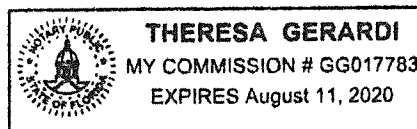
Name of Applicant (printed or typed)

Sworn to and subscribed before me this 19 day of DECEMBER, 2019. Personally known to me NEAL MARKUS or produced [Signature] as identification and did not take an oath.

[Signature]

Notary Public, State of Florida

Seal:



Okeechobee County Property Appraiser

Mickey L. Bandi

2019 Certified Values

updated: 1/2/2020

Parcel: << **3-15-37-35-0010-01910-0010** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	SPRADLEY RUTH G & NEMEC GALE B %NEMEC CHILDREN'S TRUST 5243 EUROPA DR UNIT P BOYNTON BEACH, FL 334370000		
Site	SW 6TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE ALL BLOCK 191		
Area	0.409 AC	S/T/R	15-37-35
Use Code**	VACANT (000000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2018 Certified Values		2019 Certified Values	
Mkt Land (1)	\$25,087	Mkt Land (1)	\$25,087
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$25,087	Just	\$25,087
Class	\$0	Class	\$0
Appraised	\$25,087	Appraised	\$25,087
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$25,087	Assessed	\$25,087
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$25,087 city:\$25,087 other:\$25,087 school:\$25,087	Total Taxable	county:\$25,087 city:\$25,087 other:\$25,087 school:\$25,087

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/1/1990	\$0	316/1436	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
161CI2	CITY LT (MKT)	223.000 FF - (0.409 AC)	1.00/1.00 1.00/1.00	\$112	\$25,087

Okeechobee County Property Appraiser

Mickey L. Bandi

2019 Certified Values

updated: 1/2/2020

Parcel: << **3-15-37-35-0010-01900-0010** >>**Owner & Property Info**

Result: 1 of 3

Owner	SPRADLEY RUTH G & NEMEC GALE B %NEMEC CHILDREN'S TRUST 608 HARBOUR POINTE WAY GREENACRES, FL 334130000		
Site	SW 7TH AVE, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE LOTS 1 TO 6 INC BLOCK 190		
Area	0.86 AC	S/T/R	15-37-35
Use Code**	VACANT (000000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2018 Certified Values		2019 Certified Values	
Mkt Land (1)	\$41,850	Mkt Land (1)	\$41,850
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$41,850	Just	\$41,850
Class	\$0	Class	\$0
Appraised	\$41,850	Appraised	\$41,850
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$41,850	Assessed	\$41,850
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$41,850 city:\$41,850 other:\$41,850 school:\$41,850	Total Taxable	county:\$41,850 city:\$41,850 other:\$41,850 school:\$41,850

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer Pictometry Google Maps

☒ 2019
 ☐ 2018
 ☐ 2017
 ☐ 2015
 ☐ 2014
 ☐ Sales
**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/1/1990	\$0	316/1436	WD	V	U	03
4/6/1964	\$0	80/0731	QC	V	U	03
2/18/1964	\$0	79/0499	QC	V	U	03
2/17/1964	\$0	79/0497	QC	V	U	03

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value

161C12	CITY LT (MKT)	300.000 FF - (0.860 AC)	1.00/1.00 1.00/1.00	\$140	\$41,850
Search Result: 1 of 3					
© Okeechobee County Property Appraiser Mickey L. Bandi Okeechobee, Florida 863-763-4422				by: GrizzlyLogic.com	

Okeechobee County Property Appraiser

Mickey L. Bandi

2019 Certified Values

updated: 1/2/2020

Parcel: << **3-21-37-35-0020-02510-0130** >>**Owner & Property Info**

Owner	SPRADLEY RUTH G & NEMEC GALE B %NEMEC CHILDREN'S TRUST 608 HARBOUR POINTE WAY GREENACRES, FL 334130000		
Site	SW 6TH ST, OKEECHOBEE		
Description*	THAT PORTION OF THE FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY, SINCE ABANDONED, AND OF NORTH CURVE STREET, SINCE ABANDONED, AS SHOWN ON PLAT OF FIRST ADDITION TO OKEECHOBEE, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF SAINT ...more>>>		
Area	1.6 AC	S/T/R	21-37-35
Use Code**	VACANT (000000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

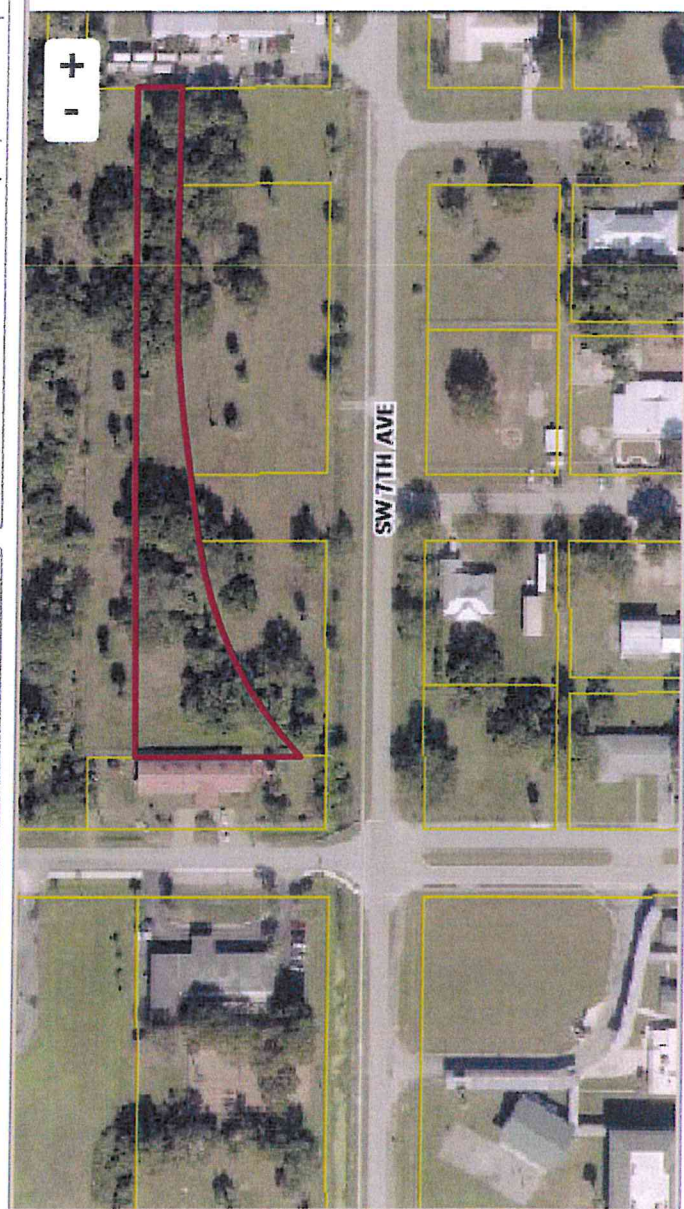
**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2018 Certified Values		2019 Certified Values	
Mkt Land (1)	\$15,600	Mkt Land (1)	\$16,800
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$15,600	Just	\$16,800
Class	\$0	Class	\$0
Appraised	\$15,600	Appraised	\$16,800
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$15,600	Assessed	\$16,800
Exempt	\$0	Exempt	\$0
Total	county:\$15,600 city:\$15,600	Total	county:\$16,800 city:\$16,800
Taxable	other:\$15,600 school:\$15,600	Taxable	other:\$16,800 school:\$16,800

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer Pictometry Google Maps

☒ 2019
 ☐ 2018
 ☐ 2017
 ☐ 2015
 ☐ 2014
 ☐ Sales
**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/1/1990	\$0	316/1436	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value

1/6/2020

Okeechobee County Property Appraiser

961CAC

NON/CONFIG (MKT)

1.600 AC

1.00/1.00 1.00/0.75

\$10,500

\$16,800

© Okeechobee County Property Appraiser | Mickey L. Bandi | Okeechobee, Florida | 863-763-4422

by: GrizzlyLogic.com



Staff Report

Rezoning Request

Prepared for: *The City of Okeechobee*

Applicant: *Neal Markus*
 Loumax Development Inc

Address: *500-600 Block of SW 7th Avenue*

Petition No.: *20-001-R*

General Information

Applicant Owner	Neal Markus, Loumax Development Inc Ruth G. Spradley & Gale B. Nemec
Applicant Address	PO Box 5501, Fort Lauderdale, FL 33310
Applicant Email Address	njmarkus@gmail.com
Site Address	500-600 Block of SW 7 th Avenue
Parcel Identification	3-15-37-35-0010-01910-0010 3-15-37-35-0010-01900-0010 3-21-37-35-0020-02510-0130
Contact Person	Steven L. Dobbs
Contact Phone Number	863.824.7644
Contact Email Address	sdobbs@stevedobbsengineering.com

Request

The matter before the Local Planning Agency and City Council is an application to rezone three vacant parcels of land totaling 2.87 acres from Residential Multiple Family to Industrial. The properties are bounded by SW 7th Ave on the east side, SW 6th Street on the south side and the Applicants existing industrial facility to the north. The Applicant has stated that the reason for these requests is expansion of existing industrial operations. According to the Applicant's representative, the current operations include manufacturing of compressed air canisters.

The subject property is designated Single Family and Multi-Family Residential on the Future Land Use Map. The Applicant has submitted a concurrent request for a small scale future land use map amendment to change the designation of these same parcels to Industrial on the City's Future Land Use Map.

The current and proposed Future Land Use designations, zoning, existing use, and acreage of the subject property and surrounding properties are shown in the following tables and on the maps.

Future Land Use, Zoning and Existing Use

	Existing	Proposed
Future Land Use	Single Family and Multi-Family Residential	Industrial
Zoning	Residential Multiple Family	Industrial
Use of Property	Vacant	Industrial
Acreage	2.87 acres	2.87 acres

Future Land Use, Zoning, and Existing Uses on Surrounding Properties

North	Future Land Use	Industrial
	Zoning	Industrial
	Existing Use	Loumax Development
East	Future Land Use	Single Family Residential
	Zoning	Residential Multiple Family
	Existing Use	Single Family Home and Vacant
South	Future Land Use	Multi-Family Residential
	Zoning	Residential Multiple Family
	Existing Use	Childcare Facility
West	Future Land Use	Multi-Family Residential
	Zoning	Residential Multiple Family
	Existing Use	Vacant and Pending Residential Apartment Complex

Analysis

Section 70-340 of the Land Development Regulations requires that the reviewing body find that an application for rezoning meets each of the following conditions. The Applicant has provided brief comments to each of the required findings. These are repeated below in Times Roman typeface exactly as provided by the Applicant. Staff has made no attempt to correct typos, grammar, or clarify the Applicant's comments. Staff comments are shown in this Arial typeface.

1. *The proposed rezoning is not contrary to Comprehensive Plan requirements.*

Applicant Comment: "The proposed request in not contrary to the Comprehensive plan requirements and is currently zoned Residential Multiple Family and the surrounding properties are zoned industrial, single family and multi-family."

Staff Comment: The property to the north of these parcels is industrial but the remainder of the surrounding properties hold residential designations on the City's Future Land Use Map and the City's Zoning Map. While much of the directly adjacent land is vacant, there exists one single family residence and a preschool across SW 7th Ave from these parcels. Other single family residences exist nearby and a new multi-family apartment project has been approved nearby as well.

The Applicant currently owns and operates a 1.6 acre industrial site to the north of these subject parcels, which is one of only a few industrial properties south of Park Street in the City. We are not recommending approval of the Applicant's requested Future land use amendment because expansion of the Industrial Future Land Use in this area would be out of character with the predominantly residential nature of the surrounding neighborhood and is therefore inconsistent with the existing pattern of development and Future Land Use Objective 12 of the City's Comprehensive Plan. Additionally, if the City Council does not approve the

Applicant's concurrent small scale future land use map amendment, then this rezoning request cannot be approved either.

2. *The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.*

Applicant Comment: "The proposed of expanding of Industrial projects on Industrially zoned land is specifically authorized under the proposed zoning district in the Land Development Regulations."

Staff Comment: Manufacturing of non-explosive products is a permitted use in the Industrial zoning district.

3. *The proposed use will not have an adverse effect on the public interest.*

Applicant Comment: "The proposed land use change should have a positive impact on the public interest to develop land that has access to all utilities and roads and bring the land value up as a developed parcel instead of undeveloped."

Staff Comment: Expansion of the Applicant's existing operations could have positive impacts on the public interest by bringing additional jobs to the community and increasing the tax base of the City. However, allowing the expansion of industrial zoning and industrial uses could have an adverse impact in this predominantly residential neighborhood and could have an adverse impact on investment in residential development in this area.

4. *The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.*

Applicant Comment: "The proposed use is appropriate for the location and compatible with the adjacent land uses."

Staff Comment: If this rezoning request is approved, it would allow for expansion of industrial uses farther into an area that is predominantly residential. Industrial is typically one of the least compatible land uses to residential. In addition to the use the specific manufacturing use that the applicant is proposing at this location, it is important to consider the other uses that would be permitted according to the Industrial zoning district regulations including:

- Manufacturing, processing, except those which produce explosives
- Mechanical and repair services
- Bulk storage of nonhazardous material.
- Outdoor sales and storage, building contractor
- Wholesale sales and distribution
- Enclosed warehouse and storage
- Commercial laundry, dry cleaner
- Auto service station, car wash
- Radio, television or cable reception, transmission or operational facilities.
- Public utility.
- Public facility
- Water treatment services, (including storage of chemicals for use and/or retail sale)
- Pest control (including storage of chemicals for use and/or retail sale)
- Medical marijuana dispensary

5. *The proposed use will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of adjacent property.*

Applicant Comment: “The proposed use should positively impact property values, living conditions and be an improvement to the adjacent property and develop previously undeveloped land.”

Staff Comment: There are currently several vacant residentially zoned properties adjacent to the subject parcels. Approval of this rezoning request could affect the likeliness of those properties to be developed and could thereby affect the value of those properties. Additional heavy truck traffic in this neighborhood could also affect the living conditions of the nearby residents.

6. *The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.*

Applicant Comment: “The proposed use can be suitably buffered from surrounding unlike uses to the south and west. The parcel is bounded to the east by SW 7th Avenue. To the north is the applicant’s Industrial Property.”

Staff Comment: Depending on the specific activities involved, buffering can be used to alleviate some of the potential impacts of industrial uses. However, buffering will not reduce the impacts of increased heavy truck traffic in this predominantly residential neighborhood.

7. *The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.*

Applicant Comment: “The use will not create density patterns that would overburden any public facilities. The potential development impacts will be within the already available amenities.”

Staff Comment: Potential demand for schools and recreation facilities would be reduced if this rezoning is approved. Potential demand for water, sewer and solid waste is likely to increase. Additional vehicle trips are also projected. However, approval of this request is not likely to create a density pattern that will overburden facilities.

8. *The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.*

Applicant Comment: “The proposed use will not impact traffic congestion as this is already a heavily traveled street with adequate capacity for the additional traffic. To the east there is a major ditch to the east where the parcel will drain into SW 7th Avenue ditch, a major collector in the City that discharges directly into the Rim Canal adjacent to Lake Okeechobee. This project will not adversely affect public safety.”

Staff Comment: There is no reason to doubt the Applicant’s comments on this finding. Drainage issues would be considered at time of site plan review.

9. *The proposed use has not been inordinately burdened by unnecessary restrictions.*

Applicant Comment: “The proposed use has not been inordinately burdened by unnecessary restrictions.”

Staff Comment: The proposed use has not been inordinately burdened by unnecessary restrictions.

Recommendation

Based on the foregoing analysis, we find the requested rezoning to Industrial to be inconsistent with the City’s Comprehensive Plan. We have reservations regarding the compatibility with adjacent uses and do not find it consistent with the urbanizing pattern of the area. Therefore, we **cannot** recommend approval of the Applicant’s rezoning request.

Additionally, we have not recommended approval of the Applicant’s concurrent request for a future land use map amendment of these parcels. If the Council does not approve that request, then this rezoning request cannot be approved either.

Submitted by:



Ben Smith, AICP
Sr. Planner

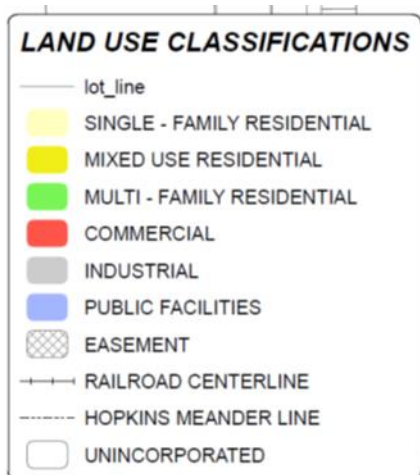
February 11, 2020

Planning Board Public Hearing: February 20, 2020

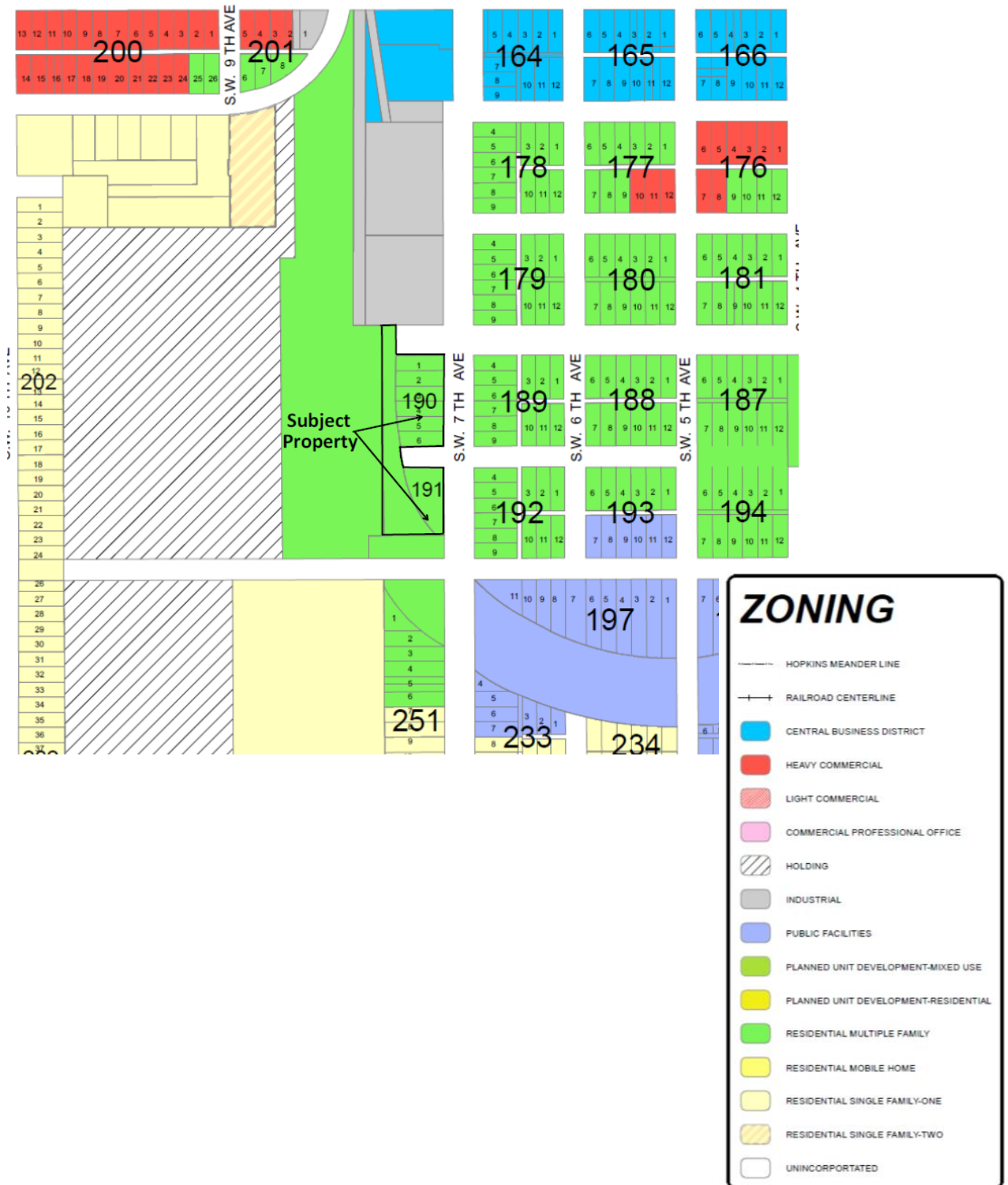
City Council Public Hearing: (tentative) March 17, 2020

Attachments: Future Land Use, Subject Site & Environs
 Zoning, Subject Site & Environs
 Aerial, Subject Site & Environs

**FUTURE LAND USE
SUBJECT SITE AND ENVIRONS**



ZONING SUBJECT SITE AND ENVIRONS



AERIAL SUBJECT SITE AND ENVIRONS



ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL MULTIPLE-FAMILY TO CENTRAL BUSINESS DISTRICT (PETITION NO. 20-002-R); AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and

WHEREAS, Best Value Real Estate, LLC has heretofore filed Petition No. 20-002-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning a certain tract of land consisting of approximately 0.50 acres from Residential Multiple-Family to Central Business District; and

WHEREAS, said Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review provided by the Applicant, that such Petition is consistent with the Comprehensive Plan; and

WHEREAS, said Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on May 21, 2020, determined that such Petition is consistent with the Comprehensive Plan; and

WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds such Petition No. 20-002-R to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

SECTION 1: LEGAL DESCRIPTION.

The following described land consisting of approximately 0.50 acres, as the subject property, located in the City of Okeechobee, to-wit:

CITY OF OKEECHOBEE BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND RUN SOUTH ALONG THE EAST LINE OF LOT 2, AFORESAID A DISTANCE OF 142.50-FEET; THENCE WEST PARALLEL TO SOUTH PARK STREET TO THE INTERSECTION OF THE WEST LINE OF LOT 3, BLOCK 171 EXTENDED SOUTH; THENCE NORTH ALONG SAID EXTENDED WEST LINE A DISTANCE OF 142.50-FEET TO THE SOUTH BOUNDARY OF SOUTH PARK STREET; THENCE EAST ALONG THE SOUTH BOUNDARY OF SOUTH PARK STREET TO THE POINT OF BEGINNING. SAID LANDS ALSO DESCRIBED AS FOLLOWS: LOTS 2 AND 3, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, ALSO THAT PART OF NORTH CURVE STREET AND PART OF THE FORMER BUT NOW ABANDONED FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AS SHOWN ON PLAT OF FIRST ADDITION TO TOWN OF OKEECHOBEE, RECORDED IN PLAT BOOK 3, PAGE 26, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FL, LYING SOUTH OF AND ADJACENT TO SAID LOTS 2 AND 3, BLOCK 171, TOWN OF OKEECHOBEE AFORESAID; together with

LOT 4, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ALSO THAT PART OF NORTH CURVE STREET AS SHOWN ON PLAT OF FIRST ADDITION TO TOWN OF OKEECHOBEE, RECORDED IN PLAT BOOK 3, PAGE 26, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING SOUTH OF AND ADJACENT TO SAID LOT 4, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF

OKEECHOBEE COUNTY, FLORIDA, AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 171; THENCE SOUTH 00°01'50" WEST, A DISTANCE OF 142.50-FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 100.00-FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST, A DISTANCE OF 34.64-FEET TO THE POINT OF TERMINUS.

