

#### **CITY OF OKEECHOBEE**

55 SE THIRD AVENUE OKEECHOBEE, FL 34974 JANUARY 17, 2023 6:00 PM LIST OF EXHIBITS Mayor
Dowling R. Watford, Jr.
Vice Mayor
Monica Clark
Council Members
Noel Chandler
Bob Jarriel
David McAuley

Draft Minutes December 20,2022 and January 3, 2023

Warrant Register December 2022

Exhibit 1 Top of the Lake Art Festival Application

Exhibit 2 Flagler Park Master Plan

Exhibit 3 Agreement Number Z3245 with Florida Division of Emergency Management

Exhibit 4 Presentation of FY 22-23 Priorities Plan



## CITY OF OKEECHOBEE, FLORIDA DECEMBER 20, 2022, REGULAR CITY COUNCIL MEETING

#### **DRAFT MEETING MINUTES**

#### I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on December 20, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. Following a moment of silence in memory of Ericka Smith, a current City employee who lost her life in a tragic accident, the invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member Keefe.

#### II. ATTENDANCE

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Council Members Noel A. Chandler, Monica M. Clark, Robert "Bob" J. Jarriel, and Robert "Bobby" M. Keefe, Jr.

#### III. AGENDA AND PUBLIC COMMENTS

- **A.** Under VI. New Business, Item A, a Report was distributed and will be labeled Exhibit 9 in the official minute file; Item F, action modified to discuss proposed Ordinance No. 1270 instead of reading the title and setting a final adoption date; and Item H, additional materials were distributed for Exhibit 8.
- **B.** Motion and second by Council Members Keefe and Jarriel to approve the agenda as amended. **Motion Carried Unanimously**.
- **C.** There were no comment cards submitted for public participation for issues not on the agenda.

#### IV. PRESENTATIONS AND PROCLAMATIONS

- A. Mr. David McAuley was recognized by Mayor Watford and was presented with a framed Certificate of Appreciation, read into the record as follows: "The City of Okeechobee, Florida recognizes the valuable contribution of community involvement and hereby extends this expression of grateful appreciation to David R. McAuley for faithful service as a dedicated member appointed to the Planning Board, Board of Adjustment, and Design Review Board, October 6, 2021, through December 6, 2022."
- B. In honor of this being the last meeting Council Member Keefe would be on the City Council, a custom framed shadow box featuring a Key to the City was presented by Mayor Watford. The Certificate was read into the record as follows: "Presented to Mr. Robert Michael Keefe, Jr. for outstanding leadership. Whereas, on November 6, 2018, by virtue of the provisions of the Charter of the City of Okeechobee and Florida State Law, a General City Election was held by the qualified voters; and Whereas, the City Council for the City of Okeechobee, Florida adopted Resolution No. 2018-09 accepting the Canvassing Board Official Results whereby Mr. Robert M. Keefe, Jr. was declared as an elected City Council Member to serve as a local legislator from January 7, 2019 to January 2, 2023. He did not seek re-election in 2022; and Whereas, during the course of his term in office, Council Member Keefe served as a Liaison for the City of Okeechobee to the Central Florida Regional Planning Council (January 15, 2019 to June 1, 2021), to the Okeechobee County Tourist Development Council (January 6, 2021 to January 2, 2023), and the Okeechobee Main Street Board (January 15, 2019 to January 2, 2023). He also obtained his Basic Academy Certification from the Institute for Elected Municipal Officials in 2019. Now Therefore, in appreciation of his Service and Outstanding Leadership to our community, the City of Okeechobee proudly recognizes his contributions by honoring him with a Key to the City."

#### V. CONSENT AGENDA

Motion and second by Council Members Keefe and Clark to:

- **A.** Dispense with the reading and approve the meeting Minutes for December 6, 2022;
- **B.** Approve the November 2022 Warrant Register [in the amounts: General Fund, \$422,514.42; Public Facility Fund, \$89,757.83; Capital Improvement Project Fund, \$67,392.50; Industrial Development Fund, \$7,275.00; and Appropriations Grant Fund, \$675.00, as presented]; and
- **C.** Approve the City taking ownership of SE 12<sup>th</sup> Drive from Airi Acres Homeowners Association [A strip of land 30.00-feet in width lying in a portion of the private street parcel (SE 11th Street) as shown on the Plat of AIRI ACRES, according to the Plat thereof as recorded in Plat Book 7, Page 53, of the public records of Okeechobee County, Florida.

#### V. CONSENT AGENDA CONTINUED

C. Continued. Said strip being described as follows: Beginning at the Southwest (SW) corner of the Northwest (NW) 1/4 of the SE 1/4 of Section 22, Township 37 South, Range 35 East, Okeechobee County, Florida, also being the SW corner of said AIRI ACRES, then N 00°11'00" E, along the West line of said SE 1/4 and along the West line of said AIRI ACRES, a distance of 239.99-feet; thence S 89°09'33" E, a distance of 30.00-feet, thence S 00°11'00" W, a distance of 239.99-feet to the South line of said NW 1/4 of the SE 1/4 and the South line of said AIRI ACRES; thence N 89°09'16" W, along said South line, a distance of 30.00-feet of the Point of Beginning. Containing approximately 0.17 acres, as presented in Exhibit 1].

**Motion Carried Unanimously.** 

#### VI. NEW BUSINESS

- A. County Fire Chief Ralph Franklin distributed a four-page written Report, covering August through November 2022. They responded to 572 incidents, of which 460 were for emergency medical services, with an average response time of 4 minutes, 53 seconds; and completed 130 fire inspections [as presented in Exhibit 9]. He also responded to questions about employment vacancies, and confirmed only one former City Firefighter, out of the six hired, remains employed. This item was for informational purposes only, no official action was required.
- **B.** City Clerk Gamiotea presented the Conduct of Election Report for the 2022 General City Election [as presented in **Exhibit 2**]. This item was for informational purposes, no official action was required.
- **C.** Motion and second by Council Members Clark and Keefe to adopt proposed Resolution No. 2022-09, accepting the 2022 General Election Results for the Office of three City Council Members, providing their responsibilities, compensation, benefits, and dates of office [as presented in **Exhibit 3**].
  - City Attorney Fumero read into the record the title of proposed Resolution No. 2022-09 as follows: "A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE OFFICIAL RESULTS FROM THE OKEECHOBEE COUNTY CANVASSING BOARD FOR THE CITY COUNCIL RACE IN THE 2022 GENERAL CITY ELECTION; PROVIDING FOR TERMS OF OFFICE TO BE HELD BY DOWLING R. WATFORD, JR., BOB JARRIEL, AND DAVID R. MCAULEY; PROVIDING FOR A SUMMARY OF DUTIES, COMPENSATION, BENEFITS, AND PUBLIC RECORDS; PROVIDING FOR THE CITY CLERK TO ISSUE CERTIFICATES OF ELECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." Motion Carried Unanimously. [These newly elected officials will take their Oaths of Office and receive their Election Certificates on December 27, 2022, at 11:00 A.M.]
- **D.** Motion and second by Council Members Keefe and Jarriel to adopt proposed Resolution No. 2022-10, accepting the 2022 General Election Results for the Charter Referendum Question [as presented in **Exhibit 4**].
  - Attorney Fumero read into the record the title of proposed Resolution No. 2022-10 as follows: "A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE OFFICIAL RESULTS FROM THE OKEECHOBEE COUNTY CANVASSING BOARD FOR THE REFERENDUM QUESTION ON THE 2022 GENERAL CITY ELECTION BALLOT AND DECLARING THE RESULTS THEREOF; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." Motion Carried Unanimously.
- **E.** Motion and second by Council Members Clark and Chandler to adopt proposed Resolution No. 2022-11, accepting the results of the 2022 uncontested Office of the City Clerk, providing the responsibilities, compensation, benefits, and dates of office [as presented in REVISED **Exhibit 5**].
  - Attorney Fumero read into the record the title of proposed Resolution No. 2022-11 as follows: "A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE 2022 OFFICIAL RESULTS FOR THE OFFICE OF THE CITY CLERK; PROVIDING FOR TERMS OF OFFICE TO BE HELD BY LANE GAMIOTEA AS THE ELECTED CITY CLERK; PROVIDING FOR A SUMMARY OF DUTIES, COMPENSATION, BENEFITS, AND PUBLIC RECORDS; PROVIDING FOR THE CITY CLERK TO ISSUE A CERTIFICATE OF ELECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." Motion Carried Unanimously. [Mrs. Gamiotea will take her Oath of Office and receive her Election Certificate on December 27, 2022, at 11:00 A.M.]