SECTION 2: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject properties to be changed from Residential Multiple-Family to Central Business District.

SECTION 3: CONFLICT.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: SEVERABILITY.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

INTRODUCED for First Reading and set for Final Public Hearing on this **16th** day of **June**, **2020**.

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

PASSED AND ADOPTED after Second and Final Public Hearing this **7th** day of **July**, **2020**.

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>3-12-20</u>	Petition No. <u>20-002-K</u>
		Fee Paid:	Jurisdiction: <u>PB+CC</u>
		1 st Hearing: <u>5-21-20</u>	2 nd Hearing: <u>6-16-20 & 7-7-20</u>
		Publication Dates:	
		Notices Mailed:	
Rezone, Special Exception and Variance			
APPLICANT INFORMATION			
1	Name of property owner(s): Best Value Real Estate LLC		
2	Owner mailing address: 407 Saint Andrews Dr Belleair, FL 33756-1935		
3	Name of applicant(s) if other than owner Dillon Moore		
4	Applicant mailing address: 407 Saint Andrews Dr Belleair, FL 33756-1935		
	E-mail address: dmoore@bestvaluehealthcare.com		
5	Name of contact person (state relationship): Dillon Moore, Chief Financial Officer		
6	Contact person daytime phone(s): 251-802-9996		
PROPERTY INFORMATION			
7	Property address/directions to property: 204 SE Park St <u>4 SE Park St</u> Okeechobee, FL 34972		
8	Describe current use of property: Medical Office		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) 1 Office/Medical Office, 0 dwelling units, Currently in-use, non-vaccant Source of potable water: City Method of sewage disposal: City		
10	Approx. acreage: <u>0.5</u> ✓ Is property in a platted subdivision? Yes, City of Okeechobee		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: No		
12	Is a pending sale of the property subject to this application being granted? <u>No</u>		
13	Describe uses on adjoining property to the North: North: City Road/City Office/Public Right of Way East: Office Building South: Assisted Living Facility West: City Road/Retail Stores		
14	Existing zoning: Residential Multi-Family Future Land Use classification: Commercial		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<u>x</u>) No () Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<u>x</u>) Rezone () Special Exception () Variance		
17	Parcel Identification Number: Parcel 1: 3-15-37-35-0010-01710-0020 (Practice) ✓		

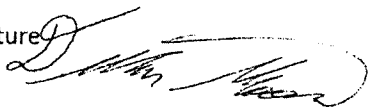
Parcel 2: 3-15-37-35-0010-01710-0040 (Adjoining vacant lot) ✓

REQUIRED ATTACHMENTS	
✓ 18	Applicant's statement of interest in property: Owner
✓ 19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
✓ 20	Last recorded warranty deed: 8/23/2019
✓ 21	Notarized letter of consent from property owner (if applicant is different from property owner)
✓ 22	Three property surveys (one no larger than 11x17) containing: a. Certified boundary survey, date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre
✓ 23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
✓ 24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Signature



Printed Name

Dillon Moore

Date

01/30/2020

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: Residential Multi-Family Requested zoning classification Central Business District
B	Describe the desired permitted use and intended nature of activities and development of the property? Operation of existing Medical Office
C	Is a Special Exception necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

**FINDINGS REQUIRED FOR GRANTING A REZONING
OR CHANGE IN LAND DEVELOPMENT
REGULATIONS (Sec. 70-340, LDR page CD70:16)**

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

1. The proposed rezoning is not contrary to Comprehensive Plan requirements.
This proposal is not contrary to Comprehensive Plan requirements and is being made to bring the property into compliance with the City's future land use designation and is consistent with the property's current use for the last 30+ years. The property is zoned residential multi-family while it has been used as a medical office for the last 30+ years. the Intent is to continue to use the property as a medical office. No changes to the property's use are expected.
2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
We are applying for Central Business District zoning which is consistent with surrounding properties and consistent with the property's current use.
3. The proposed use will not have an adverse effect on the public interest.
The Property is currently used as a medical office and the plan is to continue to use the property in this capacity as it has been used for the last 30+ years.
4. The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.
The Property is located in the down-town area of Okeechobee and there are many other small offices and other medical offices surrounding and adjacent to the property.
5. The proposed use will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of adjacent property.
No changes are expected to the use of the property and the application is being made to have zoning be consistent with the property's historical and contributing use.

Findings required for rezoning or change in land development regulations (cont.)

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood

The property is located in the down-town are of Okeechobee and is only open during normal working hours of approximately 8am - 5pm during weekdays. The plan is to continue this use. The property has operated in this capacity for 30+ years.

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

No changes are expected to be made to the property and volume of business is not expected to change.

We are open to the idea of joining the two parcels together, should the City find that to be beneficial.

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.

The property's use is not expected to change, patient volume is not expected to substantially increase and the property's use is not expected to change.

9. The proposed use has not been inordinately burdened by unnecessary restrictions.

We intend to use the property as it has been used for the last 30+ years, as a simple primary care medical office.

The City staff will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.



Best Value Healthcare
Best Value Real Estate
407 St. Andrews Drive
Belleair, FL 33756

1/30/2020

RECEIVED
MAR 26 2020

To whom it may concern,

We respectfully ask that the City consider this application for rezoning of a property that we own located at 204 SE Park St, Okeechobee, FL.

Parcel 1: 3-15-37-35-0010-01710-0020 (Practice)

Parcel 2: 3-15-37-35-0010-01710-0040 (vacant lot)

Best Value Healthcare and Best Value Real Estate purchased the practice and land from Stanley Sweda, MD in July/August 2019 (closing of the land took place on 8/23/19) as Dr. Sweda was permanently retiring from practicing medicine. We currently employ approximately 10 people at the practice and have plans to continue successful operations in the long term. Dr. Sweda had been operating a medical practice on the premises for at least 30 years (date of incorporation 10/23/1987) prior to purchase by Best Value. The property is currently zoned Residential Multi-family for reasons unknown. The property appears to have taken on the zoning of Residential Multi-Family in 1998 despite the practice being in operation since 1987. The Property Appraiser Building Description is "OFFICE MED." The property is surrounded and directly adjacent to "Central Business District" and Commercially zoned properties. There is no other residentially zoned property on the block in which the property is located. The Future Land Use map provided by the city has the property zoned "Commercial." Based on the surrounding properties as well as the circumstances above, we feel that the most appropriate zoning is "Central Business District."

The practice has been a fixture in the community and has served thousands of patients over the past 30+ years. We look forward to continuing our successful partnership with the City of Okeechobee and its surrounding communities.

Thank you for your consideration. Please feel free to reach out to me at any time for questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dillon Moore'.

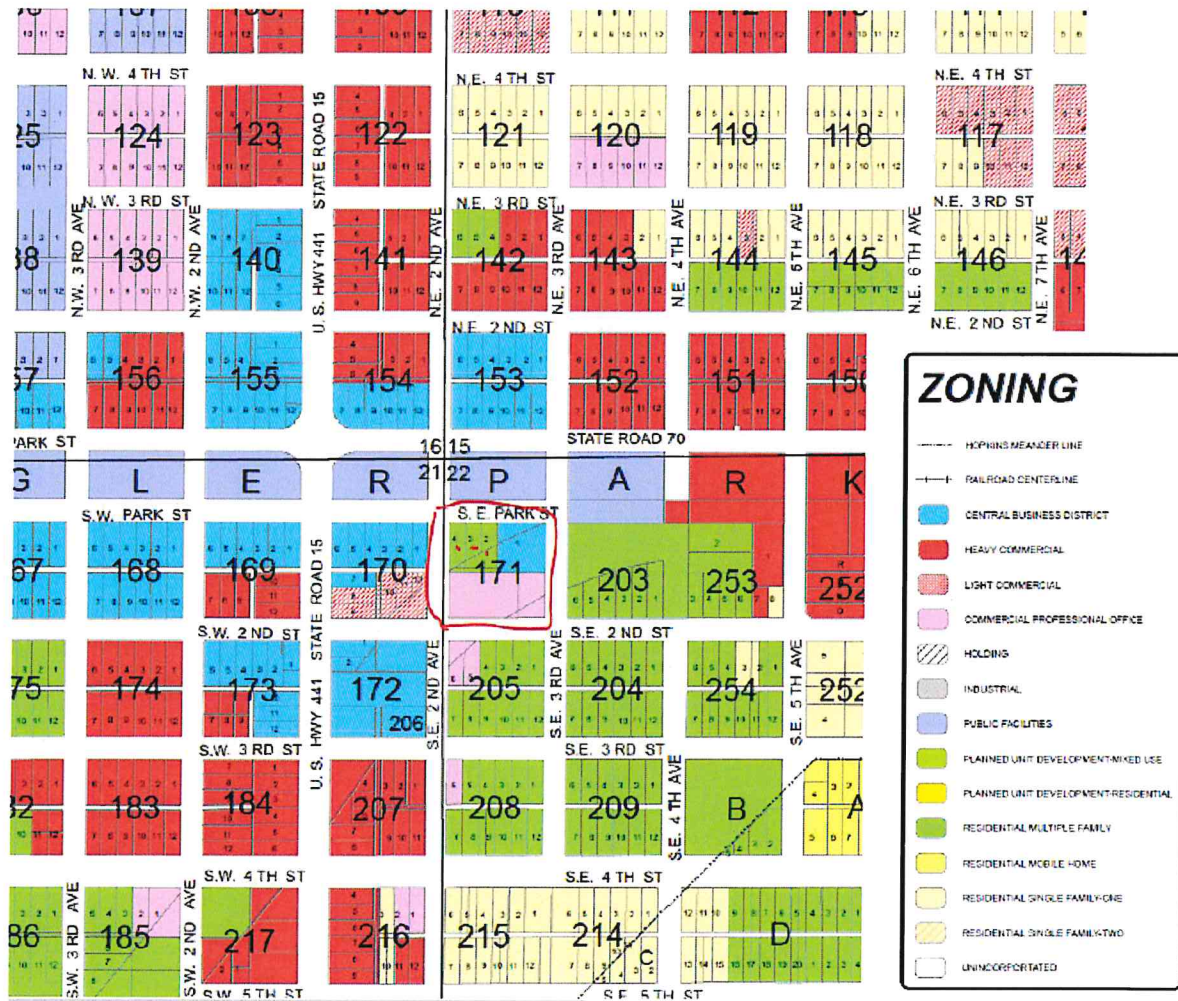
Dillon Moore

Chief Financial Officer
dmoore@bestvaluehealthcare.com
251-802-9996



Best Value Healthcare
Best Value Real Estate
407 St. Andrews Drive
Belleair, FL 33756

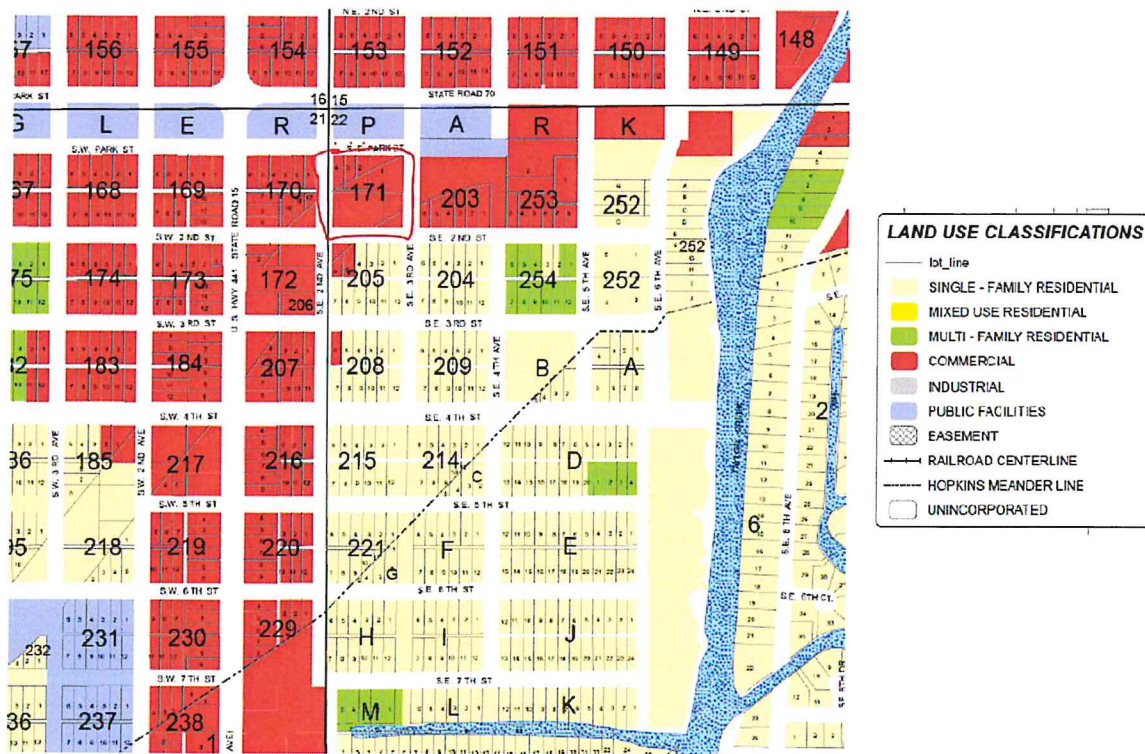
Current Zoning:





Best Value Healthcare
Best Value Real Estate
407 St. Andrews Drive
Belleair, FL 33756

Future Land Use:



FILE NUM 2019009032
OR BK 829 PG 1950
SHARON ROBERTSON, CLERK & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA
RECORDED 08/28/2019 12:20:03 PM
ANT \$170,000.00
RECORDING FEES \$18.50
DEED DOC \$1,190.00
RECORDED BY L Shain
Pgs 1950 - 1951 (2 pgs)

This Document Prepared By and Return to:
Christopher J. Twohey, PA
844 SE Ocean Blvd. Suite A
Stuart, Florida 34994

Parcel ID Number:

Warranty Deed

This Indenture, Made this 23rd day of August, 2019 A.D., Between Stanley Sweda, M.D. (as to Parcel 1) and Gail Siekmann and Marcella Curcurito, as Personal Representatives of the Estate of Rennae Belsky Sweda, deceased (as to Parcel 2) of the County of Indian River, State of Florida, grantors, and Best Value Real Estate, LLC, a Florida limited liability company whose address is: 407 Saint Andrews Dr., Belleair, FL 33756 of the County of, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10)

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Okeechobee State of Florida to wit:

PARCEL 1: 3-15-37-35-0010-01710-0020

Beginning at the Northeast Corner of Lot 2, Block 171, TOWN OF OKEECHOBEE, according to the plat thereof recorded in Plat Book 5, page 5 of the Public Records of Okeechobee County, Florida, and run South along the

Continued on Attached

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Gerard A. Scobie
Witness

Printed Name: Nelida Castro
Witness

Estate of Rennae Belsky Sweda, deceased

By: Gail Siekmann (Seal)

Gail Siekmann, Personal Representative
Address: 1575 Indian River Blvd., Ste. C-120, Vero Beach, FL 32960

By: Marcella Curcurito (Seal)

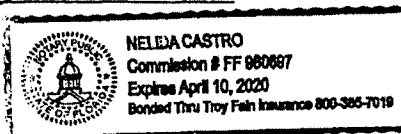
Marcella Curcurito, Personal Representative
P.O. Address: 1575 Indian River Blvd., Ste. C-120, Vero Beach, FL 32960

Stanley Sweda (Seal)
Stanley Sweda, M.D.
P.O. Address: 1575 Indian River Blvd., Ste. C-120, Vero Beach, FL 32960

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 22 day of August, 2019, by Gail Siekmann, Personal Representative and Marcella Curcurito, Personal Representative of Estate of Rennae Belsky Sweda, deceased on behalf of the estate who are personally known to me or who have produced their Florida's driver license as identification.

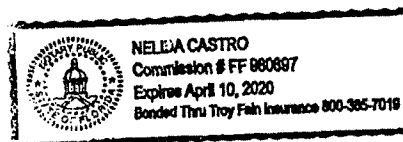
Printed Name:
Notary Public
My Commission Expires:



State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 23rd day of August, 2019, by Stanley Sweda, M.D. who is personally known to me or who has produced his Florida's driver license as identification.

Printed Name:
Notary Public
My Commission Expires:



sweda

Lower Generated by CDisplay Systems, Inc. 2019 (043) 763-5555 and Form FLWD-1

Warranty Deed - Page 2

Parcel ID Number:

East line of Lot 2, aforesaid a distance of 142.5 feet; thence West parallel to South Park Street to the intersection of the West line of Lot 3, Block 171 extended South; thence North along said extended West line a distance of 142.5 feet to the South boundary of South Park Street; thence East along the South boundary of South Park Street to the Point of Beginning. Said lands also described as follows: Lots 2 and 3, Block 171, TOWN OF OKEECHOBEE, according to plat thereof recorded in Plat Book 5, page 5, of the public records of Okeechobee County, Florida, also that part of North Curve Street and part of the former but now abandoned Florida East Coast Railroad right of way as shown on plat of First Addition to Town of Okeechobee, recorded in Plat Book 3, page 26, of the Public Records of St. Lucie County, Florida, lying South of and adjacent to said Lots 2 and 3, Block 171, Town of Okeechobee aforesaid.

PARCEL 2: 3-15-37-35-0010-01710-0040

Lot 4, Block 171, Town of Okeechobee, according to the plat thereof recorded in Plat Book 5, Page 5, Public Records of Public Records of Okeechobee County, Florida.

SUBJECT TO:

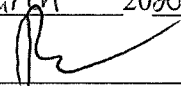
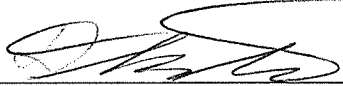
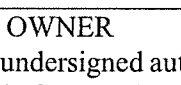
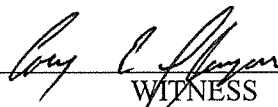
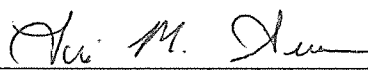
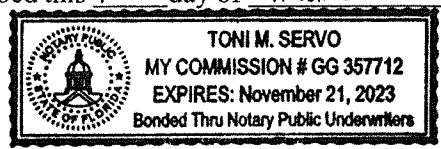
1. Taxes for the year 2019, and all subsequent years;
2. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
3. Restrictions and matters appearing on the Plat or otherwise common to the subdivision; and
4. Public utility easements of record, if any.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantors.

NOTE TO PROPERTY APPRAISER: THE ALLOCATION OF CONSIDERATION PAID FOR PARCEL 1 IS \$142,000.00 AND FOR PARCEL 2 IS \$28,000.00.

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974
Tele: 863-763-3372 Fax: 863-763-1686

LAND USE POWER OF ATTORNEY

Name of Property Owner(s): Best Value Real Estate, LLC (Rajankumar Naik, Registered Agent, Owner)		
Mailing Address: 407 St Andrews Dr Belleaire, FL 33756		
Home Telephone: 727-455-5416 Work: 727-455-5416 Cell: 727-455-5416		
Property Address: 204 SE Park St Okeechobee, FL 34972		
Parcel ID Number: 3-15-37-35-0010-01710-0020 3-15-37-35-0010-01710-0040		
Name of Applicant: Dillon Moore		
Home Telephone: 251-802-9996 Work: Cell: 251-802-9996		
<p>The undersigned, being the record title owner(s) of the real property described above, do hereby grant unto the applicant stated above the full right and power of attorney to make application to the City of Okeechobee to change the land use of said property. This land use change may include rezoning of the property, the granting of special exception or variances, and appeals of decisions of the Planning Department. It is understood that conditions, limitations and restrictions may be place upon the use or operation of the property. Misstatements upon application or in any hearing may result in the termination of any special exception or variance and a proceeding to rezone the property to the original classification. This power of attorney may be terminated only by a written and notarized statement of such termination effective upon receipt by the Planning Department.</p>		
<p>IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS <u>17th</u> DAY OF <u>March</u> 20<u>20</u>.</p>		
 _____ OWNER	 _____ WITNESS	
 _____ OWNER	 _____ WITNESS	
<p>Before me the undersigned authority personally appeared the owner(s) named above who upon being duly sworn acknowledged before me that they are the owner(s) of the real property described above and that they executed the power of attorney for the purpose stated therein. Sworn and subscribed this <u>17th</u> day of <u>March</u> 20<u>20</u>.</p>		
Notary Public:  Commission Expires: <u>11-21-2023</u>	SEAL	

Detail by Entity Name

Florida Limited Liability Company
BEST VALUE REAL ESTATE, LLC

Filing Information

Document Number L19000203171
FEI/EIN Number 84-2847424
Date Filed 08/14/2019
State FL
Status ACTIVE

Principal Address

407 SAINT ANDREWS DRIVE
BELLEAIR, FL 33756

Mailing Address

407 SAINT ANDREWS DRIVE
BELLEAIR, FL 33756

Registered Agent Name & Address

NAIK, RAJANKUMAR
407 SAINT ANDREWS DRIVE
BELLEAIR, FL 33756

Authorized Person(s) Detail

Name & Address

Title Manager

Naik, Rajankumar
407 SAINT ANDREWS DRIVE
BELLEAIR, FL 33756

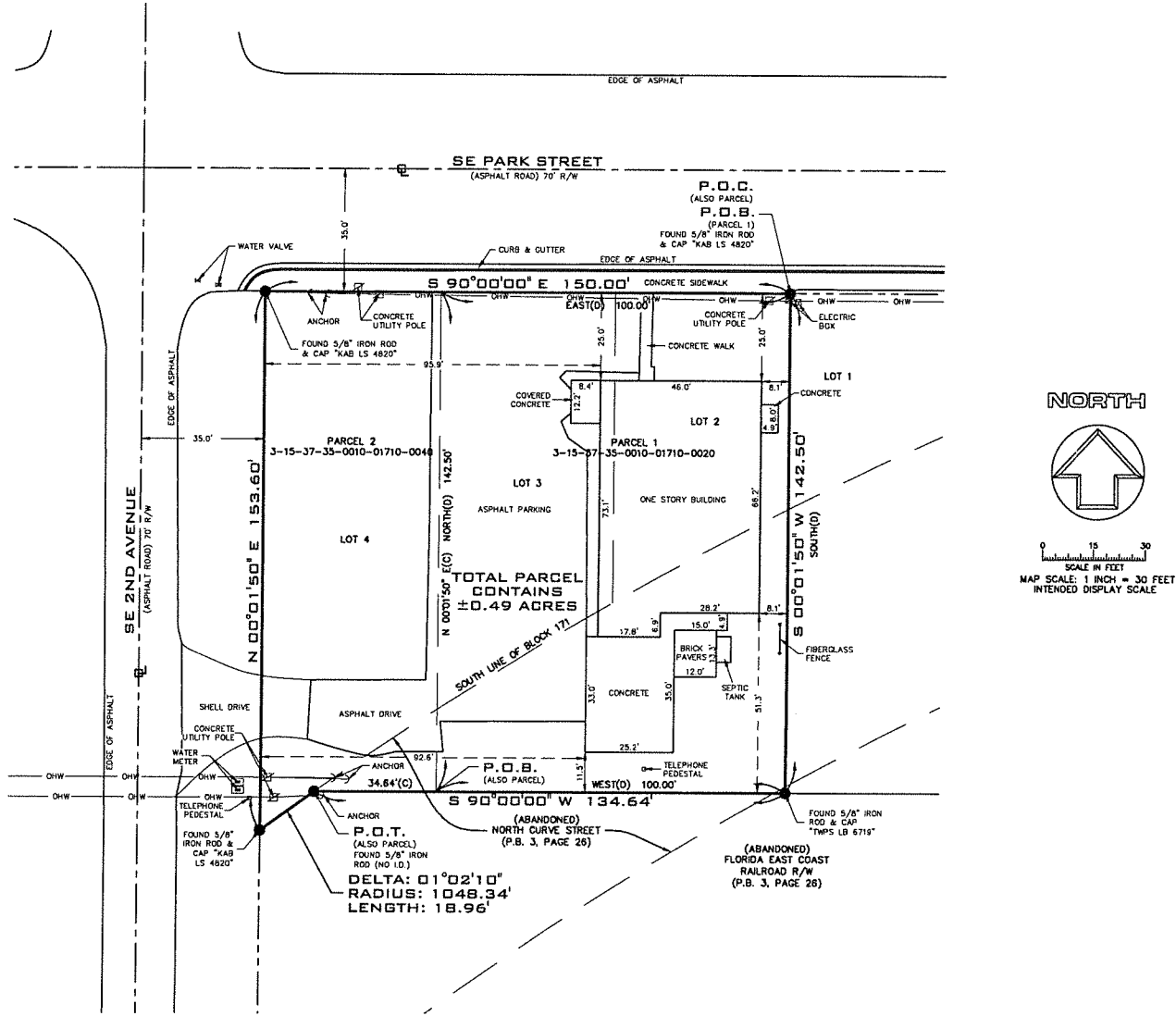
Annual Reports

Report Year	Filed Date
2020	02/05/2020

Document Images

02/05/2020 -- ANNUAL REPORT	View image in PDF format
08/14/2019 -- Florida Limited Liability	View image in PDF format

BOUNDARY SURVEY PREPARED FOR BEST VALUE REAL ESTATE, LLC.