#### VI. NEW BUSINESS CONTINUED

- F. Proposed Ordinance No. 1270, amending Chapter 14 Businesses, Section 14-173 Fireworks and Chapter 30 Environment, Section 30-43 Public Nuisances of the Code of Ordinances [as presented in Exhibit 6] was discussed with recommendations for amendments by Administrator Ritter and Police Chief Hagan. Changes will be made that are more easily enforced and brought back before the Council at a future meeting.
- **G.** Citizen Board Matrix Ranking sheets were submitted to Clerk Gamiotea in order to determine which of the two applicants would be appointed to the Planning Board, the Board of Adjustment, and the Design Review Board. Mr. Dale Burk received seven points and Mr. Jon Folbrecht received eight points.

Motion and second by Council Members Chandler and Jarriel to move Mr. Carl "Butch" Berlin, Jr. from an Alternate to Regular Member to the Planning Board, the Board of Adjustment, and the Design Review Board, with a term of December 21, 2022, through April 30, 2023, replacing Mr. David McAuley. **Motion Carried Unanimously**.

Motion and second by Council Members Keefe and Clark to appoint Mr. Jon Folbrecht as an Alternate Member to the Planning Board, the Board of Adjustment, and the Design Review Board, with a term of December 21, 2022, through April 30, 2023, replacing Mr. Berlin. **Motion Carried Unanimously**.

- H. Administrator Ritter provided information regarding City owned vacant property located at the corner of SE 5<sup>th</sup> Street and 2<sup>nd</sup> Avenue [Lot 1 of BLOCK 220, FIRST ADDITION TO OKEECHOBEE, Plat Book 1, Page 11, as presented in Exhibit 8 as modified]. The property is currently zoned Commercial Professional Office with a Future Land Use designation of Commercial, is approximately 0.153 acres, has a non-conforming road frontage and area due to its size. In 1995, the adjoining property owner was contacted about purchasing the property but chose not to. Administrator Ritter was instructed to contact Mr. Hayford to inquire of any interest the Okeechobee Utility Authority may have in purchasing this property. Should they decline, the current adjoining property owner will be contacted.
- I. Attorney Fumero provided an update regarding new advertising legislation, Florida Statutes, Chapter 50, effective January 1, 2022. It allows for a municipality to publish legally required advertisements and public notices on a publicly accessible website if the cost is less than the cost of publishing advertisements and public notices in a newspaper with the conditions that: the notices and advertisements be in a searchable format and indicate the date of initial posting on the website; and the City publish an annual notice indicating citizens may receive public notices through first class mail or e-mail and that information maintained. Additional considerations to be made before switching to this format include the City's ability to verify a percentage of internet accessibility by the general public and the cost of mailing public notices compared to continuing to publish them in the newspaper. Following a discussion, Council was in agreement to let the City Clerk and Attorney continue to monitor how other municipalities are implementing these procedures, as it does not appear to be advantageous to implement at this time.

#### VII. CITY ATTORNEY UPDATE

- Special Exception for a new cell tower will come before the Council at the recommendation of the Board of Adjustment;
- Met with Executor of the Hamrick Trust regarding a release from the Trust for Cattlemen's Square of FLAGLER PARK, related to a requirement issue for the Department of Environmental Protection (DEP) grant;
- Worked with the City Clerk on the Resolutions regarding the 2022 General Election;
- Reviewing changes with the City Clerk needed to the Code of Ordinances following the adoption of the new City Charter; and
- Continuing to refine the food truck, storm water ordinances, and the lien reduction ordinance and matrix.

#### VIII. CITY ADMINISTRATOR UPDATE

- Met with South Florida Water Management District representatives and the City Engineer to discuss the Commerce Center master stormwater permit and required modifications. New environmental permitting rules being proposed by the Florida Department of Environmental Protection that could impact future development were also discussed;
- Will be scheduling presentations to Jonathon and Kutter Crawford at a January meeting;
- Reminded all to attend the Investiture Ceremony on December 27, 2022, at 11:00 A.M. and the City Christmas luncheon on December 21, 2022.

#### IX. COUNCIL COMMENTS

Council Members Chandler and Clark and Mayor Watford wished everyone a Merry Christmas.

Council Member Jarriel suggested that the Council and Staff begin looking at ways to encourage people to attend the next Town Hall Meeting.

Council Member Keefe wished everyone a Merry Christmas and expressed his appreciation for the opportunity to be on the Council.

#### X. ADJOURNMENT

There being no further items of discussion, Mayor Watford yielded the floor to Council Member Keefe who adjourned the meeting at 7:35 P.M.

Submitted By:

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, s/he 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.





## CITY OF OKEECHOBEE, FLORIDA JANUARY 3, 2023, REGULAR CITY COUNCIL MEETING

#### **DRAFT MEETING MINUTES**

#### I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on January 3, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. Following a moment of silence in memory of former City employee Lola Parker, the invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member Chandler.

#### II. ATTENDANCE

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Council Members Noel A. Chandler, Monica M. Clark, Robert "Bob" J. Jarriel, and David R. McAuley.

#### III. AGENDA AND PUBLIC COMMENTS

- A. There were no requests for items to be added, deferred, or withdrawn from the agenda.
- **B.** Motion and second by Council Members Chandler and Jarriel to approve the agenda as presented. **Motion Carried Unanimously**.
- **C.** There were no comment cards submitted for public participation for issues not on the agenda.

#### IV. ELECTION OF MAYOR AND VICE MAYOR

- **A.** Mayor Watford opened the floor to receive nominations to serve a two-year term as Mayor as provided in Section C-2.2.C of the Charter. Motion and second by Council Members Chandler and Jarriel to reappoint Dowling R. Watford, Jr. to serve as Mayor from January 3, 2023, through January 7, 2025. **Motion Carried Unanimously**.
- **B.** Mayor Watford opened the floor to receive nominations to serve a two-year term as Vice Mayor as provided in Section C-2.2.D of the Charter. Motion and second by Council Members Jarriel and Chandler to appoint Monica M. Clark to serve as [the first ever official] Vice Mayor from January 3, 2023, through January 7, 2025. **Motion Carried Unanimously**.

#### V. PRESENTATIONS AND PROCLAMATIONS

A. Mayor Watford presented Mr. Jonathon Crawford, accompanied by his wife, Julianna, and parents, Neal and Kristy Crawford, with a Certificate of Outstanding Achievement that was read into the record as follows: "Whereas, the City of Okeechobee, Florida deems it befitting to honor individuals of our community who inspire others to dream, do more, and become more; and Whereas, Mr. Jonathon Crawford, was raised in Okeechobee, graduated from Okeechobee High School as a Four-Year Varsity Letterman in Baseball. He attended the University of Florida from August 2010 through December 2016, where he obtained a bachelor's degree in Family, Youth, and Community Services. From 2010 to 2013, he played baseball as a Florida Gators pitcher, and had many outstanding collegiate career achievements, including playing for the United States Collegiate National Baseball Team in the summer of 2012; and Whereas, Jonathon was selected in the firstround of the 2013 Major League Baseball Draft by the Detroit Tigers, debuting that season with the Connecticut Tigers. He has gone on to play for the West Michigan Whitecaps, the Cincinnati Reds, the Arizona Complex League Reds, the Daytona Tortugas, the Chicago Dogs of the American Association of Professional Baseball, and the High Point Rockers of the Atlantic League of Professional Baseball; and Whereas, As testament of Jonathon's dedication to the game of baseball and his fortitude to recover from multiple injuries, in 2020 during the height of the COVID-19 global pandemic, he signed on to play for Team Texas of the Constellation Energy League, a makeshift four-team independent league formed as a way to create playing opportunities for minor and major league baseball players that were limited due to the travel restrictions during the pandemic. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, proudly recognize Jonathon's academic and athletic achievements. May he, along with his younger brother Kutter, continue to serve as mentors and leaders for the youth of our community."