DESCRIPTION:

PARCEL 1:
CITY OF OKEECHOBEE BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND RUN SOUTH ALONG THE EAST LINE OF LOT 2, AFORESAID A DISTANCE OF 142.5 FEET; THENCE WEST PARALLEL TO SOUTH PARK STREET TO THE INTERSECTION OF THE WEST LINE OF LOT 3, BLOCK 171 EXTENDED SOUTH; THENCE NORTH ALONG SAID EXTENDED WEST LINE A DISTANCE OF 142.5 FEET TO THE SOUTH BOUNDARY OF SOUTH PARK STREET; THENCE EAST ALONG THE SOUTH BOUNDARY OF SOUTH PARK STREET TO THE POINT OF BEGINNING. SAID LANDS ALSO DESCRIBED AS FOLLOWS: LOTS 2 AND 3, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, ALSO THAT PART OF NORTH CURVE STREET AND PART OF THE FORMER BUT NOW ABANDONED FLORIDA EAST COAST RAILROAD RIGHT OF WAY AS SHOWN ON PLAT OF FIRST ADDITION TO TOWN OF OKEECHOBEE, RECORDED IN PLAT BOOK 3, PAGE 26, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING SOUTH OF AND ADJACENT TO SAID LOTS 2 AND 3, BLOCK 171, TOWN OF OKEECHOBEE AFORESAID.

AND

PARCEL 2:
LOT 4, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

ALSO THAT PART OF NORTH CURVE STREET AS SHOWN ON PLAT OF FIRST ADDITION TO TOWN OF OKEECHOBEE, RECORDED IN PLAT BOOK 3, PAGE 26, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING SOUTH OF AND ADJACENT TO SAID LOT 4, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 171; THENCE SOUTH 00°01'50" WEST, A DISTANCE OF 142.50 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST, A DISTANCE OF 34.64 FEET TO THE POINT OF TERMINUS.

PROJECT SPECIFIC NOTES:

- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE DEED(D) AND MEASURED(M).
- 2) SITE ADDRESS: 204 SE PARK STREET.
- 3) PARCEL ID: 3-15-37-35-0010-01710-0020 & 3-15-37-35-0010-01710-0040.
- 4) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07/16/15.
- 5) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 6) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- 7) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 8) DATE OF LAST FIELD SURVEY: 02/20/2020.

PREPARED FOR THE EXCLUSIVE USE OF:
BEST VALUE REAL ESTATE, LLC.

BOUNDARY SURVEY	02/26/20	FILE	WC	DMN
DESCRIPTION	DWG. DATE	FB/PG	BY	CK
SCALE 1" = 30'	DRAWING NUMBER:			
SHEET 1 OF 1	34050			

LEGEND
●—Set Iron Rod and Cap "KAB LS 4820" ■—Found CM
●—Found Iron Rod (and Cap) ●—Found Pipe (and Cap)
ABBREVIATIONS
B=Baseline, BM=Benchmark, C=Centerline, C=Calculated, CATV=Cable TV, CM=Concrete Monument, CON=Cone, D=Deed, Δ=Delta or Central Angle, E=East, ELY=Easterly, E/P=Edge of Pavement, ESMT=Easement, F.I.R.M.=Flood Insurance Rate Map, FID=Found, IP=Iron Pipe, IR&(C)=Iron Rod (and Cap), L=(Arc) Length, M=Measured, MH=Manhole, N=North, NLY=Northerly, NOVD=National Geodetic Vertical (Datum) of 1929; NTS=Not to Scale; OHW=Overhead Wires; R=Property Line; P=Plot; PC=Point of Curvature; PCC=Point of Compound Curvature; PCP=Permanent Control Point; PUB=Point of Beginning; POC=Point of Commencement; PRC=Point of Reverse Curvature; PRM=Permanent Reference Monument; PFI=Point of Tangency; PU&D=Public Utility and Drainage; R=Radius; R/W=Right-of-Way; S=South; SLY=Southerly; T=Tangent; TEL=Telephone Splice or Switch Box; W=West; WLY=Westerly; UTL=Utility(ies); ⚡=Spot Elevation based on indicated Datum

- STANDARD NOTES:
1. No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor.
 2. The survey depicted here is prepared exclusively for those parties noted.
 3. No responsibility or liability is assumed by the surveyor for use by others not specifically named.
 4. Not valid without the signature and embossed seal of Florida licensed surveyor and mapper #4820.
 5. There are no visible above ground encroachments except as shown.
 6. No attempt was made to locate underground improvements and/or encroachments (if any) as part of this survey.
 7. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 5J-17, Florida Administrative Code.

TRADEWINDS SURVEYING SERVICES, LLC.

200 S.W. 3rd Avenue
Okeechobee, FL 34974
Tel: (863) 763-2887
Fax: (863) 763-4342



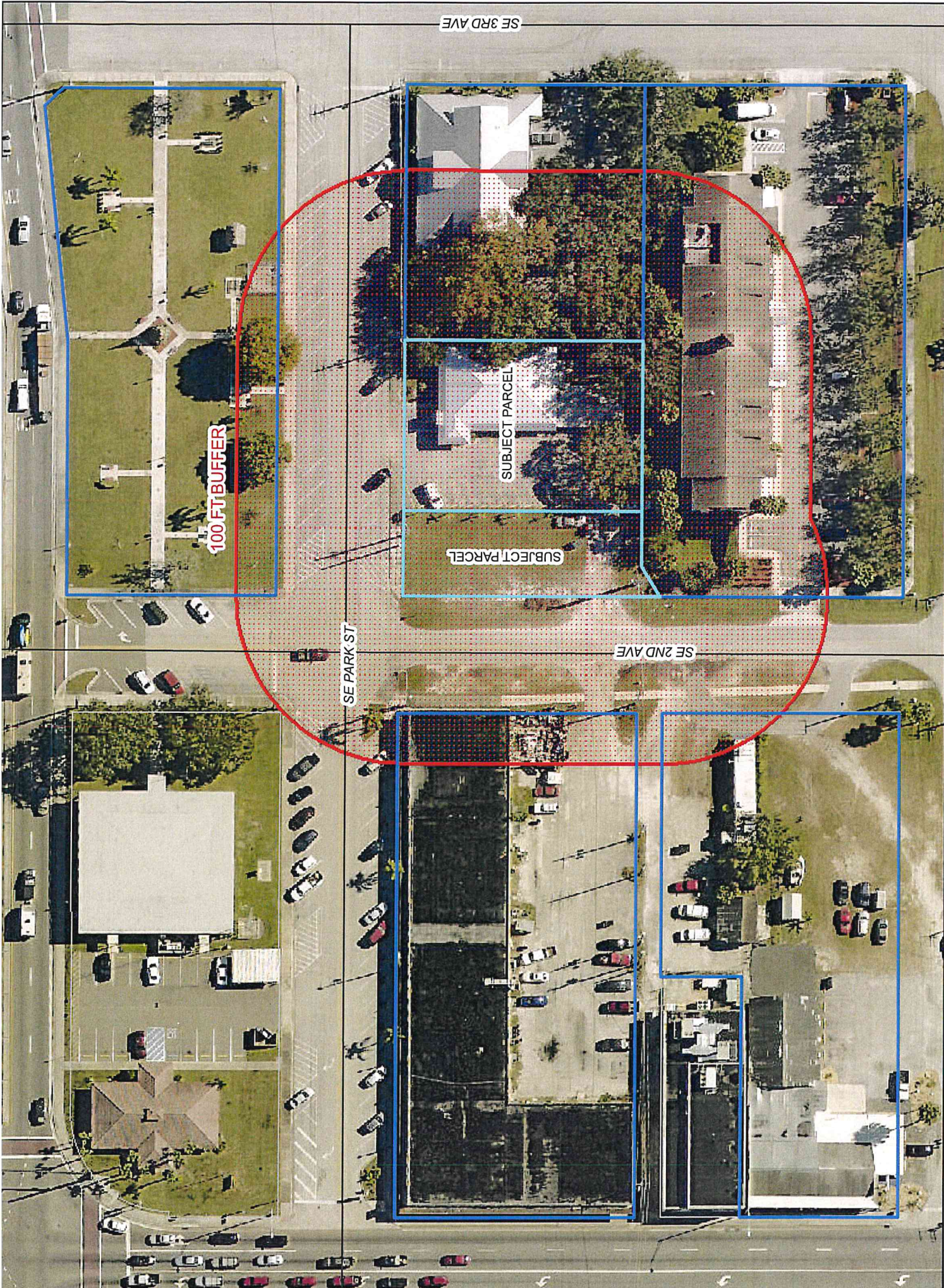
David M. Narro (PSM 6024)

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP
3-15-37-35-0010-01530-0070	PMA OKEECHOBEE REALTY LLC	481 SW PORT ST LUCIE BLVD		PORT ST LUCIE	FL	349532000
3-15-37-35-0010-01530-0100	PEKING MGMT LLC	180 NW 3RD AVE STE A		OKEECHOBEE	FL	349724118
3-15-37-35-0010-01530-0110	CONLON DAVID M & ROSE M	100 SW 15TH ST		OKEECHOBEE	FL	349745256
3-15-37-35-0010-01540-0010	SPIRIT CV OKEECHOBEE FL LLC	%CVS #3237-01/OCC EXP DEPT	1 CVS DRIVE	WOONSOCKET	RI	28956146
3-15-37-35-0010-01700-0010	DANIEL DAVID R III	548 NW 50TH DR		OKEECHOBEE	FL	34972
3-15-37-35-0010-01700-0070	UNITED TELEPHONE COMPANY OF FL	EMBARQ CORP ATTN: PROPERTY TAX	P O BOX 2599	OLATHE	KS	66063
3-15-37-35-0010-01700-0080	BE A MAN BUY LAND LLC	4260 SE FEDERAL HWY		STUART	FL	349974937
3-15-37-35-0010-01710-0010	VISITING NURSE ASSOCIATION OF	FLORIDA INC	2400 SE MONTEREY ROAD #300	STUART	FL	34996
3-15-37-35-0010-01710-0050	VISITING NURSE ASSOCIATION OF	FLORIDA INC	2400 SE MONTEREY RD STE 300	STUART	FL	349960000
3-15-37-35-0010-01710-0080	CITY OF OKEECHOBEE	55 SE 3RD AVENUE		OKEECHOBEE	FL	349742903
3-15-37-35-0010-01720-0010	PATEL J D & PATEL N TRUSTEE	201 S PARROTT AVE		OKEECHOBEE	FL	349744338
3-21-37-35-0020-02050-0010	ANITA'S RENTAL PROPERTIES INC	701 NE 3RD ST		OKEECHOBEE	FL	349724576
3-21-37-35-0020-02050-0020	MILES MICHAEL L & GLORIA J	2382 SW 2ND CT		OKEECHOBEE	FL	349743935
3-21-37-35-0020-02050-0030	HANCOCK SAMMY & HANCOCK TY	990 SE 23RD ST		OKEECHOBEE	FL	349745392
3-21-37-35-0020-02050-0040	ROSSI CHRIS	204 SE 2ND ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0050	LKMS LLC	P OX 625		OKEECHOBEE	FL	34973
3-21-37-35-0020-02530-0020	AMERICAN LEGION POST 64	501 SE 2ND STREET		OKEECHOBEE	FL	349740000
3-15-37-35-0010-01690-0130	CITY OF OKEECHOBEE	55 SE 3RD AVENUE		OKEECHOBEE	FL	349742903
3-15-37-35-0010-01690-0130	CITY OF OKEECHOBEE	55 SE 3RD AVENUE		OKEECHOBEE	FL	349742903



OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE OFFICE DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON



SE 3RD AVE

SE 2ND AVE

SE PARK ST

100 FT BUFFER

SUBJECT PARCEL

SUBJECT PARCEL

Petition No. 20-002-R

Affidavit Attesting to the Completeness and Accuracy of the List of Surrounding Property Owners

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of February 10, 2020 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent

information available to that office. I therefore attest to this 17 day of

March, 2020.

[Signature]

Signature of Applicant

3/17/2020

Date

Dillon Moore

Name of Applicant (printed or typed)

State of Florida

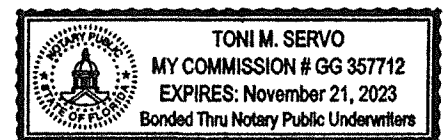
County of Okeechobee

Sworn to and subscribed before me this 17th day of March, 2020. Personally known to me ✓ or produced _____ as identification and did not take an oath.

[Signature]

Notary Public, State of Florida

Seal:



Okeechobee County Property Appraiser

Mickey L. Bandi

2019 Certified Values

updated: 3/5/2020

Parcel: << 3-15-37-35-0010-01710-0020 >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Result: 1 of 2

Owner	BEST VALUE REAL ESTATE LLC 407 SAINT ANDREWS DR BELLEAIR, FL 337561935		
Site	204 SE PARK ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND RUN SOUTH ALONG THE EAST LINE OF LOT 2, AFORESAID A DISTANCE OF 142.5 FEET; THENCE WEST PARALLEL TO SOUTH PARK STREET TO THE INTERSECTION OF THE WEST LINE OF LOT 3, BLOCK 171 EXTENDED SOUTH; THENCE NORTH ALONG SAID EXTENDED WEST LINE A DISTANCE OF 142.5 FEET TO THE SOUTH BOUNDARY OF SOUTH PARK STREET; THENCE EAST ALONG THE SOUTH BOUNDARY OF SOUTH PARK STREET TO THE POINT OF BEGINNING. SAID LANDS ALSO DESCRIBED AS FOLLOWS: LOTS 2 AND 3, BLOCK 171, TOWN OF OKEECHOBEE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, ALSO THAT PART OF NORTH CURVE STREET AND PART OF THE FORMER BUT NOW ABANDONED FLORIDA EAST COAST RAILROAD RIGHT OF WAY AS SHOWN ON PLAT OF FIRST ADDITION TO TOWN OF OKEECHOBEE, RECORDED IN PLAT BOOK 3, PAGE 26, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING SOUTH OF AND ADJACENT TO SAID LOTS 2 AND 3, BLOCK 171, TOWN OF OKEECHOBEE AFORESAID. <<<less		
Area	0.325 AC	S/T/R	15-37-35
Use Code**	PROFESS SV (001900)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2018 Certified Values		2019 Certified Values	
Mkt Land (1)	\$70,470	Mkt Land (1)	\$70,470
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (1)	\$191,992	Building (1)	\$194,278
XFOB (3)	\$3,503	XFOB (3)	\$3,847
Just	\$265,965	Just	\$268,595
Class	\$0	Class	\$0
Appraised	\$265,965	Appraised	\$268,595
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$265,965	Assessed	\$268,595
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$265,965 city:\$265,965 other:\$265,965 school:\$265,965	Total Taxable	county:\$268,595 city:\$268,595 other:\$268,595 school:\$268,595

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

RMF/c



Okeechobee County Property Appraiser

Mickey L. Bandi

2019 Certified Values

updated: 3/5/2020

Parcel: << 3-15-37-35-0010-01710-0040 >>

Aerial Viewer Pictometry Google Maps

☒ 2019 ☐ 2018 ☐ 2017 ☐ 2015 ☐ 2014 ☐ Sales**Owner & Property Info**

Owner	BEST VALUE REAL ESTATE LLC 407 SAINT ANDREWS DR BELLEAIR, FL 337561935		
Site	SE PARK ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 4 BLOCK 171		
Area	0.175 AC	S/T/R	15-37-35
Use Code**	VACANT COM (001000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2018 Certified Values		2019 Certified Values	
Mkt Land (1)	\$28,836	Mkt Land (1)	\$28,836
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$28,836	Just	\$28,836
Class	\$0	Class	\$0
Appraised	\$28,836	Appraised	\$28,836
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$28,836	Assessed	\$28,836
Exempt	\$0	Exempt	\$0
Total	county:\$28,836	Total	county:\$28,836
Taxable	city:\$28,836	Taxable	city:\$28,836
	other:\$28,836		other:\$28,836
	school:\$28,836		school:\$28,836

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/23/2019	\$170,000	829/1950	WD	V	U	19
2/26/1996	\$5,000	375/1078	WD	V	U	03
6/19/1979	\$0	229/1233	PR	V	U	03
12/1/1965	\$0	101/0765	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
067EP2	SE PARK ST (MKT)	50.000 FF - (0.175 AC)	1.00/1.00 1.00/0.80	\$577	\$28,836



Staff Report

Rezoning Request

Prepared for: *The City of Okeechobee*

Applicant: *Dillon Moore, CFO*
 Best Value Healthcare

Address: *204 SE Park Street*

Petition No.: *20-002-R*

General Information

Applicant Owner	Dillon Moore, CFO Best Value Real Estate LLC
Applicant Address	407 Saint Andrews Drive Belleair FL 33756
Applicant Email Address	dmoore@bestvaluehealthcare.com
Site Address	204 SE Park Street
Parcel Identification	3-15-37-35-0010-01710-0020 (Practice) 3-15-37-35-0010-01710-0040 (Adjoining vacant lot)
Contact Person	Dillon Moore, Chief Financial Officer
Contact Phone Number	251.802.9996
Contact Email Address	dmoore@bestvaluehealthcare.com
For the legal description of the project or other information regarding this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at https://www.cityofkeechobee.com/agendas.html .	

Request

The matter before the Local Planning Agency and City Council is an application to rezone a 0.5 acre parcel located at 204 SE Park Street consisting of a medical office and the adjacent vacant property. The Applicant is requesting to rezone from Residential Multiple Family to Central Business District, to continue operations of a medical practice. The subject property is designated Commercial on the Future Land Use Map.

The Applicant/Owner Best Value Healthcare and Best Value Real Estate purchased the medical practice and land from Stanley Sweda, MD in July/August 2019 as Dr. Sweda was permanently retiring from practicing medicine. They currently employ approximately 10 people at the practice and have plans to continue successful operations in the long term. Dr. Sweda had been operating a medical practice on the premises for at least 30 years (date of incorporation 10/23/1987) prior to purchase by Best Value.

The current and proposed Future Land Use designations, zoning, existing use, and acreage of the subject property and surrounding properties are shown in the following tables and on the maps.

Future Land Use, Zoning and Existing Use

	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning	Residential Multi-Family	Central Business District
Use of Property	Medical Office	Medical Office
Acreage	0.5 acre	0.5 acre

Future Land Use, Zoning, and Existing Uses on Surrounding Properties

North	Future Land Use	Public Facilities
	Zoning	Public Facilities
	Existing Use	Park
East	Future Land Use	Commercial
	Zoning	Central Business District
	Existing Use	Business (Visiting Nurse Association)
South	Future Land Use	Commercial
	Zoning	Commercial Professional Office
	Existing Use	Assisted Living Facility
West	Future Land Use	Commercial
	Zoning	Central Business District and Light Commercial
	Existing Use	Business (Retail Strip Center)

Analysis

Section 70-340 of the Land Development Regulations requires that the reviewing body find that an application for rezoning meets each of the following conditions. The Applicant has provided brief comments to each of the required findings. These are repeated below in Times Roman typeface exactly as provided by the Applicant. Staff has made no attempt to correct typos, grammar, or clarify the Applicant's comments. Staff comments are shown in this Arial typeface.

1. *The proposed rezoning is not contrary to Comprehensive Plan requirements.*

Applicant Comment: "This proposal is not contrary to Comprehensive Plan requirements and is being made to bring the property into compliance with the City's future land use designation and is consistent with the property's current use for the last 30+ years. The property is zoned residential multi-family while it has been used as a medical office for the last 30+ years. The intent is to continue to use the property as a medical office. No changes to the property's use are expected."

Staff Comment: The current zoning of residential multifamily is not appropriate for the commercial future land use designation. However, policy 2.1(d) of the future land use (FLU) element specifically lists the CBD zoning district as appropriate in the commercial future land use category.

FLU Policy 2.2 states that the City will continue to protect the use and value of private property from adverse impacts of incompatible land uses, activities and hazards. Additionally, FLU Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas and shall discourage urban sprawl. For the reasons stated in the comments below, we agree that the Applicant's requested map change is consistent with FLU Policy 2.2, FLU Objective 12 and all other requirements of the Comprehensive Plan.

2. *The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.*

Applicant Comment: "We are applying for Central Business District zoning which is consistent with surrounding properties and consistent with the property's current use."

Staff Comment: Section 90-312 specifically lists medical office as a permitted use within the CBD zoning district.

3. *The proposed use will not have an adverse effect on the public interest.*

Applicant Comment: "The Property is currently used as a medical office and the plan is to continue to use the property in this capacity as it has been used for the last 30+ years."

Staff Comment: The proposed use has been providing medical services to the community for many years and does not have an adverse impact on the public interest.

4. *The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.*

Applicant Comment: "The Property is located in the down-town area of Okeechobee and there are many other small offices and other medical offices surrounding and adjacent to the property."