#### V. PRESENTATIONS AND PROCLAMATIONS CONTINUED

Mayor Watford presented Mr. Kutter Crawford, accompanied by his parents, Neal and Kristy Crawford, with a Certificate of Outstanding Achievement that was read into the record as follows: "Whereas, the City of Okeechobee, Florida deems it befitting to honor individuals of our community who inspire others to dream, do more, and become more; and Whereas, Mr. Kutter Crawford, was raised in Okeechobee, graduated from Okeechobee High School as a Four-Year Varsity Letterman in Baseball and Golf. His collegiate career began in 2015 at Indian River State College where he also played baseball his Freshman and Sophomore years. He then transferred to Florida Gulf Coast University, where he completed his bachelor's degree in December 2019, and played his Junior year as a pitcher for the FGCU Eagles. He had several outstanding collegiate baseball career achievements during his Junior year, most notably being named the Atlantic Sun Pitcher of the Week in March of 2017; and Whereas, Kutter was selected in the sixteenth-round of the 2017 Major League Baseball Draft by the Boston Red Sox and made his professional pitching debut with the Lowell Spinners of the New York-Penn League. He has since gone on to play for the Greenville Drive, the Salem Red Sox, Portland Seadogs, Worchester Red Sox, and the Dominican Professional Baseball League during the off-season. In 2021 he was the recipient of the Red Sox' Lou Gorman Award, and in 2022 the Boston Red Sox added Kutter to their rosters to start the 2022 baseball season. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, proudly recognize Kutter's academic and athletic achievements, and wish him continued success as a professional baseball pitcher. May he, along with his older brother Jonathon, continue to serve as mentors and leaders for the youth of our community."

#### VI. UNFINISHED BUSINESS

A. As revised from the December 20, 2022, meeting and presented in Exhibit 1, proposed Ordinance No. 1270, amending Chapter 14 Businesses, Section 14-173 Fireworks and Chapter 30 Environment, Section 30-43 Public Nuisances of the Code of Ordinances was discussed. The revised language provides for fireworks to be allowed on New Year's Eve, New Year's Day, and Independence Day. However, any public display requires a permit as well as approval from the Okeechobee County Fire Rescue. This version will be revised further to address editorial amendments. Section 2, paragraph (b) add "additional insured" after financial bond requirements; and paragraph (d) add "public safety or public nuisance" before problem in the last sentence. This will allow Police and Code Enforcement Officers to have more discretionary authority. The Temporary Use Permits sections of the current Code will be reviewed to ensure consistency with the proposed Ordinance. The final version should be ready for a first reading at the next meeting.

#### VII. NEW BUSINESS

- **A.** Two-year appointments for the Mayor, Vice Mayor, Council Members or Staff to serve as a Liaison on the behalf of the City to various boards and committees [as presented in **Exhibit 2**], were approved as follows:
  - 1. Central Florida Regional Planning Council: Regular Council Member Chandler, Alternate Council Member Jarriel.
  - 2. Treasure Coast Regional League of Cities: Regular Council Member McAuley, Alternate Council Member Chandler.
  - 3. Treasure Coast Council of Local Governments: Regular Mayor Watford, Alternate Council Member Chandler.
  - 4. Okeechobee County Healthy Start Coalition: Vice Mayor Clark.
  - 5. Okeechobee Tourism Development Council: Vice Mayor Clark and Council Member Jarriel.
  - 6. Okeechobee Main Street: Council Member McAuley.
  - 7. Okeechobee County Juvenile Justice Council: Mayor Watford.
  - 8. Okeechobee Historical Society: Mayor Watford.
  - 9. Battle of Okeechobee Re-enactment Committee: Mayor Watford.
  - 10. Chamber of Commerce: Public Works Director Allen.
- **B.** Motion and second by Council Member Jarriel and Vice Mayor Clark to approve a letter of support on behalf of Indian River State College (IRSC) and its local partners to seek a public land transfer from the Florida State School for Boys to the IRSC District Board of Trustees [as presented in **Exhibit 3**]. **Motion Carried Unanimously**.

#### VIII. CITY ATTORNEY UPDATE

- Working on amendments to proposed Ordinance No. 1270;
- The Cell Tower Special Exception (No. 22-003-SE) will be brought before the Council at the February 7, 2023, meeting.

#### IX. CITY ADMINISTRATOR UPDATE

- Will be presenting a report for goals and objectives for 2023 and five-year projections and projects at a future meeting;
- Review upcoming Council meeting dates for 2023 to discuss at a future Council meeting;
- Excitedly read an email from Representative Greg Steube's office announcing the awarding of a grant in the amount of \$660,000.00 to begin improvements on City Hall.

#### X. COUNCIL COMMENTS

Council Member Chandler offered congratulations and welcome to Council Member McAuley.

Council Member Jarriel expressed his pride in the difference the Council has made during his previous term.

Council Member McAuley conveyed his excitement in being a part of the Council, asking for prayers and patience as he learns.

Vice Mayor Clark announced the Healthy Start Coalition was able to service 430 children at Christmas due to the support of the community.

#### XI. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 6:46 P.M. Submitted By:

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, s/he 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.



## **Check Report**

By Check Number

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	<b>Payment Date</b>	Payment Type	Discount Amount	Payment Amount Number	r
Bank Code: CapVeh Fun	d-Capital Vehicle Fund Truist Checking					
Communications Inter	Communications International, Inc.	12/29/2022	Regular	0.00	91,808.00 1938	

#### **Bank Code CapVeh Fund Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	91,808.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	91,808.00

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	eneral Fund Checking-Truist Checking					
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/01/2022	EFT	0.00	-114,142.59	
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/01/2022	EFT	0.00	114,142.59	
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/15/2022	EFT	0.00	112,744.89	
1644	PRM - Health Insurance	12/15/2022	EFT	0.00	59,417.49	134
1770	PRM - Life, LTD & STD	12/15/2022	EFT	0.00	3,043.03	135
1645	PRM - Vision & Dental	12/15/2022	EFT	0.00	2,341.35	136
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/20/2022	EFT	0.00	6,371.82	137
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/29/2022	EFT	0.00	119,136.93	138
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/29/2022	EFT	0.00	290.54	139
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	12/14/2022	Regular	0.00	453.70	45347
BOA- 9616	Bank of America - 9616 PD#2	12/14/2022	Regular	0.00	1,025.42	45348
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	12/14/2022	Regular	0.00	606.77	45349
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	12/14/2022	Regular	0.00	1,030.38	45350
A&B Reptile Removal	A&B Reptile Removal & Wildlife	12/15/2022	Regular	0.00	1,000.00	45351
AdvanceAuto	Advance Auto Parts	12/15/2022	Regular	0.00	525.28	45352
American Drilling Se	American Drilling Services, Inc.	12/15/2022	Regular	0.00		45353
ArchiveSocial, Inc.	ArchiveSocial, Inc.	12/15/2022	Regular	0.00	2,988.00	
Carl Berlin	Carl Berlin	12/15/2022	Regular	0.00	•	45355
CAS Governmental Ser	CAS Governmental Services, LLC	12/15/2022	Regular	0.00	500.00	
City Electric Suppl	City Electric Supply Co.	12/15/2022	Regular	0.00		45357
Comcast		12/15/2022	Regular	0.00		45357
Communications Inter	Communications International Inc	12/15/2022	=			
	Communications International, Inc.		Regular	0.00	907.76	
Creekside	Creekside Media Group	12/15/2022	Regular	0.00	525.00	
Dawn Hoover	Dawn Hoover	12/15/2022	Regular	0.00		45361
Douglas McCoy	Douglas McCoy	12/15/2022	Regular	0.00		45362
CIT Technology Finan	First-Citizens Bank & Trust Co	12/15/2022	Regular	0.00	520.08	
Fitness Factory	Fitness Factory	12/15/2022	Regular	0.00	200.00	
FPU	Florida Public Utilities	12/15/2022	Regular	0.00		45365
GALLS, LLC	GALLS, LLC	12/15/2022	Regular	0.00	1,038.14	
114	Goodbreads Okeechobee Lawn Tamer	12/15/2022	Regular	0.00	396.89	45367
1824	Harris Corporation	12/15/2022	Regular	0.00	738.00	45368
HealthEquity	HealthEquity	12/15/2022	Regular	0.00	525.64	45369
HealthEquity	HealthEquity	12/15/2022	Regular	0.00	10.80	45370
1892	Highland Pest Control	12/15/2022	Regular	0.00	10.00	45371
ICS	ICS Computers Inc.	12/15/2022	Regular	0.00	-6,421.90	45372
ICS	ICS Computers Inc.	12/15/2022	Regular	0.00	6,421.90	45372
IMS	IMS	12/15/2022	Regular	0.00	559.56	45373
1532	Karyne Brass	12/15/2022	Regular	0.00	35.00	45374
594	KYOCERA Document Solutions Southeast	12/15/2022	Regular	0.00	1,325.17	45375
1895	Mac L Jonassaint	12/15/2022	Regular	0.00	35.00	45376
2253	MacVicar Consulting, Inc.	12/15/2022	Regular	0.00	500.00	45377
Morris-Depew Associa	Morris-Depew Associates, Inc.	12/15/2022	Regular	0.00	2,500.00	45378
2212	Nason Yeager Gerson Harris & Fumero P.A.	12/15/2022	Regular	0.00	9,400.00	
2057	Okeechobee Army Surplus	12/15/2022	Regular	0.00	253.65	
ВОСС	Okeechobee County - BOCC	12/15/2022	Regular	0.00	250.00	45381
222	Okeechobee News c/o Independent Newspape	12/15/2022	Regular	0.00	459.00	
2043	O'Reilly Auto Parts	12/15/2022	Regular	0.00	132.82	
131	Performance NAPA	12/15/2022	Regular	0.00		45384
1564	Philip Baughman	12/15/2022	Regular	0.00		45385
1616	Policy Managers	12/15/2022	Regular	0.00	562.22	
2165	Richard Chartier	12/15/2022	Regular	0.00		45387
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SafetyCouncil	Safety Council of Palm Beach County	12/15/2022	Regular	0.00	540.00	
2183	Select Shred	12/15/2022	Regular	0.00		45389
2118	SHI International	12/15/2022	Regular	0.00	421.37	
1482	Sirchie Finger Print Laboratories	12/15/2022	Regular	0.00		45391
350	Superior Water Works, Inc.	12/15/2022	Regular	0.00		45392
1908	Supplyline	12/15/2022	Regular	0.00	163.50	
1813	Thompson Reuters	12/15/2022	Regular	0.00		45394
1460	Tire Zone of Okeechobee, Inc.	12/15/2022	Regular	0.00		45395
1861	TransUnion Risk & Alternative Data	12/15/2022	Regular	0.00	88.20	45396