Staff Comment: The subject property is separated one block from SR 70 by municipal park area, and is within the business area of downtown Okeechobee. A health care facility lies to the east, an assisted living facility to the south, and retail to the west. Except for the public facility zoning of the park, the property is surrounded by commercial zoning.

5. *The proposed use will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of adjacent property.*

Applicant Comment: "No changes are expected to the use of the property and the application is being made to have zoning be consistent with the property's historical and contributing use."

Staff Comment: The property has been used as a medical office for many years and the applicant has stated their intent to continue that use. No adverse effects are expected.

6. *The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.*

Applicant Comment: “The property is located in the down-town are of Okeechobee and is only open during normal working hours of approximately 8am - 5pm during weekdays. The plan is to continue this use. The property has operated in this capacity for 30+ years.”

Staff Comment: The medical office use should not cause any nuisances or hazards that would require buffering from the adjacent land uses. The adjacent land uses are compatible, and the applicant has not proposed any major site improvements at this time that would require additional buffering.

7. *The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.*

Applicant Comment: “No changes are expected to be made to the property and volume of business is not expected to change. We are open to the idea of joining the two parcels together, should the City find that to be beneficial.”

Staff Comment: The Applicant is not proposing any changes in the current use that would increase demand for public facilities.

8. *The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.*

Applicant Comment: “The property's use is not expected to change, patient volume is not expected to substantially increase and the property's use is not expected to change.”

Staff Comment: The Applicant is not proposing any changes in the current use that would affect public safety.

9. *The proposed use has not been inordinately burdened by unnecessary restrictions.*

Applicant Comment: “We intend to use the property as it has been used for the last 30+ years, as a simple primary care medical office”

Staff Comment: The proposed use has not been inordinately burdened by unnecessary restrictions.

Recommendation

Based on the foregoing analysis, we find the requested rezoning to Central Business District to be consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and consistent with the urbanizing pattern of the area. Therefore, we recommend **Approval** of the Applicant's rezoning request.

Submitted by:



Ben Smith, AICP
Sr. Planner

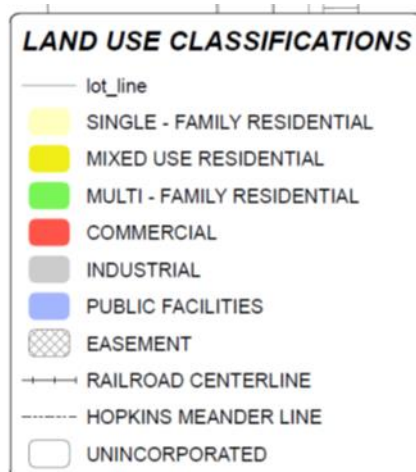
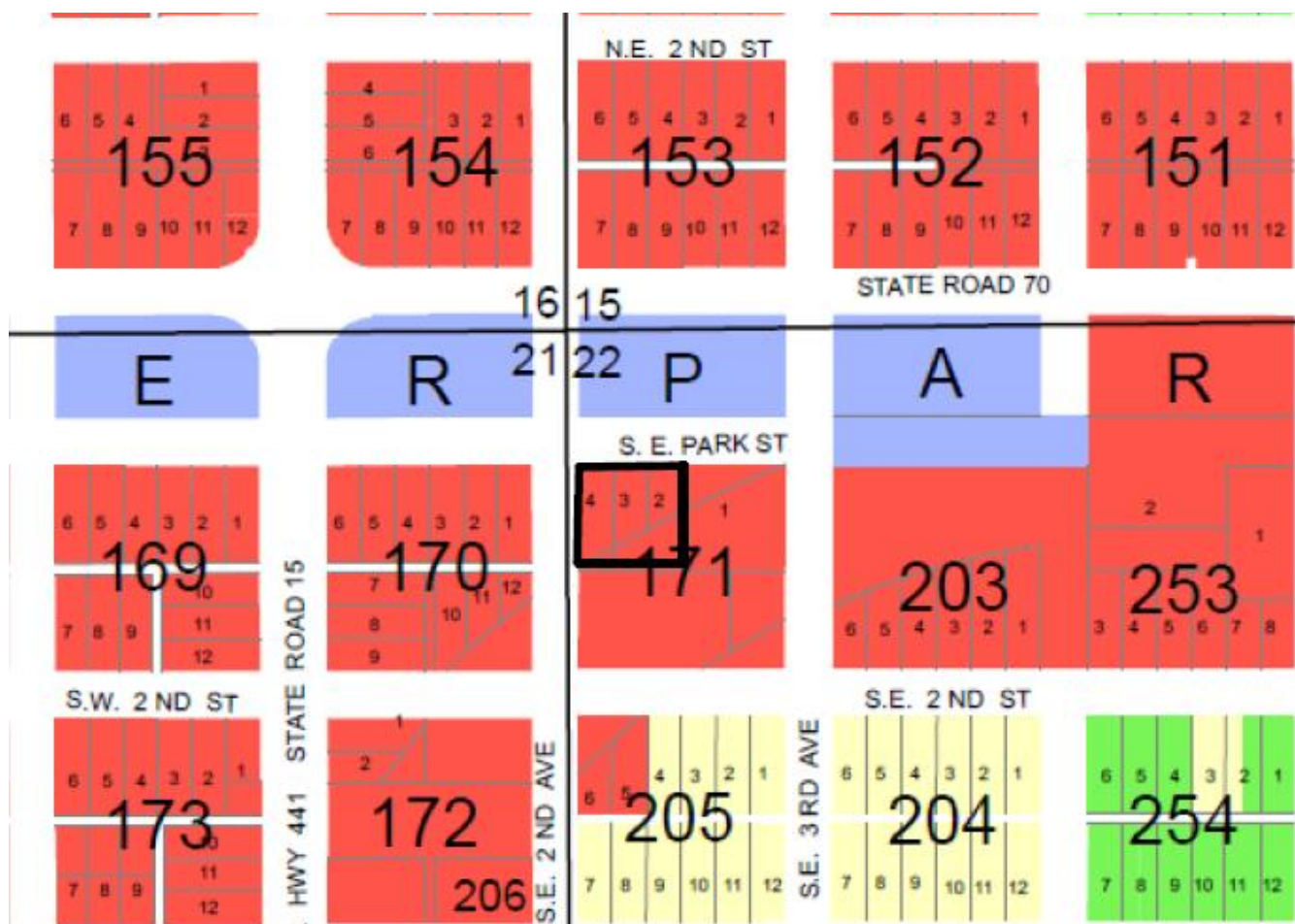
April 9, 2020

Planning Board Public Hearing: May 21, 2020

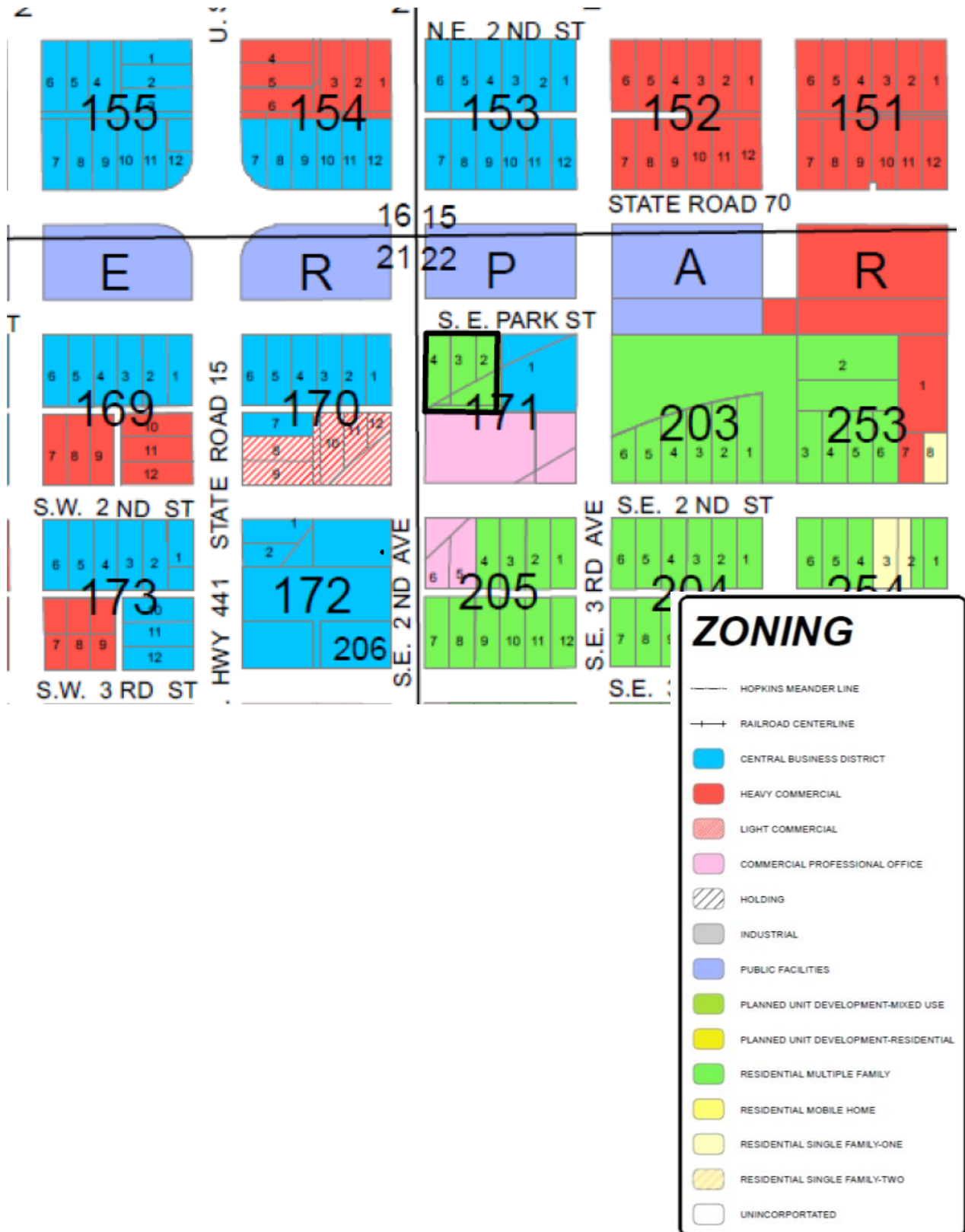
City Council Public Hearing: (tentative) June 16, 2020 and July 7, 2020

Attachments: Future Land Use, Subject Site & Environs
 Zoning, Subject Site & Environs
 Aerial, Subject Site & Environs

**FUTURE LAND USE
SUBJECT SITE AND ENVIRONS**



ZONING SUBJECT SITE AND ENVIRONS



AERIAL SUBJECT SITE AND ENVIRONS





CITY OF OKEECHOBEE

(863) 763-3372 Ext. 9812 FAX (863) 763-1686
EMAIL: rbrock@cityofokeechobee.com

CITY COUNCIL AGENDA ITEM REQUEST FORM

PLEASE SUBMIT COMPLETED FORM TO:

CITY ADMINISTRATOR
55 SE 3RD AVENUE, ROOM 201
OKEECHOBEE, FLORIDA 34974

ATTN: Robin Brock, Executive Assistant

NAME: Okeechobee Main Street Arts & Cultural Alliance

ADDRESS: 55 S. Parrott Avenue, Okeechobee, Florida 34974

TELEPHONE: 863-357-6246 Email: art@okeechobeemainstreet.org

MEETING: REGULAR ☒ SPECIAL ☐ WORKSHOP ☐ DATE: July 7, 2020

Please state the item you wish to have placed on the agenda:

“Future Home Of” Signs for the Cattle Drive Sculpture Project in Park #5

Please state what department(s) you have worked with:

Marcos Montes, City Administrator

Please state desired action by the City Council:

Approve Okeechobee Main Street to install two (2) 4' x 8' signs in Park # 5 for the Cattle Drive Sculpture Project for approximately one (1) year and waive any applicable sign permit fees.

Please summarize pertinent information concerning your request and attach applicable documents:

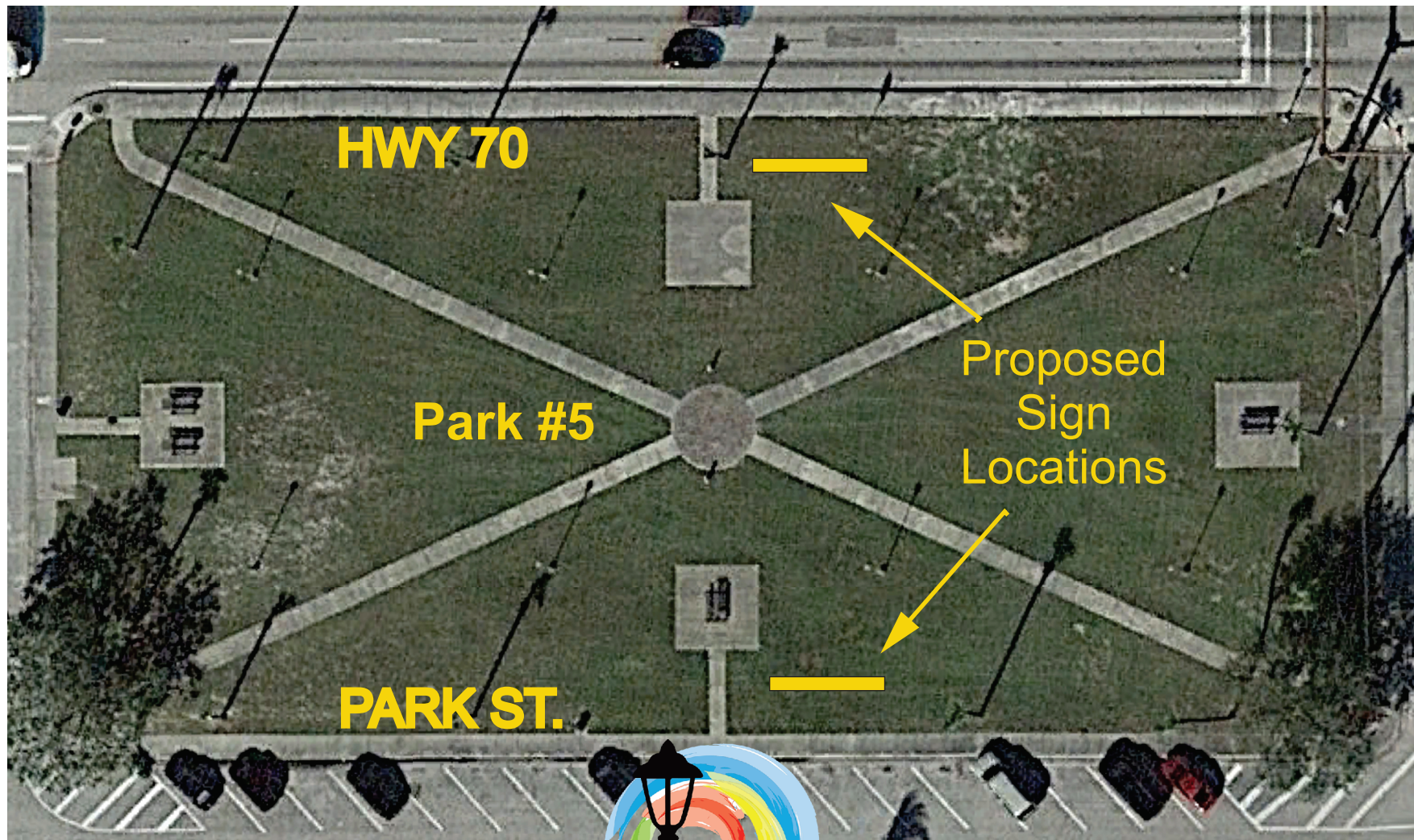
Okeechobee Main Street Arts & Cultural Alliance's Cattle Drive Project is in progress with the goal for installation in 2021. We would like to place “Future Home Of” Signs in Park # 5 so the community is aware where the sculpture will be and to show that the project continues to move forward. There would be two (2) 4'x 8' professionally

printed signs. One sign will face Hwy. 70 and the other towards Park Street. The signs will be constructed to withstand the elements and aesthetically pleasing to the Park landscape. Sign conceptual layout, construction material and location in Park #5 are included on the attached documents.

If a presentation is to be made, please limit the time to ten minutes unless otherwise approved by the Mayor.

SIGNED BY: _____ DATE: June 18, 2020

FUTURE HOME OF CATTLE DRIVE PROJECT SIGN LOCATIONS



Sign installation will be coordinated
with Okeechobee City staff.





To: Marcos Montes De Oca
From: David Allen
Date: 06/17/2020
Re: Request to rescind previous surplus item

The Public Works Department is requesting to rescind a previous agenda item declaring Engine 5 as surplus and donating it to the volunteer fire department in the panhandle. (Council Meeting Apr. 16, 2019)

We would like to have Engine 5 a 1980 GMC transferred to the Public Works Department to replace the T-2 a Water Truck to be sold on Govdeals.

ENGINE 5

**DONATION/DISPOSAL
REQUEST TO COUNCIL
& MISC.**



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974
Phone: (863)763-3372
www.cityofokeechobee.com

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Wes Abney
Monica Clark
Bob Jarriel
Bobby Keefe

MEMORANDUM

TO: Mayor Watford and City Council

FROM: Marcos Montes De Oca, P.E., City Administrator

Re: April 16, 2019 Additional Agenda Item
Donation of Fire Engine 5

DATE: April 16, 2019

Please add the following item to the April 16, 2019 City Council Regular Meeting:

VIII. NEW BUSINESS

- G.** Donation of Fire Engine 5 to St. James-Lanark Volunteer Fire Department – Fire Chief and City Administrator (**Exhibit 7**)

CITY OF OKEECHOBEE
FIRE DEPARTMENT

To: Mayor Watford/Council Members

From: Chief Smith

Date: 16 April 2019

Re: Donation of Fire Truck

The public works department recently included our surplus fire truck (Engine 5) as part of a group approved by council to be placed on the Gov.org auction site. I became aware of a need for fire trucks and equipment in counties/communities located in the panhandle that suffered losses during the last hurricane. While attending a Treasure Coast Fire Chief's Meeting, one of the members advised us of this need and that his department had sent a surplus engine/pumper to one of these communities recently. He requested our participation if possible. I felt our Engine 5 would serve perfect for this need. The vetting for a volunteer department was assisted by a regional contact through one of our mutual fire equipment sales companies. The regional contact located a volunteer department in Franklin County that suffered hurricane damages. I have contacted this volunteer fire department and feel their community can benefit from this donation.

The fire department requests approval from the city council for the donation of Engine 5 to St. James-Lanark Village Volunteer Fire Department in Franklin County Florida.

Respectfully,

Herby Smith
Fire Chief/Marshal

Fire Apparatus Inspection Form

Asset ID: # 01908

Inventory ID: #56

Fair Market Value: \$5,000.00
\$3,000 To \$7,000

Short Description:

Year 1980

Manufacturer GMC

Model ALERT 2TM

VIN: T 1 7 D G A V 6 0 7 8 0 0

Title Restriction: ☐ Y ☐ N

Mileage/Odometer:

60000

Odometer Accurate ☐ Y ☒ N: Best guess

Long Description:

This Apparatus is a: ☒ Pumper ☐ Ladder ☐ Tanker ☐ Rescue ☐ HazMat ☐ Crash ☐ Other

☒ Starts ☐ Starts with a Boost & ☒ Runs ☐ Does Not Run:

Engine: Manufacture: Detroit 827 Size: 8 L, V ☐ Gas ☒ Diesel Hours: UNKNOWN

This Apparatus was maintained every 365 ☒ Days ☐ Hours

Engine Condition: ☒ Is operable ☐ Needs repair ☐ Is Unknown Condition

Engine Repairs Needed: Possible Turbo repairs but still runs

Transmission: Manufacture: Allison MT643D ☒ Automatic ☐ Manual Speed Hours ?

Transmission Condition: ☒ Is operable ☐ Needs repair ☐ Is in Unknown Condition

Transmission Repairs Needed: Seems to function well (PTO) Drive for pump

Date Removed From Service: Nov 2018 Maintenance Records: ☐ Available ☒ Not Available For Inspection

NOTE: PUMP AND LADDER CERTIFICATIONS ARE REQUIRED FOR SOME ADVERTISING

Ladder: Manufacture: N/A Model Serial #

Length Last Tested / /

Ladder Certification ☐ Yes-Certification Expires / / ☐ No Certification-Expired / /

Pump: Manufacture: Hale Model QSF-100-3 Serial # 47343

Operable: ☒ Yes ☐ No Hours UNKNOWN GPM 1,000 Last Tested 1/1/2016 (?)

Pump Certification ☐ Yes-Certification Expires / / ☒ No Certification-Expired / /

Additional Equip: ☒ Tank Size: 750 Gallons ☐ Fiberglass ☐ Poly ☒ Metal ☒ Hose (Gauge Feet 300)

Of Intakes 4 Location/Size 2 x 2 1/2" (Pt. side) / 2 x Suction 4 1/2" (Lt. side) (Booster)

Of Discharges 4 Location/Size 2 1/2" x 4 (sides)

Tire Condition: ☒ Good ☐ Fair ☐ Poor ☐ Low # ☐ Flat #

Additional Features (Lights, Generators, Loose Equipment): 2 Floodlights, 2x Booster reels with hose, Mount for Booster Nozzles x2, Extended front bumper, Siren lights with switches, Mounts for ladders & Pike Poles, Compartment Setup for generator

Exterior: Color White Chassis Body Windows: ☒ Not Cracked ☐ Cracked

Minor ☒ Dents ☐ Scratches ☐ Dings Damage To: Compartment doors will not stay shut

Decals: ☐ None ☐ Have been sprayed ☒ Have been removed & ☒ Impressions remain ☐ No impressions

Interior: Color (Faded) Brown/tan ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats/Dash/Floor: Tears/Severe Wear on seat/DASH-Sun damage/Floor-Wear & tear (Whelen)

Interior Equipment: Siren/Light equipment, MASTER-ON/OFF, PTO



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 16 APRIL 2019

Department requesting item to be sold:

☐ Police ☒ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: Engine 5 Asset ID: 01908

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☒ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☐ Vehicle ☐ Generic: _____

Make/Brand: INDIANA FIRE APPARATUS Notes:

Model: ALERT 2TM 1980 GMC CHASIS
Year: 1980 DETROIT DIESEL MOTOR
Serial Number: 31982 HALE FIRE PUMP


Current Condition: FAIR/POOR

Estimated Value at Time of Acquisition: \$ 31209.00

Estimated Value at Current Date: \$ 5000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: DONATE TO VOL. DEPT.



Department Head

16 APRIL 2019

Date submitted

Approved this _____ day of _____ 20____ by _____
City Administrator

AGENDA		COUNCIL ACTION - DISCUSSION - VOTE	
NEW BUSINESS CONTINUED			
E.	Motion to approve expenditures in the amount of \$13,120.56 for repairs to the Public Works John Deere tractor/Alamo arm mower - Public Works Director Allen (Exhibit 6).	Council Member Clark moved to approve expenditures in the amount of \$13,120.56 [to Everglades Farm Equipment of Okeechobee] for repairs to the Public Works John Deere tractor/Alamo arm mower, seconded by Council Member Keefe. There was a brief discussion on this item.	
		VOTE:	
		WATFORD – YEA JARRIEL – YEA	ABNEY – YEA KEEFE – YEA CLARK – YEA MOTION CARRIED.
F.	Motion to dispose of obsolete and surplus equipment that is no longer needed by the City - Public Works Director Allen (Exhibit 7).	Council Member Keefe moved to dispose of obsolete and surplus equipment that is no longer needed by the City; seconded by Council Member Clark. Items to be disposed are as follows: a 2000 Ford F-150 4.36L V8 truck; a Enmet CAS-90R Gas Detector; a Ajax 1-¼ ton Tire Jack; a Ajax 2-½ ton Air Jack; a Hein Werner Transmission Jack; a Peerless Auto Engine Analyzer; a Sun 2W227 Automotive Test kit; a Johnson Outboard Motor; a Bennett 3915 Gas Pump; a Mikasa MVC90A Compactor; a Detroit Diesel 574-30 Generator; a GMC Firetruck Engine 5.	
		VOTE:	
		WATFORD – YEA JARRIEL – YEA	ABNEY – YEA KEEFE – YEA CLARK – YEA MOTION CARRIED.
G.	Motion to approve Addendum No. 2 to the contract for landscape maintenance with JMC Landscaping Services, Inc. to include landscape services of Centennial Park - Public Works Director Allen (Exhibit 8).	Council Member Jarriel moved to approve Addendum No. 2 to the contract for landscape maintenance with JMC Landscaping Services, Inc. [Bid No. PW 01-10-01-16] to include landscape services of Centennial Park [in the amount of \$550.00 per month/\$6,600.00 annually]; seconded by Council Member Clark. There was a brief discussion on this item.	
		VOTE:	
		WATFORD – YEA JARRIEL – YEA	ABNEY – YEA KEEFE – YEA CLARK – YEA MOTION CARRIED.
H.	Consider a Temporary Street Closing Application, submitted by Okeechobee Main Street for the Annual Top of the Lake Art Festival, to close the 300 block of Southwest Park Street between Southwest 3 rd Avenue and Southwest 4 th Avenue and to close Southwest 3 rd Avenue and Southwest 4 th Avenue between North and South Park Streets, beginning on Friday, February 8, 2019, at 5:00 P.M. and re-opening on Sunday, February 10, 2019, at 5:00 P.M. - City Attorney (Exhibit 9).	Council Member Abney moved to approve the Temporary Street Closing Application submitted by Okeechobee Main Street for the Annual Top of the Lake Art Festival, to close the 300 block of Southwest Park Street between Southwest 3 rd and 4 th Avenues and to close Southwest 3 rd and 4 th Avenues between North and South Park Streets, beginning on Friday, February 8, 2019, at 5:00 P.M. and re-opening on Sunday, February 10, 2019, at 5:00 P.M.; seconded by Council Member Clark.	
		VOTE:	
		WATFORD – YEA JARRIEL – YEA	ABNEY – YEA KEEFE – YEA CLARK – YEA MOTION CARRIED.



City of Okeechobee

Memo

Exhibit 8
July 8, 2020

Date: for July 7 meeting

TO: Mayor and City Council
FR: Admin Marco Montes De Oca and India Riedel, Finance Dept
RE: **PRM Group Health Insurance**

The City's current premium structure for plan 0727:

Employee Only	\$ 850.70	Empl & Spouse	\$2,123.81
Empl & child(ren)	\$1,698.25	Empl Family	\$2,708.95

The City's claim experience has significantly improved from the prior 3 - 5 years. The medical claims this year did not include any large claims (i.e. \$150,000 or more) which can severely impact an entity our size.

The PRM Group has an overall increase of 5.5%, with the application of city's claims experience rating the City's increase in premium being presented is 4.5% increase. The fiscal impact based on the number of employees equates to a \$31,695.84 for the renewal.

The city is continuing to take a long term approach regarding the health of its employees by continuing the current benefits including the Clinic. (Request on agenda for continuation for the next 2 years).

Current plan, 0727

	Premium	City Cost Per Employee per Month	Deduction per Employee Pay Check
Employee Only	\$888.98	\$888.98	\$0.00
Add'l for Spouse	\$1,294.88	\$150.00	\$528.41
Add'l for Child (ern)	\$861.96	\$150.00	\$328.60
Add'l for Family	\$1,941.87	\$150.00	\$827.02

Affordable Care Act required option, 05901

	Premium	City Cost Per Employee per Month	Deduction per Employee Pay Check
Employee Only	\$699.52	\$699.52	\$0.00
Add'l for Spouse	\$1,046.83	\$150.00	\$413.93
Add'l for Child (ern)	\$696.85	\$150.00	\$252.40
Add'l for Family	\$1,527.96	\$150.00	\$635.99

Public Risk Management of Florida		
Medical Plan Designs		
Effective 10/01/2020 - 09/30/2021		
Summary of Benefits for Covered Services	BlueChoice	BlueOptions
Per Benefit Period (BPM)	0727	05901
Financial Features		
Deductible (DED) (Per Person/Family Agg)		
In-Network	\$500 / \$1,500	\$2,000 / Not Applicable
Out-of-Network	Combined with In-Network	\$6,000 / Not Applicable
Coinsurance (Member Responsibility)		
In-Network	20%	50%
Out-of-Network	40%	50%
Out of Pocket Maximum	Includes DED, Coinsurance, Copayments and Prescription Drugs	Includes DED, Coinsurance, Copayments and Prescription Drugs
In-Network	\$1,500 / \$4,500	\$6,350 / \$12,700
Out-of-Network	Combined with In-Network	\$12,800 / \$25,600
Office Services		
Physician Office Services		
Primary Care Physician	\$15	\$35
Specialist	\$15	\$75
Convenient Care	\$15	\$35
Teladoc	\$15	\$35
Out-of-Network	40% after DED Teladoc - N/A	50% after DED Teladoc - N/A
Maternity (Cost Share for initial visit only)		
Primary Care Physician	\$15	\$35
Specialist	\$15	\$75
Out-of-Network	40% after DED	50% after DED
Allergy Injections (per visit)		
Primary Care Physician	\$5	\$10
Specialist	\$5	\$10
Out-of-Network	40% after DED	50% after DED
Advanced Imaging Services (AIS) (MRI,MRA,PET,CT,Nuclear Med)		
In-Network	\$15	50% after DED
Out-of-Network	40% after DED	50% after DED
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, and Immunizations		
In-Network	\$0	\$0
Out-of-Network	40%	50%
Mammograms		
In-Network	\$0	\$0
Out-of-Network	\$0	\$0
Colonoscopy (Routine for age 50+ then frequency schedule applies)		
In-Network	\$0	\$0
Out-of-Network	40%	\$0
Emergency Medical Care		
Urgent Care Centers (UCC)		
In-Network	\$15	\$75
Out-of-Network	\$15	\$75
Emergency Room Facility Services (per visit)		
In-Network	20% after DED	50% after DED
Out-of-Network	20% after DED	50% after DED
Ambulance Services		
In-Network	20% after DED	50% after DED
Out-of-Network	20% after In-Network DED	50% after In-Ntwk DED

Summary of Benefits for Covered Services	BlueChoice	BlueOptions
Per Benefit Period (BPM)	0727	05901
Outpatient Diagnostic Services		
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays)(Includes Provider Services)		
In-Network -Diagnostic Services (except AIS)	\$15	\$50
In-Network - Advanced Imaging Services (AIS)(MRI, MRA, PET, CT, Nuclear Med.)	\$15	\$200
Out-of-Network	40% after DED	50% after DED
Independent Clinical Lab (e.g. Blood Work)		
In-Network	20%	\$0
Out-of-Network	40%	50% after DED
Outpatient Hospital Facility Services (per visit) (e.g. Blood Work and X-rays)		
In-Network	20% after DED	Option 1 - \$300 Option 2 - \$400
Out-of-Network	40% after DED	50% after DED
Hospital/Surgical		
Ambulatory Surgical Center Facility (ASC)		
In-Network	20% after DED	50% after DED
Out-of-Network	40% after DED	50% after DED
Outpatient Hospital Facility Services (per visit) Therapy Services		
In-Network	20% after DED	Option 1 - \$80 Option 2 - \$90
Out-of-Network	40% after DED	50% after DED
All other Services		
In-Network	20% after DED	Option 1 - \$300 Option 2 - \$400
Out-of-Network	40% after DED	50% after DED
Inpatient Hospital Facility and Rehabilitation Services (per admit)		
In-Network	20% after DED	Option 1 - \$2,000 Option 2 - \$3,000
Out-of-Network	\$300 PAD, then 40% after DED	50% after DED
Mental Health/Substance Dependency		
Inpatient Hospitalization Facility Services (per admit)		
In-Network	20% after DED	Option 1 - \$2,000 Option 2 - \$3,000
Out-of-Network	\$300 PAD, then 40% after DED	50% after DED
Outpatient Hospitalization Facility Service (per visit)		
In-Network	20% after DED	Option 1 - \$300 Option 2 - \$400
Out-of-Network	40% after DED	50% after DED
Emergency Room Facility Services (per visit)		
In-Network	20% after DED	50% after DED
Out-of-Network	20% after DED	50% after DED
Provider Services at Hospital		
Primary Care Physician / Specialist	20% after DED	\$0
Out-of-Network	40% after DED	50% after In-Ntwk DED
Provider Services at ER		
Primary Care Physician / Specialist	20% after DED	\$0
Out-of-Network	20% after DED	50% after In-Ntwk DED
Provider Services at Locations other than Hospital and ER		
Primary Care Physician / Specialist	\$0	50% after DED
Out-of-Network	40% after DED	50% after DED
Outpatient Office Visit		
Primary Care Physician/Specialist	\$15	\$35 /\$75
Out-of-Network Provider	40% after DED	50% after DED

Summary of Benefits for Covered Services	BlueChoice	BlueOptions
Per Benefit Period (BPM)	0727	05901
Other Provider Services		
Provider Services at Hospital		
In-Network	20% after DED	50% after DED
Out-of-Network	20% after DED	50% after DED
Provider Services at ER		
In-Network	20% after DED	50% after DED
Out-of-Network	20% after DED	50% after In-ntwk DED
Radiology, Pathology and Anesthesiology Provider Services at an Ambulatory Surgical Center (ASC)		
In-Network	20% after DED	50% after DED
Out-of-Network	40% after DED	50% after DED
Provider Services at Locations other than Office, Hospital and ER		
Primary Care Physician / Specialist	20% after DED	50% after DED
Out-of-Network	40% after DED	50% after DED
Other Special Services		
Combined Outpatient Cardiac Rehabilitation and Occupational, Physical, Speech and Massage Therapies and Spinal Manipulations		
Outpatient Rehabilitation Therapy Center	20% after DED	\$75
Out-of-Network	40% after DED	50% after DED
Outpatient Hospital Facility Services (per visit)	20% after DED	Option 1 - \$80 Option 2 - \$90
Out-of-Network	40% after DED	50% after DED
Durable Medical Equipment, Prosthetics, Orthotics		
In-Network	20% after DED	20% after DED
Out-of-Network	40% after DED	50% after DED
Home Health Care	20 Visits	20 Visits
In-Network	20% after DED	50% after DED
Out-of-Network	40% after DED	50% after DED
Hospice LTM		
In-Network	20% after DED	50% after DED
Out-of-Network	40% after DED	50% after DED
Outpatient Therapy and Spinal Manipulations BPM	54 Visits (Includes up to 26 Spinal Manipulations)	35 Visits (Includes up to 26 Spinal Manipulations)
Skilled Nursing Facility BPM	60 Days	60 Days
In-Network	20% after DED	50% after DED
Out-of-Network	40% after DED	50% after DED
Prescription Drug Coverage		
Retail (30 Days)		
Generic/Preferred Brand/Non-Preferred Brand		
In-Network	\$5/ \$35 /\$35	\$10 / \$60 / \$100
Out-of-Network	50% of Allowance	50% of allowance
Mail Order (90 Days)		
Generic/Preferred Brand/Non-Preferred Brand		
In-Network	\$10/ \$70 /\$70	\$30 / \$180 / \$300
Out-of-Network	50% of Allowance	50% of allowance



City of Okeechobee

Date: for July 7 meeting

To: Marcos Montes De Oca, City Administrator

FR: India Riedel, Finance Department

RE: Extension of Medical Services

Suggested Motion: To approve of the Addendum No. 3, to continue the Contract between the City of Okeechobee and Treasure Coast Medical Associates, Inc. through the extension of the piggyback agreement with Okeechobee County and Treasure Coast Medical Associates, Inc.

Background: The current agreement is a 3 year contract (2017-2020) with allowable 2 years extensions at the continued pricing.

PIGGYBACK AGREEMENT ADDENDUM NO. 3

BETWEEN

THE CITY OF OKEECHOBEE AND

TREASURE COAST MEDICAL ASSOCIATES, INC.

WHEREAS, the City of Okeechobee, Florida, (CITY) desires to procure healthcare services with and through medical professionals duly licensed and qualified to provide such services and to manage and operate an employee health center; and,

WHEREAS, Okeechobee County has entered into a contract (Initial Agreement) with Treasure Coast Medical Associates (TCMA) on or about September 29, 2017; and,

WHEREAS, CITY originally entered into an Agreement with TCMA on or about October 3, 2017, (Piggyback Agreement) has extended the piggyback agreement thereafter through various addendums (the Addendum).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this CITY Piggyback Agreement ("Agreement") by reference.
2. **Terms and Conditions.** This Addendum No. 3 shall, except as otherwise stated herein, be subject to the terms and conditions of the Okeechobee County Initial Agreement, which is attached and incorporated herein as "**Exhibit A**", and the October 3, 2017 piggyback agreement, which is attached and incorporated herein as "**Exhibit B**".
3. **Extensions.** This agreement may be extended, from time to time, utilizing an addendum to this agreement.
4. **Termination.** The parties adopt and incorporate the provisions of Article III, Section 3 of the Initial Agreement into this Agreement as the method of termination.
5. **Public Records.** Pursuant to Florida Statutes § 119.0701, to the extent TCMA is performing services on behalf of the CITY, has noticed and set forth in **Exhibit B**.
6. **Term.** This Addendum No. 3 shall be in effect for a period of two years, and in no event be in effect beyond September 30, 2022, unless extended by action of the City Council

All IN WITNESS WHEREOF, the CITY and TCMA have made and executed this Addendum to the Piggyback Agreement.

AS TO THE CITY:

Dowling R. Watford, Jr., Mayor

AS TO THE PROVIDER:

Dr. Jonathan M. Adelberg MD,FAEP
President, TCMA

ATTEST:

Lane Gamiotea, City Clerk

WITNESSES:

Signature

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

Signature



OKEECHOBEE BOARD OF COUNTY
COMMISSIONERS,
CLERK OF THE COURT, SUPERVISOR OF
ELECTIONS, SHERIFF, PROPERTY APPRAISER,
AND TAX COLLECTOR

Okeechobee County
Employee Health
Center
CONTRACT

AUGUST 24, 2017
TREASURE COAST MEDICAL ASSOCIATES, INC.
3405 NW Federal Highway Jensen Beach, FL 34957

OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT

THIS OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT (the "Agreement") is made by and between **TREASURE COAST MEDICAL ASSOCIATES, INC.**, a Florida corporation, with an address of 3405 NW Federal Highway, Jensen Beach, FL 34957 ("Provider"), and the **OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (individually "BOARD OF COUNTY COMMISSIONERS"), **OKEECHOBEE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER**, a Constitutional Officer of the State of Florida (individually the "Clerk"), **OKEECHOBEE COUNTY SUPERVISOR OF ELECTIONS**, a Constitutional Officer of the State of Florida (individually "Supervisor"), **OKEECHOBEE COUNTY SHERIFF**, a Constitutional Officer of the State of Florida (individually "Sheriff"), **OKEECHOBEE COUNTY PROPERTY APPRAISER**, a Constitutional Officer of the State of Florida (individually "Property Appraiser"), and **OKEECHOBEE COUNTY TAX COLLECTOR**, a Constitutional Officer of the State of Florida (individually "Tax Collector"), with a mailing address of 304 NW 2nd Street Okeechobee, FL 34972 (collectively the "County").

RECITALS:

WHEREAS, the County seeks to provide access to quality health care and to improve the health and wellness of its employees and other Covered Persons (as defined below) through the provision of central services at its Employee Health Center located 305 NE Park Street Okeechobee, FL 34972 (TCMA Urgent Care Okeechobee); and

WHEREAS, the County specifically wishes to offer urgent care, primary care, and occupational health services, including but not limited to, evaluation and treatment of work related injuries and illnesses, occupational health exams, health assessments, call support, immunizations, injections, exams and screenings, prescription dispensing, disease management and primary case management at the Employee Health Center to its employees and other eligible persons; and

WHEREAS, Provider is a provider of health care services and employs or contracts with Medical Professionals duly licensed and qualified to provide such services and to manage and operate the Employee Health Center; and

WHEREAS, it is the desire of the parties hereto to enter into a contractual agreement whereby Provider will provide Central and Management Services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto do agree as follows.

*Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082*

DEFINITIONS

“Administrative Fee” shall have the meaning set forth in Section 4.1.

“Central Services” or **“Services”** shall have the meaning set forth in Section 1.1.

“Covered Persons” shall mean (i) Eligible Employees, (ii) Eligible Dependents (spouses and children), and (iii) Retirees.

“Effective Date” shall have the meaning set forth in Section 3.1.

“Eligible Dependent” means an individual enrolled as a qualified dependent of a County employee or COBRA participant currently participating in the County’s health insurance plan for General Employees or Sheriff Employees. The minimum age shall be established by Provider based upon the Medical Professionals’ expertise but in any event the minimum age established shall not be less than 3 months old.

“Eligible Employee” means a current, regular status employee or COBRA participant who is currently participating in the County’s health insurance plans.

“EHR” shall mean Provider’s electronic health records system.

“Employee Health Center” shall mean the facility located at 305 NE Park Street, Okeechobee, FL 34972 (also known as TCMA Urgent Care Okeechobee).

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“Management Services” shall have the meaning set forth in Section 1.2.

“Medical Assistant” shall mean a certified medical assistant and x-ray technician duly licensed in the State of Florida to provide medical assistance to the Medical Professionals.

“Medical Professionals” shall mean a Physician, Physician Assistant, Nurse Practitioner, as described herein, or other professional duly licensed in the State of Florida to provide medical services.

“Nurse Practitioner” shall mean an Advanced Registered Nurse Practitioner (“ARNP”) appropriately licensed within the State of Florida operating within the scope of their license.

“Personnel” shall collectively refer to the Medical Professionals and any support personnel.

“Physician” shall mean a board certified or board eligible Medical Doctor (“M.D.”) or Doctor of Osteopathic Medicine (“D.O.”) appropriately licensed in the State of Florida operating within the scope of their license and licensed to dispense pre-packaged medications.

“Physician Assistant” means a Physician Assistant appropriately licensed within the State of Florida operating within the scope of their license.

“Prospective Employees” shall mean post offer applicants for employment with the County who are eligible to receive pre-employment physicals and drug testing at the Okeechobee County Employee Health Center.

“Protected Health Information” or **“PHI”** shall mean information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and by all federal and state privacy requirements.

“Reimbursable Operating Expenses” shall have the meaning set forth in **Exhibit F**.

“Services” shall refer collectively to the Central Services and the Management Services.

“Supplies” shall mean the supplies reasonably necessary for the delivery of the Central Services including but not limited to pharmaceuticals, dressings, bandages, syringes, blood draw supplies, patient forms, and information.

“Workers’ Compensation Services” shall mean services provided in accordance with Chapter 440, Florida Statutes.

ARTICLE I COVENANTS AND RESPONSIBILITIES OF PROVIDER

1.1 **Central Services.** Provider shall provide those central services set forth in the Scope of central services attached hereto as **Exhibit A** and incorporated herein (**“Central Services”**).

- a. **Workers’ Compensation.** The central services shall include Worker’s Compensation services provided that prior to treating County employees for injuries on the job, Provider shall establish written protocols in compliance with Chapter 440, Florida Statutes. Provider shall provide the protocols to the County’s Project Representative for the County’s review prior to the Effective Date of this Agreement. Any fines or assessments issued by the State of Florida to either the County or Provider for failure to comply with Section 440.13, Florida Statutes, shall be the responsibility of Provider.
- b. **Physicals and Drug Screens.** Provider shall, in consultation with the County’s Project Representative and Risk Manager, develop minimum standards for all physicals and drug screening. The minimum standard for Sheriff Officer's pre-employment physical results will be: 4 business days from the day the officer comes to the Okeechobee County Employee Health Clinic for the evaluation. The drug screening results minimum standard will be 4 business days, depending on the need of the drug screen

being sent out to a lab for the chain of custody process. Copy of Physical Form attached hereto as Exhibit H.

- c. Claims. All Division of Worker's Compensation claim required forms shall be sent to the County's Risk Manager and the County's third party administrator by end of the Employee Health Center's business day. Results of all drug and alcohol testing in connection with Worker's Compensation claims must be sent to County's Risk Manager by end of the Employee Health Center's business day. Provider acknowledges that the County desires to accommodate any and all temporary physical restrictions placed on an employee.
- d. Laboratory Testing. The procedure for any tests that cannot be provided at the Employee Health Center will be; The patient will be given a prescription for the test to be taken to a lab that is an in-network with the patient's Health Plan to avoid any out of pocket expense for the County or for the patient.

1.2 Management Services. Provider shall provide those management and administrative services necessary for the effective and efficient operation of the Employee Health Center, subject to the reasonable policies set forth by the County, as more specifically described in the Scope of Management Services attached hereto as Exhibit B and incorporated in this Agreement ("Management Services"). As part of the Management Services, Provider shall administer Health Risk Assessments to all County employees and will offer the programs to Eligible Employees at no additional cost.

1.3 Licensing. Provider shall obtain and maintain in good standing all licenses required to provide the Services at the Employee Health Center at the sole cost of the Provider.

1.4 Personnel.

a. Provider will provide a sufficient number of Medical Professionals and support personnel as needed, based on number of visits, to perform the Central Services for the Employee Health Center. Staffing for the Employee County Health Center shall include a Physician, and/or Nurse Practitioner/Physician's Assistant, Medical Assistant/BXMO or Radiology Tech and Receptionist.

1.5 Standards of Medical Professional's Performance. Provider shall contract with the Medical Professionals such that all Medical Professionals providing services at the Employee Health Center are obligated to perform or deliver the following:

- a. The Medical Professionals shall determine their own means and methods of providing the Services with oversight and quality control functions performed by Provider.
- b. Referrals by the Medical Professionals for additional medical care shall be made according to evidence based medicine and best practice protocols and will be tracked through Provider's Electronic Medical Records Program. Unless patient preferences dictate otherwise, the Medical Professionals shall use their best efforts to utilize the

providers in the County's applicable health plan networks or the County's Third Party Administrator's provider network for Workers' Compensation, as applicable, taking into account geographical convenience for the employee.

- c. The Medical Professionals shall comply with all applicable laws and regulations with respect to the licensing and regulations of medical professionals.
- d. The Medical Professionals shall provide the Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with medical services provided in the community.
- e. The Medical Professionals shall maintain, during the term of this Agreement, appropriate credentials including (i) a duly issued and active license to practice medicine in the State of Florida without limitation or restriction; (ii) good standing with his or her profession and state professional association; (iii) the absence of any license restriction, revocation or suspension; (iv) the absence of any involuntary restriction placed on his or her federal Drug Enforcement Administration ("DEA") registration; and (v) the absence of any conviction of a felony.
- f. In the event that any Medical Professional (i) has his or her license restricted, revoked, or suspended, (ii) has an involuntary restriction placed on his or her federal DEA registration, (iii) is convicted of a felony; or (iv) is no longer in good standing with his or her profession and/or state, Provider shall immediately remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of this Agreement. Provider shall replace any Medical Assistant who has his or her professional license restricted, revoked, or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state professional or state licensing authority.
- g. Provider shall require the Medical Professional to ensure that any Medical Assistant complies with the requirements of this Section 1.5.

1.6 Training and Expertise. Provider represents and warrants that the person or persons performing the Services specified herein have the requisite training, licenses, and expertise necessary to fully and satisfactorily complete their obligations hereunder. Provider agrees that if further training or expertise is or becomes necessary or is required to fully and satisfactorily complete their obligations that Provider, or the person or persons employed by Provider, shall obtain such training, licenses, or expertise. This provision shall not apply to the costs of any continuing education included as a Benefit. Provider further acknowledges that the County shall have no responsibility or duty to provide any such training, licenses, or expertise for Provider which may be necessary or required of Provider in order to fully and satisfactorily complete its obligations, and that any fees in connection therewith shall be borne solely by Provider, and not the County. Prior to commencement of the Services under this Agreement, Provider shall provide to the County reasonable evidence of the qualifications of such Personnel. Provider will ensure that all Personnel complete and pass background checks to verify licensing and training.

1.7 Quality of Work. Provider represents and warrants that:

- a. the Services to be performed under this Agreement shall be accomplished in a professional and competent manner consistent with the level of care and skill ordinarily exercised in the trade under similar circumstances;
- b. all deliverables and Services provided under this Agreement will be of merchantable quality and fit for the particular purposes of the County;
- c. Provider will comply with all applicable federal, state, and local laws, rules, regulations and orders in connection with the performance of its obligations hereunder;
- d. Provider shall establish protocols for the operation of the Employee Health Center for use by the Personnel and shall, upon request, provide such protocols to the County. Such protocols shall remain the proprietary information of Provider and shall be returned to Provider after the expiration or earlier termination of this Agreement; and

1.8 Hours of Operation. Provider shall provide the Services at the Employee Health Center a minimum of sixty (60) hours per week in accordance with the schedule attached hereto as Exhibit E. Any modifications to the operating schedule based on demand are subject to the County's prior written approval. A minimum of at least one Physician, Physician Assistant or Nurse Practitioner shall be on site at all times that the Employee Health Center is open.

1.9 Eligibility. Eligibility to receive Central Services is limited to Covered Persons. Provider shall verify that a person coming to the Employee Health Center is a Covered Person, and County shall require Covered Persons to produce photo identification.

1.10 Compliance with Laws. Provider covenants and agrees that it and any of its subcontractors and agents are bound by and will observe and perform all duties required under all applicable local, state, and federal laws, ordinances, rules, and regulations including but not limited to Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, Occupational Safety and Health Act of 1970 29 U.S. C. Section 651 et seq., as amended, Employee Retirement Income Security Act of 1974, the Health Insurance Portability and Accountability Act of 1996, as amended, the Consolidated Omnibus Budget Reconciliation Act, the Social Security Act, the United States Fair Labor Standards Act and the Immigration Reform and Control Act. Provider further covenants and agrees that with respect to laws applicable to the establishment or maintenance of an on-site health center, Provider shall take any and all actions necessary to conform to such laws.

1.11 Project Representative. Provider hereby designates Jonathan M. Adelberg MD FAEP Medical Director TCMA, as Provider's project representative ("**Provider Project Representative**") to represent Provider in all of its dealings with the County relating to the operation and management of the Employee Health Center. Provider may replace the Project Representative at its sole discretion upon prior written notice to the County.

1.12 Dispensing Pre Packaged Prescriptions. The facility shall dispense pre-packaged prescription drugs to Covered Persons. The basic formulary will be determined based on the

prescription utilization and financial benefit to the County versus costs through the insurance plan or as agreed upon should changes and adjustments be desired by the County in accordance with the dispensing laws of the State of Florida. All medications will be stocked in accordance with applicable regulations. No controlled substances will be stocked. Provider will track and make every reasonable effort to maintain inventory levels necessary to meet patient needs as forecasted through expected utilization with the understanding the Medical Professional maintains autonomy when it comes to medication prescribing and determining what is medically necessary with regard to patient care.

1.13 Provider shall allow Covered Persons to utilize the Stuart Urgent Care facility located at 3405 NW Federal Hwy., Jensen Beach, FL 34957, at no additional charge to the County or the Covered Persons.

1.14. Utilities and Cleaning. The Provider will be solely responsible for maintaining the Employee Health Center, including, but not limited to maintaining the utilities, cleaning the facility, and any lawn maintenance.

ARTICLE II COVENANTS AND RESPONSIBILITIES OF THE COUNTY

2.1

2.1 Covered Persons. The County shall provide access to the Employee Health Center only to Covered Persons as defined above, unless otherwise agreed to by the parties. The County will make its best efforts to ensure that Covered Persons are aware of the availability of Provider's Services. Prior to the first (1st) of each month, the County shall provide Provider a listing of all "Covered Persons" in mutually agreed upon file format. The County shall identify Prospective Employees on an ongoing, as needed basis.

2.2 Project Representative. The County hereby designates the following project representatives to represent the County in all of its dealings with Provider relating to the operation and management of the County Employee Health Center:

- Robbie L. Chartier, County Administrator: as to BOCC, Clerk of the Court, Supervisor of Elections, Property Appraiser, and Tax Collector; and
- Noel Stephen, Sheriff: as to Sheriff.

ARTICLE III TERM AND TERMINATION

3.1 Term. This Agreement shall commence on October 1, 2017 (Effective Date) and shall continue for a term of three (3) years. Unless terminated as provided for herein, the County shall have the exclusive right to renew the Agreement for a maximum of two (2) consecutive one (1)

*Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082*

year terms prior to the expiration of each term of the Agreement. Any such renewal shall be by written contract amendment duly executed by the parties.

3.2 Termination.

a. The County shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon ninety (90) days written notice to Provider.

b. Either party shall have the right to terminate this Agreement, with cause, upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period of fourteen (14) calendar days after the defaulting party receives written notice from the other party specifying the existence of the default, or beyond the time reasonably necessary for cure if the default is of a nature to require more than fourteen (14) calendar days to remedy and the defaulting party is making diligent, good faith efforts to cure such default.

c. In the event of termination, the County shall compensate Provider for all authorized services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

d. Provider shall immediately deliver all documents, written information, electronic data and other materials concerning the Employee Health Center in its possession to the County and shall cooperate in transition of the Services to appropriate parties at the direction of the County.

e. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

ARTICLE IV ADMINISTRATIVE FEES AND REIMBURSABLE EXPENSES

4.1 Administrative Fee and Medical Staffing Costs. The Services by Provider, and the performance of all of its other duties and obligations as set forth in this Agreement, the County shall pay Provider an administrative fee equal to **Fifty-six Dollars (\$56.00) per Eligible Employee per month.**

4.2 Reimbursable Expenses. The County shall reimburse Provider for:

a. the pass through operating expenses identified in the summary attached hereto as **Exhibit F** (collectively, the “**Reimbursable Operating Expenses**”). No other expense shall be passed through to the County without the County’s prior written consent.

4.3 **Best Obtainable Prices.** In purchasing and replenishing supplies, Provider shall use reasonable efforts to find the best obtainable prices. The County’s obligation to reimburse Provider shall be “at cost” and less any applicable discounts, rebates and other savings passed on to Provider by suppliers and without any additional mark up or overhead charge.

4.4 **Invoices.** Two invoices shall be prepared monthly:

a. **Administrative Fee:** Prior to the beginning of each month starting at the Effective Date, Provider will submit an invoice based on the Eligible Employee headcount provided by the County for that month.

b. **Reimbursable Expenses:** By the 15th of each month, Provider will submit an invoice for Reimbursable Expenses incurred/invoiced during the previous calendar month.

4.5 **Payment of Fees and Reimbursable Expenses** will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

4.6 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

ARTICLE V RECORDS

5.1 Medical Records. Provider shall maintain medical records for each Covered Person who receives services performed by Provider at the Employee Health Center in a professional manner consistent with the accepted practice of the community in which the Physician and any Medical Professionals provide the services and applicable law. Such medical records shall be the property of Provider. Provider shall be solely responsible for the storage, maintenance, and confidentiality of such records in accordance with the provisions of Section 8.2 below. Provider shall be responsible for fulfilling all requirements imposed by state, local, and federal law with respect to the preparation, maintenance, security, disclosures, and retention of medical records. Provider agrees to keep and maintain any medical records for the longer of seven (7) years or as required by Florida law. Upon expiration or earlier termination of this Agreement, Provider agrees, to the extent permitted by applicable law, with proper consent, to provide an electronic medical record to a successor on-site Employee Health Center vendor or doctor. At County's election and in accordance with applicable federal and state law, Provider shall deliver the electronic medical records to a designee of the County to maintain the records in accordance with Florida law. Provider shall provide Covered Persons with copies of their medical records upon request, at no cost to the Covered Persons.

ARTICLE VI REPORTING AND RIGHT TO AUDIT

6.1 Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for the longer of five (5) years following completion of the Services, or five (5) years from the conclusion of any litigation regarding this Agreement. The County shall have the right to audit Provider's books and records, at the County's expense, upon prior notice, with regard to the Services provided to the County under this Agreement. Provider shall allow the County or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the County in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the County's Internal Audit department shall be reimbursed to the County by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of County's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the County.

6.2 Reporting Requirements. Provider shall provide the reports detailed on Exhibit G in accordance with the frequency described therein. All reports shall be submitted to the County's Project Representative. All reports due monthly. All reports due monthly shall be due on the

fifteenth of the month; No additional fees shall be charged to the County by Provider for the provision of these reports, data or information.

6.3 Application of Law to Audit and Reporting Requirements. Notwithstanding the preceding Section 6.1 and 6.2 and as more particularly set forth in Section 8 below, nothing in this Agreement nor in the County's policies shall require Provider to violate any federal or state law or regulation regarding the confidentiality of such medical information.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. Provider agrees to indemnify, defend, save and hold harmless County, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost, or expense for any damages that may be asserted, claimed, or recovered against or from County, its commissioners, officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default, or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county, or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its Personnel, agents, servants, contractors, patrons, guests, or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of County, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by County. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify County for its own negligence, or intentional acts of County, its agents, or employees. Nothing in this Agreement shall be deemed to be a waiver of the County's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

7.2 Insurance.

a. Provider shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the County from claims set forth below which may arise out of or result from performance under this Agreement by Provider, or by a subcontractor of Provider, or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable.

b. Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for two (2) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

c. The County shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal, or cancellation of Provider's required insurance coverage, or any increase in Provider's self-insurance retention.

d. Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to County prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

e. All required insurance (except Workers' Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the County as an Additional Insured and Loss Payee. No costs shall be paid by the County for an additional insured endorsement.

f. Required Coverage: Provider shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Professional liability insurance (including technology errors, omissions, and medical malpractice) with a limit of not less than Two-Hundred and Fifty thousand \$250,000.00 each occurrence in the aggregate covering Provider and all Medical Professionals, including appropriate

*Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082*

prior acts coverage for the period of time the Provider provided services to the County of \$750,000.00.

g. Workers' compensation, employers' liability, general liability and policies shall provide a waiver of subrogation in favor of the County.

h. Provider's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the County for liability arising out of operations under this Agreement.

ARTICLE XIII RECORDS

8.1 Public Records Act. It is understood by the parties that the County is subject to the provisions of the Florida Public Records Act, Section 119.011 et seq, Florida Statutes, and that absent any exemptions or provisions for confidentiality contained in state or federal statutes, generated records may be open to the public for inspection and copying. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Provider in conjunction with this Agreement. Failure by Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County and may subject Provider to penalties under Chapter 119, Florida Statutes. Should Provider assert any exemptions to the requirements of the Florida Public Records Act and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Provider. Provider consents to the County's enforcement of Provider's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon Provider must pay all court costs and reasonable attorney's fees incurred by the County.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.

8.2 Covered Person Records. Provider and the County agree that they will adopt such policies and procedures, execute such written amendments to this Agreement or enter into such other agreement(s) as may be required to make their activities under the Agreement compliant with the Federal Health Information Technology for Economic and Central Health Act of 2009 ("HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. 1320d-8 ("HIPAA"), and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 as amended, and other applicable

local, state and federal privacy laws. In furtherance of this agreement, Provider and the County will execute the "Business Associate Agreement". Provider shall take steps to safeguard the confidentiality and privacy of member/participant identifiable information and to prevent unauthorized disclosure of the same by its employees and agents. The County acknowledges that in receiving or otherwise dealing with any records or information about Covered Persons receiving treatment for alcohol or drug abuse, Provider may be bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time), as well as any state laws that govern HIV/AIDS and mental health treatment. Provider, at Provider's expense, will resist in judicial proceedings any effort to obtain access to such records or information relating to the Central Services except such access as is expressly permitted by the aforementioned federal regulations and/or State law and will notify the County of any such judicial proceedings.

The parties acknowledge that certain records and documents created or maintained by Provider may constitute employment records not subject to HIPAA and others may include protected health information ("PHI") as that term is defined by HIPAA. The parties shall collaboratively develop policies and procedures to segregate PHI subject to HIPAA and other state and federal privacy laws from employment records and to ensure the parties preserve the privacy and confidentiality of PHI in accordance with HIPAA and other applicable state and federal laws. Except for employment records not subject to HIPAA, Provider shall not provide documents containing PHI to the County without written authorization from the Covered Person.

The obligations created by this section shall survive the termination or cessation of this Agreement.

8.3 Confidential and Proprietary Information. Provider and County agree that all materials containing confidential and proprietary information developed in whole or in part or produced by either party shall not be disclosed to any third party without the written consent of the other party, except as necessary to implement the terms of this Agreement and only on a need to know basis, unless disclosure is required by the Florida Public Records Act.

ARTICLE IX GENERAL PROVISIONS

9.1 Upon adoption of any state or federal legislation or upon the issuance of a determination by a governmental entity, a Medicare carrier or intermediary, or an independent third party absolutely acceptable to each party that the arrangement evidenced by this Agreement violated any Federal or State law, rule, or regulation, including fraud and abuse issues, this Agreement shall terminate within sixty (60) days thereafter or sooner if such determination so advises; provided however, that in the event that such a determination is issued, the County may elect to continue this Agreement by reorganizing its internal structure or its agreements so that such are in accordance with the law, rule, or regulation in question. In such event, within sixty (60) days of the issuance of such determination, the County shall deliver notice to Provider of its intentions to

continue this Agreement as provided herein. In such case, the terms and conditions of this Agreement shall remain in full force and effect.

9.2 Notices. All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing by personal delivery, by prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, facsimile transmission or e mail, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, upon acknowledgment of receipt of electronic transmission if sent by tele copier or facsimile transmission or e mail. Notices shall be sent to the parties at the following addresses:

If to Provider:

Treasure Coast Medical Associate, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
Attn: J. Michael Adelberg, MD, FAEP
President and Regional Medical Director
Facsimile No.: (772)-232-9383

If to County:

Okeechobee County
Attn: Robbie L. Chartier, County Administrator
304 NW 2nd Street, Room 123
Okeechobee, FL 34972

and

Okeechobee Sheriff
Attn: Noel Stephen, Sheriff
504 NW 4th Street
Okeechobee, FL 34972

With a Copy to:

*Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082*

Cassels & McCall, County Attorneys
P.O. Box 968
Okeechobee, FL 34973-0968

Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

9.3 Independent Contractor. Provider acknowledges and agrees that it is an independent contractor of the County and is not an employee of the County. Provider more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the County; will not be covered by the County's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the County to Provider hereunder. Provider acknowledges that it shall have no authority to bind County to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Provider's duties under this Agreement. Provider shall be responsible to the County for all work or services performed by Provider or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

9.4 Waiver. Any waiver by any party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition, or provision of this Agreement.

9.5 Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting, or enforcing this Agreement.

9.6 Non-Assignability. This Agreement may not be assigned by any party without the express prior written consent of all other parties which may be given or withheld by each party in its sole discretion.

9.7 Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The County and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Okeechobee County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

9.8 Attorneys' Fees. In the event of any litigations to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.

*Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082*

9.9 Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

9.10 Gender; Number. Whenever the context of this Agreement requires, the masculine gender shall include the feminine or neutral, and the singular number shall include the plural.

9.11 Third-Party Beneficiary. Provider and the County acknowledge that nothing contained in this Agreement is intended to nor shall it cause any person, including any individual partner of Provider, or entity, or any Covered Person, to become a third-party beneficiary of any of the provisions or obligations of this Agreement.

9.12 Non-Discrimination. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

9.13 Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and its sub-consultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

9.14 Unauthorized Aliens/Patriot's Act. The knowing employment by Provider or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that Provider is notified or becomes aware of such default, Provider shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Provider's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Provider shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Provider further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"). Provider represents it is not a Prohibited Person under the Executive Order or Patriot Act.

9.15 Representations and Warranties.

- a. Provider hereby represents and warrants to the County that it has full power and authority to enter into and fully perform its obligations without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
- b. Provider represents and warrants that it and its representatives providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the party or any of its representatives being excluded from participation in the Federal health care programs. This will be an ongoing representation and warranty during the term of this Agreement and Provider will immediately notify the County of any change in status of the representation and warranty set forth in this section. Any breach of this Section will give the County the right to immediately terminate this Agreement for cause.
- c. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
- d. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.16 Ethics; Conflicts of Interest.

- a. Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

- b. Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the County or any County agency or selection committee.
- c. Provider represents that it does not employ, directly or indirectly, the County Administrator, members of the County commission or any official, department director, head of any County agency, member of any board, committee or agency of the County, or the Clerk, the Supervisor, the Sheriff, the Property Appraiser, the Tax Collector, or any employee of the Clerk, the Supervisor, the Sheriff, the Property Appraiser, or the Tax Collector.
- d. Provider represents that it does not employ, directly or indirectly, any official of the County. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the County who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.
- e. Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the County Administrator, members of the County commission, any department director or head of any County agency, any employee of the County or any County agency, the Clerk, the Supervisor, or any employee of the Clerk or Supervisor, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.
- f. Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.
- g. Provider, its officers, personnel, subsidiaries, and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the County under this Agreement.
- h. Provider, its officers, personnel, subsidiaries, and subcontractors shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests

of County or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- i. Provider shall promptly notify the County in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the County as to whether such association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by Provider. The County agrees to notify Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Provider, the County shall so state in its opinion and Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Provider under this Agreement.
- j. In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

9.17 Taxes. Provider understands that in performing the Services for the County, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use the County's tax exemption number for purchasing supplies or materials.

9.18 Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Board. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the County may terminate this Agreement upon no less than sixty days (60) to Provider. The Board of County Commissioners shall be the sole and final authority as to the availability of funds.

9.21 Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans or other means. When one of the foregoing conditions interferes with contract

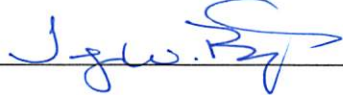
performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to County in writing within ten (10) calendar days after the start of the occurrence of such delay, and Provider shall use best efforts to perform its obligations during such period of delay, and notify County of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

9.22 Audit. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor to fully cooperate with the County's Auditor when requested may be deemed by the County to be a material breach of this Agreement justifying its termination.

9.23 Entire Agreement: This Agreement, including Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the County and Provider. The Chairman of the County Board of Commissioners shall have the authority to execute amendments to this Agreement for changes relating to the operation of the Employee Health Center such as staffing levels, performance guarantees and hours of operation.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the day and year first above written.


COUNTY OF OKEECHOBEE
BOARD OF COUNTY COMMISSIONERS

By: 

Terry W. Burroughs, Chairman

Date: 9-26-17

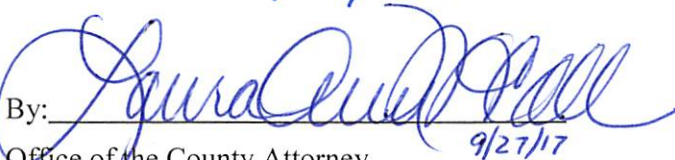


Attest:
By: 

Sharon Robertson, Clerk of the Circuit Court

And Comptroller

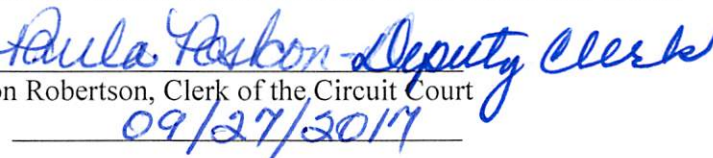
Date: 09/27/2017

By: 

Office of the County Attorney
Approved as to form and legality

9/27/17

OKEECHOBEE COUNTY
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: 

Sharon Robertson, Clerk of the Circuit Court

Date: 09/27/2017

OKEECHOBEE COUNTY SUPERVISOR OF ELECTIONS

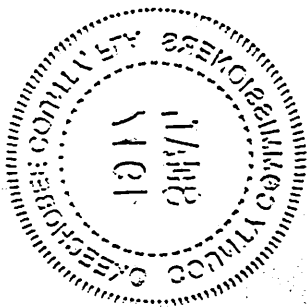
By: 

Diane Hagan, Supervisor of Elections

Date: 9/27/2017

Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082

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OKEECHOBEE COUNTY SHERIFF

By: [Signature]
Noel Stephen, Sheriff
Date: 9/29/17

OKEECHOBEE PROPERTY APPRAISER

By: [Signature]
Mickey Bandi, Property Appraiser
Date: 9-28-17

OKEECHOBEE COUNTY TAX COLLECTOR

By: [Signature]
Celeste Watford, Tax Collector
Date: 9-29-17

TREASURE COAST MEDICAL
ASSOCIATES, INC., a Florida corporation

By: [Signature]

Name: Jonathan M. Adelberg MD FAEP President

Date: 9/29/17

Witness: [Signature]

EXHIBIT LIST

Exhibit A	Scope of Central Services
Exhibit B	Scope of Management Services
Exhibit C	Invoice Samples
Exhibit D	Start Up Costs
Exhibit E	Operating Hours Schedule
Exhibit F	Reimbursable Operating Expenses
Exhibit G	Reporting Requirements
Exhibit H	Physical Form

EXHIBIT A

SCOPE OF CENTRAL SERVICES

PRIMARY, OCCUPATIONAL HEALTH, AND URGENT CARE

The Central Services to be performed by the Medical Professionals at the Employee Health Center are to be determined by the Medical Professionals but generally shall include those services normally provided in a primary medical care facility as permitted by the licensure of the Medical Professionals, and by the equipment and physical restrictions of the Employee Health Center, and at a minimum shall include the following services:

- Chronic illness evaluation, treatment and management (i.e., diabetes, high cholesterol, hypertension, asthma, obesity)
- Acute Conditions (i.e., sore throats, ears ache, head ache, cough, sinus, strains, sprains, musculoskeletal problems, acute urinary complaints).
- Primary Care, health risk assessments, preventative and disease management strategies including one-on-one health education counseling to high risk employees
- Reasonable accommodations determinations – consult with Director of Human Resources and the County's Risk Manager with regard to reasonable accommodations for employees with medical conditions that have altered their ability to perform an essential job task.
- Occupational Conditions
 - On the Job Injuries/Work-related injuries or illnesses
 - Minor surgical procedures, within the scope of the Medical Professional, such as sutures for laceration treatment, etc.
 - Pre-employment and routine physicals
 - Pre-employment, random, reasonable suspicion and post-accident drug testing

Medications

Class examples include, but are not limited to the following:

- Anti-infective
- Antihypertensive
- Anti-hyperlipidemics
- Antidepressants
- Anti-diabetics
- Antihistamines
- Acid-reflux medications
- Antibiotics
- Hypertensive & cardiac medications
- Anti-lipids
- Pulmonary
- Gastro Intestinal

- Psychiatric
- Vaccinations

Medical Surveillance

- **Drug Screen/Alcohol** - Collect pre-employment samples; urine for random and reasonable suspicion; breathalyzer for alcohol in compliance with collective bargaining agreements and County policy. Administer random selection program and post rehabilitation random testing. Provide Medical Review Officer and reporting services.

Exams

- **Pre-Employment** - Coordinating/conducting physicals, drug screening, medical history, audiometric testing, biometrics, etc.
- **Fitness for Duty** - Conduct fitness for duty exams for both work related cases and for employees returning from personal medical leave.
- **Department of Transportation/Commercial Driver's License exams**
- **County Exams**

Labs

- Onsite collection of specimens and blood draws
- Manage lab provider arrangement to include logistics for specimen pick up,
- Reporting of results to medical providers
- System integration of lab data within medical records system

Governmental Regulations and Compliance

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, and DOT.

Long Term Prevention Programs Available

Provider will work closely with the County for the purpose of financial review, reporting, as well as to identify major cost drivers. Provider will make recommendations and develop strategies for the County to mitigate such costs. Some of these services are listed below.

- Health Risk Assessment provided through the County's insurance carrier with comprehensive lab analysis provided at the Employee Health Center will help to proactively identify patient health risks
- Aggregate data analysis from your employee population to develop the right programs for your Pharmaceutical Program Management
- Aggregate Central data analysis to determine wellness effectiveness on population health
- Physician/Nurse "Reach Out" Program to communicate with people with the greatest health risks

- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – Provider's providers will proactively promote disease case management
- Health Education Training

Performance Requirements:

- Provider shall report the results of routine annual employee physicals required by the County and post-offer physicals within three (3) business days of the date of the initial patient visit. Results of Post-Offer Physicals must be e mailed to the Director of Human Resources or their designee. Results of routine employee annual physicals shall be e mailed to the County's Risk Manager or designee.
- Provider shall report the results of complex post-offer physicals and periodic physicals requiring MRI's and/or Cardiac Stress Testing within five (5) business days of the date of the initial patient visit.
- Appointments for Fitness-for-Duty evaluations must be scheduled by Provider within 48 business (i.e. Monday-Friday) hours.
- Provider shall use its best efforts to timely respond to all County voicemails and e mails by day's end.


EXHIBIT B
SCOPE OF MANAGEMENT SERVICES

- Manage and supervise daily operation of the Employee Health Center in accordance with all applicable local, state, and federal laws.
- Obtain and maintain all necessary licenses, certifications, and accreditations for the operation of the Employee Health Center.
- Recruit, employ, and supervise all medical and non-medical staff necessary for the operation of the Employee Health Center.
- Provide appropriate physician supervision for nurse practitioners and other licensed staff.
- Prepare reports of operations and activity required by the County or the state, local or federal regulatory agencies and, where applicable, deliver to County's Risk Management and third party administrator by the end of the work day.
- Maintain patient files as required by industry standards and applicable laws including an electronic medical record.
- Purchase equipment and supplies necessary for the operation of the Employee Health Center.
- Maintain, or arrange for the maintenance of all technical, mechanical or electronic equipment used in the operation of the Employee Health Center.
- Regularly assess and recommend cost-saving measures while maintaining high quality of care.
- Participate in meetings with the County at the reasonable request of the County.
- Provide newsletter and internet health portal services.
- Maintain practice management system and electronic medical record system.
- Provide customer service line
- Online system for scheduling appointments according to Section
- Provide Medical Supply and Equipment inventory management
- Participate in the County's annual health fair (if applicable)
- Contract for, and be responsible for, disposal of biomedical waste

EXHIBIT C


INVOICE SAMPLES

Monthly, the Admin fee will be invoiced in the following format:

 <p style="margin: 0;">Treasure Coast Medical Associates, Inc.</p>			
Invoice			
Invoice No: 2165		In account with: Okeechobee County Board of County Commissioners For: Nov 2017 Admin Fee for Health Clinic	
Invoice Date	Invoice Terms	Billing Contact	
10/27/2017	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
ITEM	DESCRIPTION		TOTAL
1	BOCC: \$56.00 X 124		\$6,944.00
2	Clerk of Court: \$56.00 X 35		\$1,960.00
3	Supervisor of Elections: \$56.00 x 3		\$168.00
4	Sheriff: \$56 x 190		\$10,640.00
5	Property Appraiser: \$56 x 10		\$560.00
6	Tax Collector: \$56 x 14		\$784.00
Balance Due:			\$21,056.00
ADDRESS	PHONE	FAX	WEB
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com

Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082

Monthly, the pass-through costs will be invoiced in the following format:

 Treasure Coast Medical Associates, Inc.			
<h2>Invoice</h2>			
Invoice No: 9999		In account with: BOCC	
		Pass Through: Labs and Meds: Mar 2018	
Invoice Date	Invoice Terms	Billing Contact	
4/15/2018	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
ITEM	DESCRIPTION		TOTAL
County Commissioner			
1	Meds Dispensed/ Labs Ordered		\$1,053.26
	Less Start-up Deposit remaining		(\$475.38)
	Amount Due/(Credit to roll forward)		\$577.88
County Clerk of Court			
2	Meds Dispensed/ Labs Ordered		\$63.51
	Less Start-up Deposit remaining		(\$214.50)
	Amount Due/(Credit to roll forward)		(\$150.99)
Supervisor of Elections			
3	Meds Dispensed/ Labs Ordered		\$102.56
	Less Start-up Deposit remaining		(\$254.95)
	Amount Due/(Credit to roll forward)		(\$152.39)
Sheriff			
3	Meds Dispensed/ Labs Ordered		\$2,013.56
	Less Start-up Deposit remaining		(\$826.54)
	Amount Due/(Credit to roll forward)		\$1,187.02
Property Appraiser			
3	Meds Dispensed/ Labs Ordered		\$102.56
	Less Start-up Deposit remaining		(\$254.95)
	Amount Due/(Credit to roll forward)		(\$152.39)
Tax Collector			
3	Meds Dispensed/ Labs Ordered		\$68.62
	Less Start-up Deposit remaining		(\$105.35)
	Amount Due/(Credit to roll forward)		(\$36.73)
Balance Due:			\$1,272.40
ADDRESS	PHONE	FAX	WEB
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com

Each invoice will be supported with a listing of the meds dispensed/labs ordered for each constituency.

Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082

EXHIBIT D

ESTIMATED START UP COSTS

The only start-up cost required is that which will fund the purchase of the initial pharmaceutical supply.

The estimate of this is \$7,500. This amount shall be drawn down as the meds are dispensed and the labs ordered each month.

EXHIBIT E

OPERATING HOURS SCHEDULE

1. Hours of Operation:

The hours of operation at the time of execution of this agreement are set as follows.

Monday	8:00 am – 7:00 pm
Tuesday	8:00 am – 7:00 pm
Wednesday	8:00 am – 7:00 pm
Thursday	8:00 am – 7:00 pm
Friday	8:00 am – 7:00 pm
Saturday	8:00 am – 3:00 pm
Sunday	9:00 am – 3:00 pm

2. Holidays:

The Employee Health Center maybe closed on the following holidays:

- From 1:00 pm on New Year's Eve,
- New Year's Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day,
- From 1:00 pm on Christmas Eve, and
- Christmas Day.

3. As mutually agreed by both parties, adjustments which satisfy patients/employees can be made to this schedule.

EXHIBIT F

REIMBURSABLE OPERATING EXPENSES

The only operating expenses that will be invoiced are the costs incurred for labs ordered, medications dispensed, and any other tests, equipment, or external contracted services which are agreed upon by the constituency for whom the tests, equipment, or contracted services are required.

EXHIBIT G
REPORTING REQUIREMENTS

Frequency	Data Reported
Monthly	Details of available Employee Health Center hours – data including clinic hours and available appointment/patient visits
Monthly	Number of visits each week. This data should include type of visit (Provider, Nurse only) and will compare the number of visits to the available visits to the Employee Health Center.
Monthly	Patient Demographics (age and gender of patients) categorized by covered: <ul style="list-style-type: none"> • Employees, • Dependent Spouses, • Dependent Children, and where applicable, • Retirees
Monthly	Types of visits - this data should show total number of visits and percentages for: <ul style="list-style-type: none"> • Workers compensation injuries, • Wellness type visits, and • Episodic/acute care.
Monthly	Immediate (at time of appointment) patient satisfaction survey
Annually	Aggregate Patient Survey Results

EXHIBIT H Physical Form



Treasure Coast Medical Associates, Inc.

TCMAi Physical

Employee Name: _____ Exam Date: _____

1. M / F 2. Height: _____ 3. Weight: _____ 4. Blood Pressure: _____

5. Temperature: _____ Oral / Tympanic 6. Resting Pulse: _____

7. Visual Acuity: Corrected / Not Corrected Right: _____ Left: _____ Both: _____

Physical Examination

	Normal	Abnormal
Field of Vision		
Auditory Acuity		
Head: Eyes, Ears, Nose, Throat, Neck, and Thyroid		
Heart/EKG		
Lungs/Thorax		
Abdomen		
Skin		
Neurologic		
Spine		
Extremities		
Urinalysis		
Complete Blood Count		
Blood Chemistry Panel		
Tuberculosis Skin Test		
Hepatitis Test		
Color Perception		

☐ I hereby attest that I have examined the above-named employee and find him/her capable of performing the essential functions of their job.

☐ I hereby attest that I have examined the above-named employee and find him/her not capable of performing the essential functions of their job.

Physician Name: _____ Physician Signature: _____ Date: _____

3405 NW Federal Hwy, Jensen Beach, FL 34957
(Ph.) 772-692-8082 (Fax) 772-232-9383

*Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, FL 34957
(772) 692-8082*

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER
GOVERNMENTAL ENTITY**

WHEREAS, OKEECHOBEE COUNTY, 312 N.W. 3rd Street, Okeechobee, Florida 34972, a political subdivision of the State of Florida, entered into an agreement dated September 26, 2017, a copy of which is attached hereto, with **TREASURE COAST MEDICAL ASSOCIATES, INC. ("TCMA"), 3405 N.W. Federal Highway, Jensen Beach, Florida 34957**, a Florida Corporation, to provide medical services for the County; and

WHEREAS, the CITY OF OKEECHOBEE ("City"), 55 S.E. 3rd Avenue, Okeechobee, Florida 34974, a Florida Municipal Corporation has the legal authority under Chapter Two, Section 2-289 of the City of Okeechobee Code of Ordinances to "piggyback" onto a contract procured pursuant to Florida Statute §287.057 by another governmental entity when seeking to utilize the same or similar products or services provided for in the said Contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between Okeechobee County, Florida and **TCMA** for utilization of the same or similar products or services ("**Work**").

NOW THEREFORE, having found it to be in the public interest,

1. That **TCMA** affirms and ratifies the terms and conditions of the above referenced Contract with Okeechobee County, Florida and agrees to provide or perform services set forth therein for the **City** in accordance with the same terms of said Contract, the terms of which are fully incorporated herein, which are binding on the parties, and as more specifically set forth in the attached exhibit(s).
2. The **City** agrees to utilize the services or products of **TCMA** in a manner and upon the terms and conditions as set forth in the Contract between Okeechobee County, Florida and **TCMA**, which is for the provision of quality health care and improve wellness among employees through the provision of central services at the Employee Health Center located at 305 East North Park Street, Okeechobee, Florida (TCMA Urgent Care Okeechobee).
3. That this Agreement contemplates administrative and functional amendments to the **TCMA** Contract with Okeechobee County, Florida, Section 9.2, such as designated persons and address for notifications and contact between the **City** and **TCMA** which may be accomplished by separate letter of understanding between the **City** and **TCMA**. Presently, all contact and notifications to the **City** shall be: Marcos Montes De Oca, City Administrator, with copies to: India Riedel, Finance Director, 55 S.E. 3rd Avenue, Okeechobee, Florida 34974.
4. **ADDITIONAL COSTS AND SERVICES:** Covered employees are described in Section 2.1 of the Contract. This Contract between the **City** and **TCMA** provides for cost of services for each employee for the **City**, and for those employees who have elected to add family members on their **City** health insurance plan, each additional insured dependent in the family and **City** retirees, are also entitled to the provision of services of **TCMA**, at no additional cost. In addition, **TCMA** will provide its services under the Contract to dependents of employees who are not on the **City** insurance plan, billed at a discount in fees and costs as determined by **TCMA**. Further, occupational related medical services (i.e. workers compensation cases) shall be provided to employees under the terms set forth in Section 1.1 of the Contract, and at a cost to be determined, but represented to be approximately ten percent (10%) less than current **City** costs for such services.
5. **PASS THROUGH EXPENSES:** The **City** shall not be required to place an advance deposit with **TCMA** as does Okeechobee County in Exhibit "D" of the Contract, for the provision of prescription drugs. All prescription medications, as well as lab work, shall be provided at cost to patients on a pass through

basis, and invoiced separately to the **City**. These costs shall be in addition to the total monthly base costs set forth in the **City** pricing proposal (Exhibit A).

6. **TERMINATION:** As provided in Section 3.2 of the **TCMA** Contract.
7. **PUBLIC RECORDS:** The legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF OKEECHOBEE AT:

**CITY CLERK'S OFFICE
55 S.E. 3rd Avenue
Okeechobee, FL. 34972
(863) 763-3372 ext. 9814
lgamiotea@cityofokeechobee.com**

Subject to state and Federal privacy laws protecting and relating to release of medical records, reports and findings, the **Contractor/TCMA** shall adhere to Florida public records laws, including the following:

- a. Keep and maintain public records required by the **City** to perform the services, and upon request of the custodian of records for the **City**, provide the **City** with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
- b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract term and following completion of the contract if the **Contractor** does not transfer the records to the **City**.
- c. Upon completion of the contract, transfer, at no cost, to the **City** all public records in possession of the **Contractor** or thereafter keep and maintain public records required by the **City** to perform the service. If the **Contractor** transfers all public records to the **City** upon completion of the contract, the **Contractor** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Contractor** keeps and maintains public records upon completion of the contract, the **Contractor** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **City**, upon request of the City Clerk, in a format that is compatible with the information technology systems of the **City**.

Noncompliance.

- a. A request to inspect or copy public records relating to the **City's** contract for services must be made directly to the **City**. If the **City** does not possess the requested records, the **City** shall immediately notify the **Contractor** of the request, and the **Contractor** must provide the records to the **City** or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.

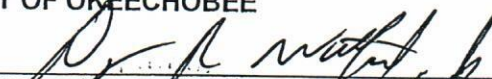
- b. If the **Contractor** does not comply with the request of the **City** for the records, the **City** shall enforce the contract provisions in accordance with the contract.
- c. If the **Contractor** fails to provide the public records to the **City** within a reasonable time, the **Contractor** may be subject to the penalties under Chapter 119.10.

Civil Action.


- a. If a civil action is filed against a **Contractor** to compel production of public records relating to the **City's** contract for professional services, the court shall assess and award against the **Contractor** the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the **Contractor** unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the **Contractor** has not complied with the request, to the **City** and to the **Contractor**.
- b. A notice complies with the above if it is sent to the custodian of public records for the **City** and to the **Contractor** at the **Contractor's** address listed on its contract with the **City**, or to the **Contractor's** registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- c. A **Contractor** who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Approved by the City of Okeechobee City Council this 3rd day of October, 2017.


CITY OF OKEECHOBEE


Dowling R. Watford, Jr., Mayor

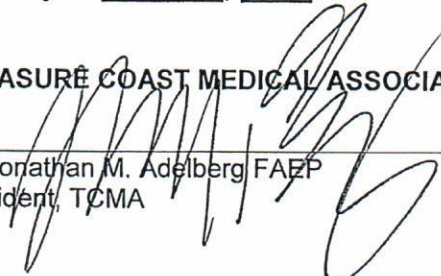
ATTEST:


Lane Gamiotea, CMC, City Clerk


REVIEWED FOR LEGAL SUFFICIENCY:


John R. Cook, City Attorney

TREASURE COAST MEDICAL ASSOCIATES, INC.


Dr. Jonathan M. Adelberg FAEP
President, TCMA

STATE OF FLORIDA
COUNTY OF Okeechobee


NOTARY PUBLIC, State of Florida

The foregoing was executed before me this 12th day of October, 2017, by Dr. Jonathan M. Adelberg, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Corporation.

Seal/stamp:

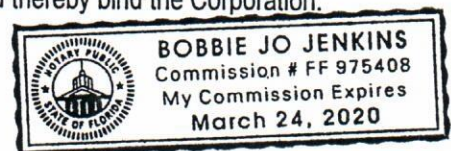


Exhibit "A"



Treasure Coast Medical Associates, Inc.

City of Okeechobee Employee Health Program Pricing Proposal

Assumptions:

1. Monthly, the City will be billed for Administrative Fees & Reimbursable Expenses for Staffing.
2. Lab Costs: Fees for Labs will be billed quarterly.
3. Medication Costs: **To Be Discussed**
4. This Pricing Proposal covers Employee Health Services. Occupational Services will be addressed separately, outside this proposal.

Administrative Fees & Reimbursable Expenses includes all Fees and Expenses outlined in this Proposal.

Monthly Administrative Fee:

- PEPM at \$17 PEPM; Employee count to be provided monthly by City.

Monthly Reimbursable Expenses:

- Staffing allocated at a flat monthly fee of \$1,500.

Quarterly Reimbursable Expenses

- All labs drawn/processed
- Medications: **Based on outcome of discussion**

Example of Monthly Invoice (based on 63 Eligible Employees):

Admin Fee

PEPM – 63 Eligible Employees \$ 1,071

Reimbursable Expenses:

Staffing Allocation \$ 1,500

Total Monthly Invoice Amount: \$ 2,571

City of Okeechobee
ADOPTED 2019/2020 BUDGET

Exhibit 10
July 7, 2020

General Fund - 001

Potential EMS / FIRE 2020 BUDGET

- Revised June 30, 2020

DEPARTMENT: FIRE DEPARTMENT (0522)

PERSONNEL COST:		FIRE & EMS	FIRE only
		2020 W/EMS	2019/2020
		Proposed	ADOPTED
1100	EXECUTIVE SALARIES	\$ 79,300	\$ 79,300
1200	REGULAR SALARIES	\$ 776,500	\$ 681,500
1201	HOLIDAY PAY	\$ 30,136	\$ 25,500
1300	OTHER SALARY	\$ 15,600	\$ 15,600
1400	OVERTIME	\$ 56,600	\$ 51,600
1401	OVERTIME PAY/ANNUAL & SICK	\$ 77,900	\$ 65,900
1402	DISPATCHER OVERTIME	\$ 6,598	\$ 6,500
1501	VOLUNTEER PAY	\$ 18,000	\$ 18,000
1510	LONGEVITY/SERVICE INCENTIVE	\$ 250	\$ 250
1540	CAREER EDUCATION	\$ 6,850	\$ 3,600
2100	FICA	\$ 80,156	\$ 70,850
2200	RETIREMENT	\$ 210,080	\$ 190,900
2300	LIFE AND HEALTH INSURANCE	\$ 182,900	\$ 159,300
2400	WORKERS COMPENSATION	\$ 59,050	\$ 51,550
2500	UNEMPLOYMENT COMPENSATION	\$ -	
TOTAL PERSONNEL COSTS:		\$1,599,920	\$1,420,350

STAFFING CHANGES

Regular Salaries
to remain unchanged

2 paramedics ft positions

Plus 47,500 base for each new paramedic

	\$ 95,000.00
Additional Cost	\$ 95,000.00

City of Okeechobee
ADOPTED 2019/2020 BUDGET

General Fund - 001

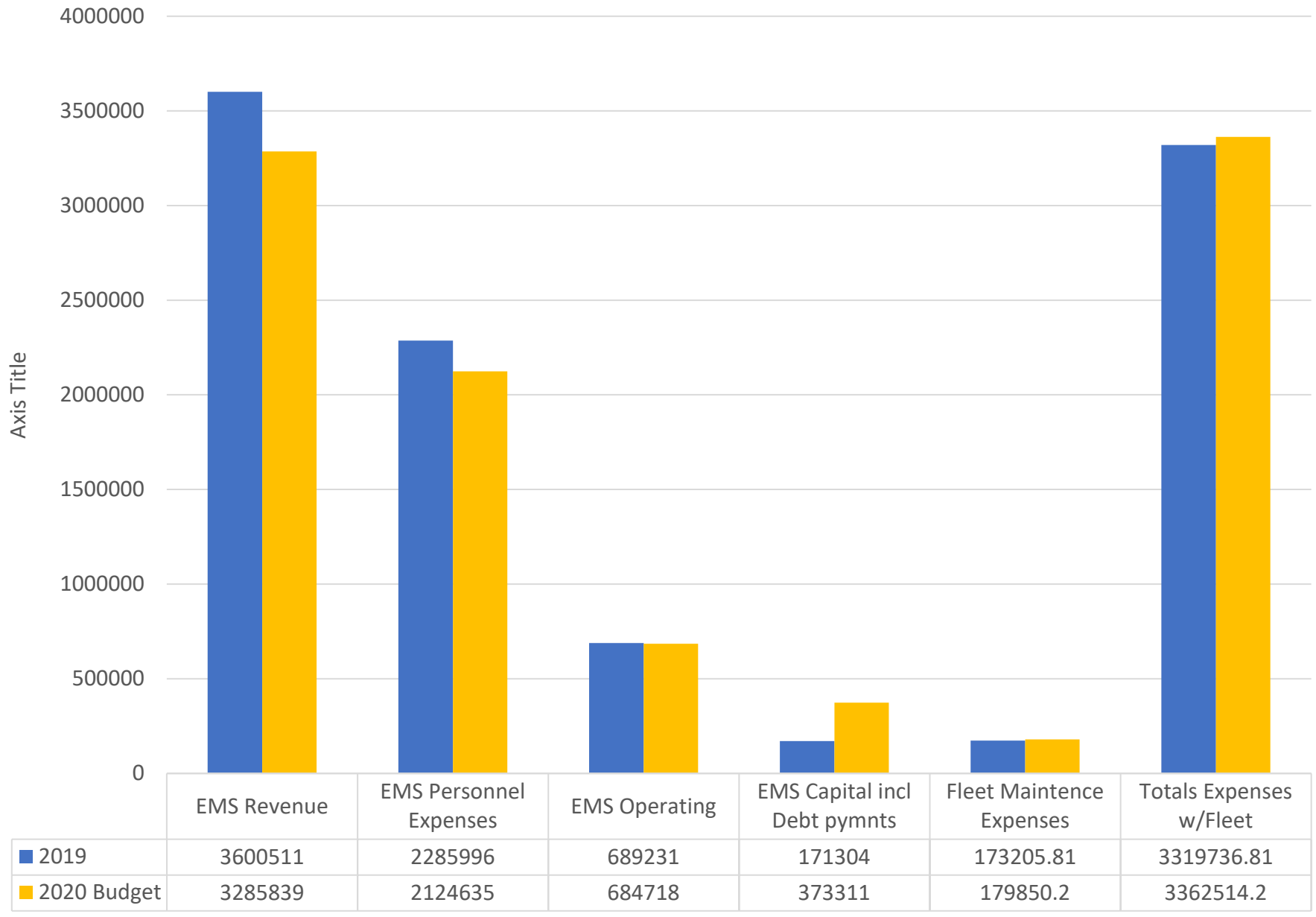
DEPARTMENT: FIRE DEPARTMENT (0522)

SUPPLIES & OTHER SERVICES		2020 W/EMS	2019/2020
		Proposed	ADOPTED
3100	PROFESSIONAL SERVICES (MD)*	\$ 12,000	\$ 7,800
3102	PROF SERV (PHYS FOR SCBA)	\$ 4,000	\$ 3,500
3103	WELLNESS PROGRAM (Gym)	\$ 3,500	\$ 3,000
3400	OTHER CONTRACTUAL SERVICES	\$ -	\$ -
4000	TRAVEL AND PER DIEM	\$ 2,000	\$ 3,200
4100	COMM. & FREIGHT	\$ 20,000	\$ 20,000
4300	UTILITIES	\$ 13,000	\$ 13,000
4400	RENTALS AND LEASES	\$ 2,400	\$ 2,400
4500	INSURANCE	\$ 48,500	\$ 37,252
4600	R&M VEHICLES	\$ 40,000	\$ 30,000
4609	R&M BUILDING & EQUIPMENT	\$ 40,000	\$ 33,575
4700	PRINTING	\$ 600	\$ 600
4901	EDUCATION	\$ 7,000	\$ 11,000
4902	PUBLIC EDUCATION & FIRE PREV.	\$ 5,500	\$ 4,500
4903	CODE ENFORCEMENT	\$ -	\$ -
4905	TRAINING & MATERIALS	\$ 5,000	\$ 5,000
4909	MISCELLANEOUS	\$ 500	\$ 400
5100	OFFICE SUPPLIES	\$ 3,000	\$ 3,000
5200	OPERATING SUPPLY	\$ 30,000	\$ 13,000
5201	FUEL AND OIL	\$ 14,000	\$ 14,000
5202	OPERATING SUPPLIES (TIRES)	\$ 5,000	\$ 5,000
5203	UNIFORMS/PATCHES	\$ 9,500	\$ 8,000
5400	BOOKS, PUBLICATIONS, ETC	\$ 4,000	\$ 4,000
6400	EQUIPMENT (\$750 OR MORE)	\$ -	\$ -
TOTAL SUPPLIES AND OTHER SERVICES:		\$ 269,500	\$ 222,227
GRAND TOTAL FOR DEPARTMENT		\$ 1,869,420	\$ 1,642,577

Possible software needed for EMS

medical supplies

BOCC Revenue and Expenses for EMS



**Okeechobee County Fire Rescue
EMS Calls within the City Limits**

Calendar Year	Total Call	Transports	ALS Level Calls	ALS Level Billed	BLS Level Calls	BLS Level Billed	Gross Billing
2017	1244	907	702	\$351,000.00	205	\$82,000.00	\$433,000.00
2018	1182	836	616	\$308,000.00	220	\$88,000.00	\$396,000.00
2019	1228	848	658	\$348,000.00	190	\$76,000.00	\$424,000.00

**Payment
Average**

**Medicaid
BLS**
\$136.00

**Medicaid
ALS**
\$290.00

Payee Mix	Medicaid	Medicare	Private Insurance	Self Pay
Percentage of calls	16.15	52.40	13.06	18.38

City DRAFT EMS Revenue Calculations

Based Upon County Information and Data

Revenues

EMS Projected Billings

Professional Services (collections @ 5% net)	\$	18,836	prof. cost
Total Fire / Medical Calls	\$	1,244	county trans
Actual Data from Okeechobee County	\$	907	72.9%
Average Costs per Transport	\$	477	based on gross
	\$	433,000	gross billings
Projected Net Billings TBD (Medicaid/Medicare/ir	\$	376,710	82% *
*based on data from county	\$	357,875	net rev. est

paid from medicaid/Medicare/insurance combined (16.15%,52.40%,13.06%respectively)
 self pay excluded from collections (18.38%)

City DRAFT Capital Purchases

Capital Purchases

per ambulance

Ambulance E-450	\$	145,000
Life packs	\$	22,000
Equipment	\$	15,000
Misc.	\$	7,500
Radio	\$	8,000

Both Units = \$ 395,000

Summary of Data Presented and Cost Effects Due to Incorporation of EMS within City			
Cost Comparisions Based on Raw Numbers			
Overall Fire EMS Budget =		\$	1,869,420
Dispatch (costs remains for PD dispatch)		\$	270,370 actual
Estimate of Transports	See Draft Revenue Calculation	\$	357,875 see net revenue
Remaining Budget Adjusted from actual (rollforward)		\$	157,201 based on typical year
Sum of Items =		\$	785,446
Net Effect of Implementation of EMS Services = \$ 1,083,974 (overall - above items)			
If City were to provide EMS services, Residents would no longer pay County EMS Assessment = \$344,000			

Summary of Costs and Potential Revenues based on Millage				
Overall Budgeted w/ EMS		Current Fire Budget		
\$	1,869,420	\$	1,642,577	
1.0000 Mill = \$292,000.00		Current Millage 7.6018		
Effective "Assessment" Millage		Change in Millage		Effective Millage
	Net EMS Addition =	\$ 226,843	0.7769 UP	8.3787
	Transport Revenue Est. =	\$ (357,875)	(1.2256) DOWN	7.1531
	County Asmt. No longer Paid =	\$ (344,000)	(1.1781) DOWN	5.9750
		Net Drop in Revenue based in Millage		1.6268



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372

www.cityofokeechobee.com

Office of the City Administrator

Direct Line: 863-763-9812

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Wes Abney
Monica Clark
Bob Jarriel
Bobby Keefe

Memorandum

Date: June 30, 2020
To: Mayor Watford, City Council Members, and City Attorney
From: City Administrator Marcos Montes De Oca, P.E.
RE: **Fire Services Topic Requiring Additional Discussion**

City/County Referendum Discussion

Stantec Assessment Proposal

County to continue to utilize City Fire Station

City to continue to pay for any employees to be paramedics
(all those that are transferring and leaving)

Establish more detailed performance metrics once program and data can be assessed and presented.

City to cover salaries and benefits for other employees transferred above the seven anticipated.

Pension Discussion and Options

If not vested, pay out or IRA rollover

Those vested – can keep Pension at City and begin new with FRS -or- continue paying into City Pension.

Union Items

Items are pending County Union approval; however, we should state intent to prepare more detail and numbers.

Seniority - Sick and Vacation Accrual/Balances to be transferred

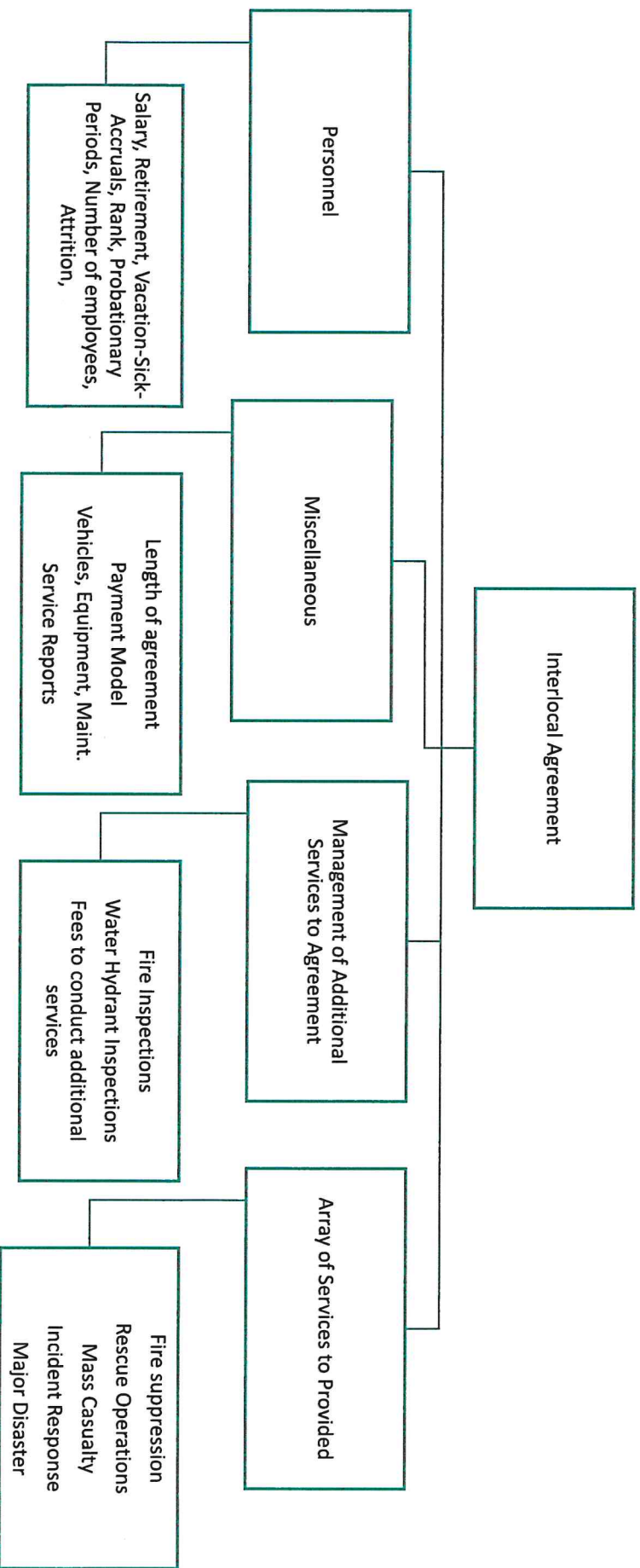
Rank

Probationary Period



City-County Fire Discussion

June 25, 2020



Joint Recommendations for Fire Service Agreement

1. Agreement will be based on current services provided by County
 - a) Fire suppression
 - b) Rescue Operations
 - c) Mass Casualty
 - d) Incident Response
 - e) Major Disaster
 - f) Fire Prevention
2. City desires to use current County fire assessment rate as basis for fee calculation for the first year
3. City to pay to be included in County's current fire assessment rate study being developed to determine the true fire assessment rate for City properties.
4. Fees (inspections, etc) will go city to offset costs of services rendered
5. Equipment (Fire trucks, bunker gear, etc.) will be provided to County at no cost
6. County will maintain vehicles at no charge to City
7. City will allow County to store fire reserve apparatus at existing city facility

Joint Recommendations for Fire Service Agreement

1. City desires to have a 5 year agreement
2. Performance metrics to be determined after software package has been implemented by County
3. City would pay for people to attend Paramedic school (current and transferred employees)
4. County has proposed taking 7 people (6 Paramedics and 1 inspector)
5. County could take an additional people and use them as attrition presents itself
6. City would pay for the additional people until attrition takes place
7. City Pension Options:
 1. Employee could stay in city pension plan or
 2. Employee could choose to enroll in County plan
8. Process to handle salary, vacation-sick accruals/current balances have been agreed to by both administrators.

Union Discussion Points

1. Seniority
2. Rank
3. Probationary Period
4. If City and County agrees to proposal, Union still needs to agree to proposal to complete process

JOHN J. FUMERO

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CARLYN H. KOWALSKY

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To: City Council Members
From: John J. Fumero
Date: June 26, 2020
Subject: Legal provisions concerning voter referenda for fire service

This memorandum provides a brief overview of the legal/procedural options available to effectuate the transfer of fire services to Okeechobee County. Florida's constitution provides that transfer of functions to another local government may occur after approval by vote of the electors of both local governments, or as otherwise provided by law. Florida Statutes allows a county to merge services such as fire protection subject to consent by ordinance of the affected municipality.

Some municipalities have opted to hold a referendum (as set forth in the Constitution) all other municipalities have adopted an ordinance authorizing an interlocal agreement in reliance on municipal home rule powers as well as Florida Statutes sections 166.021 and 125.01(q). The pertinent provisions are provided below.

Florida Constitution

SECTION 4. Transfer of powers.—By law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law.

Florida Statutes

125.01 County Powers and duties.—

(1) The legislative and governing body of a county shall have the power to carry on county government. To the extent not inconsistent with general or special law, this power includes, but is not restricted to, the power to:

(q) **Establish, and subsequently merge or abolish those created hereunder, municipal service taxing or benefit units for any part or all of the unincorporated area of the county, within which may be provided fire protection;** law enforcement; beach erosion control; recreation service and facilities; water; alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems; streets; sidewalks; street lighting; garbage and trash collection and disposal; waste and sewage collection and disposal; drainage; transportation; indigent health care services; mental health care services; **and other essential facilities and municipal services from funds derived from service charges, special assessments, or taxes within such unit only.** Subject to the consent by ordinance of the governing body of the affected municipality given either annually or for a term of years, the boundaries of a municipal service taxing or benefit unit may include all or part of the boundaries of a municipality. If ad valorem taxes are levied to provide essential facilities and municipal services within the unit, the millage levied on any parcel of property for municipal purposes by all municipal service taxing units and the municipality may not exceed 10 mills. This paragraph authorizes all counties to levy additional taxes, within the limits fixed for municipal purposes, within such municipal service taxing units under the authority of the second sentence of s. 9(b), Art. VII of the State Constitution.

166.021 Municipal Powers.—

(1) As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

(2) “Municipal purpose” means any activity or power which may be exercised by the state or its political subdivisions.

(3) The Legislature recognizes that pursuant to the grant of power set forth in s. 2(b), Art. VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the state Legislature may act.

Should you have any questions or comments, please do not hesitate to contact me or Carlyn.



January 14, 2020

Marcos Montes De Oca
City Administrator
55 SE 3rd Avenue
Okeechobee, FL 34974

Re: FY 2021 Fire & EMS Assessment Study Update with City of Okeechobee - Proposed Agreement

Dear Mr. Montes De Oca:

As requested, I have prepared this proposed Agreement to conduct an update to the County's Fire & EMS Assessment Study (Study), with provisions to include the City of Okeechobee's parcel and cost data in the assessment calculations. The following sections present our proposed approach to the Study and our estimated fees for conducting the Study.

Scope of Services

The Study will include the development of a five year financial plan for the County's Fire & EMS functions, updated Fire & EMS assessment rates by property class, development of Fire & EMS assessments for each parcel, presentation of the preliminary results to County staff and Commission, adjustment as required and documentation of final results in a Draft and Final report. The proposal includes one meeting with City staff for review of the assessment numbers and procedure, as well as one informational workshop for the City's governing board. Costs and services related to including the City of Okeechobee's parcel/property and cost data in the assessment calculations in the event the City merges with the County's fire department are included in this proposal. The study also includes implementation assistance for preparation of the MSBU assessment rolls, attendance of adoption hearings, and further assistance as required.

In the event the County chooses to proceed with implementing the updated Fire & EMS assessment rates, notices to the affected property owners will be required in the form of a first-class mailing. As part of our implementation assistance, we will create the letter and mail merge file notifying the affected property owner and facilitate the process with the mail vendor. A third-party mailing service will need to be engaged in order to process, print, and send to the property owners and the cost of this service is not included in this contract. We have a preferred vendor that would provide this service and require direct payment for services rendered. Our best estimate of the cost is approximately \$19,800 based on the County and City's size (33,000 affected property owners) and three types of letters required (Fire and EMS combined notice, Fire notice only, and EMS notice only).

Cost Proposal

I have developed a detailed Work Plan and Cost Estimate Schedule (Schedule) that presents a detailed description of the tasks and sub-task of the process, the estimated man-hours required by consultant, and



the estimated fees to accomplish the Study. The Schedule is enclosed in the Appendix at the end of this proposal and it shows a total proposed fee of \$8,267 inclusive of out-of-pocket expenses.

It is our practice to invoice monthly based upon the percentage of each task completed. To the extent that additional presentations, meetings, analysis, or any other services are requested by the City that are beyond the scope identified in the above referenced Schedule, they will be completed based upon the necessary time and the hourly rates identified within the Schedule.

Schedule

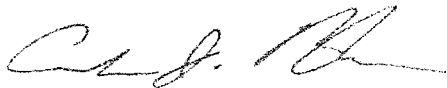
Based upon our prior experience with the County, we have identified the proposed schedule for of this project

- January – February 2020 – Engage with Stantec to proceed with the Assessment Study, provide FY 2020 adopted budget, projected capital needs, most current property database, final assessment rolls, and Incident/Call reports
- March - April – Prepare preliminary financial projections and assessment rate calculations
- April – June 2020 – Update analysis with proposed FY 2021 budget and projected capital needs
- June 2020 – Update assessment roll calculations with June 2020 property data update
- June 2020 – Provide draft report and preliminary assessment calculations
- June – August 2020 – Finalize analysis with budget revisions and property data refinements. Present to BoCC, City of Okeechobee, and attend adoption hearings
- September 2020 – Deliver final assessment databases to the County for submission to tax collector

Conclusion

We are delighted to have the opportunity to present this proposal to you. Please review and if there are any questions or concerns feel free to reach out to me. We have prepared this letter to serve as a short-form agreement in the event the City wishes to immediately proceed with this study. If the terms of this proposal are acceptable, please affix the appropriate signature on the following page and return a copy (a digital scan emailed to me or facsimile will be acceptable) to us for our files. If you have any questions or would like to discuss this proposal, please do not hesitate to call me at (904) 907-5256. Again, it has been a pleasure to meet you and your staff, and we look forward to the opportunity to work together providing you and the City with the extraordinary vision that this process provides.

Very truly yours,



Andrew Burnham
Vice President
andrew.burnham@stantec.com
Stantec Consulting Services Inc.
777 S Harbour Island Boulevard Suite 600
Tampa FL 33602-5729

Enclosures



If the terms of this proposal are acceptable, please affix the appropriate signature below and return a copy (digital scan or facsimile will be acceptable) to us for our files:

Accepted by the City of Okeechobee:

Accepted by Stantec Consulting Services Inc.

Signature

Signature

Name

Andrew Burnham
Name

Title

Vice President
Title

Date

1/14/2020
Date





City of Okeechobee
 FY 2020-21 Fire & EMS Assessment Study Update with Inclusion of City of Okeechobee in Fee Calculation
 Project Work Plan and Fee Estimate

Project Tasks	Estimated Labor-Hours					Total Project
	Project Manager	QA/QC Adviser	Project Consultant	Project Analyst	Project Admin	
Rates	\$265	\$265	\$210	\$120	\$85	
Task 1 Initiate the Project, Obtain and Review Relevant Data						
a. Prepare initial data request list and detailed critical path schedule, perform job set up activities, and establish project monitoring and control responsibilities	0	0	0	0	0	0
b. Conduct kick-off conference call with County staff to confirm study objectives, identify fiscal objectives, establish communication protocols, discuss approach, establish schedule, provide data request, and discuss forecasting methods and modeling	0	0	0	0	0	0
c. Gather and review items from initial data request list	0	0	0	0	0	0
Task 2 Calculation of Fire & EMS Assessments with Inclusion of City of Okeechobee in Fee Calculation						
a. Prepare the Fire & EMS Assessment models utilizing the most current adopted or proposed Budget, the certified property data and tax rolls for FY 2020, as well as the most recent 3-years of call/incident data provided by the County's NFIRS system	2	0	3	5	0	10
b. Conduct Internal Review with Project team to review preliminary results	0	0	0	0	0	0
c. Conduct Interactive Work Session with County Staff to review preliminary model results	0	0	0	0	0	0
d. Make adjustments based upon interactive work session	0	0	0	0	0	0
e. Update assessment models with preliminary FY 2021 budget, financial projections, and June 2020 property data update	1	0	3	2	0	6
f. Conduct Internal Review with Project team to review preliminary results	0	0	0	0	0	0
g. Conduct Second Interactive Work Session with County Staff & Management to review updated model results	0	0	0	0	0	0
Task 3 Review Results with County Management, County Commission, and City of Okeechobee						
a. Prepare and deliver Draft Report for County Staff & Management review	0	0	0	0	0	0
b. Prepare presentation for Commission workshop, provide to County staff for review, adjust accordingly	0	0	0	0	0	0
c. Present the results of the analysis to Commission in a workshop	0	0	0	0	0	0
d. Make adjustments based upon first Commission workshop	0	0	0	0	0	0
e. Attend meeting with City of Okeechobee Management and Staff to review results	4	0	4	4	0	12
f. Make Adjustments and deliver Final Report	0	0	0	0	0	0
g. Attend informational workshop at City of Okeechobee	4	0	4	4	0	12
Task 4 Implementation Assistance						
a. Attend Initial Resolution Adoption/Public Hearing	0	0	0	0	0	0
b. Develop required First Class Mail Notice and create mail merge database	0	0	0	0	0	0
c. Coordinate the mail merge of the above referenced Notice of Hearing with Mail Contractor	0	0	0	0	0	0
d. Conduct First Class Mailing of Notice of Hearing	0	0	0	0	0	0
e. Attend Final Resolution Adoption/Public Hearing						
f. Assist in preparation of final assessment rolls for certification to the Tax Collector	0	0	0	0	0	0
g. Contingency for follow-up analysis, adjustments, and consultation	0	0	0	0	0	0
--Cost of mailing service to be paid directly from City to Vendor--						
SUBTOTAL ESTIMATED MAN-HOURS	11	0	14	15	0	16
SUBTOTAL ESTIMATED CONSULTING FEE	\$ 2,915	\$ -	\$ 2,940	\$ 1,800	\$ -	\$ 7,655
ESTIMATED EXPENSES						\$ 612
TOTAL ESTIMATED CONSULTING FEE						\$ 8,267

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Independent Municipal Advisor Exemption

January 14, 2020

The City of Okeechobee is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission and the “independent municipal advisor” exemption from the definition of “advice.” City of Okeechobee hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. City of Okeechobee is represented by the firm of [insert name of municipal advisor], which it has retained to, among other things, assist City of Okeechobee in evaluating any and all of such recommendations. City of Okeechobee will rely on [municipal advisor] for advice. **Therefore, City of Okeechobee understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until December 31, 2020. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the [municipal advisor].