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check report					ate Nange. 12/01/20	
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
TCMA	Treasure Coast Medical Associates	12/15/2022	Regular	0.00	2,772.00	
1934	Verizon Wireless	12/15/2022	Regular	0.00	441.69	
1934	Verizon Wireless	12/15/2022	Regular	0.00		45399
W&W	W&W Lumber Company of Okeechobee	12/15/2022	Regular	0.00	193.94	
2244	Waste Management	12/15/2022	Regular	0.00	97,443.22	45401
WEX	WEX Bank	12/15/2022	Regular	0.00	5,787.46	45402
AdvanceAuto	Advance Auto Parts	12/29/2022	Regular	0.00	774.22	45404
	**Void**	12/29/2022	Regular	0.00	0.00	45405
AFLAC	American Family Life Assurance Co.	12/29/2022	Regular	0.00	316.88	45406
C&C Industrial Enter	C&C Industrial Enterprise. LLC	12/29/2022	Regular	0.00	254.66	45407
Carl Berlin	Carl Berlin	12/29/2022	Regular	0.00	35.00	45408
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	12/29/2022	Regular	0.00	2,400.00	45409
CenturyLink-Fiber	Century Link	12/29/2022	Regular	0.00	1,826.54	45410
CenturyLink-Local	CenturyLink	12/29/2022	Regular	0.00	2,112.52	45411
Charles Akers Jr	Charles Akers Jr	12/29/2022	Regular	0.00	165.00	45412
621	City Of Okeechobee - Petty Cash	12/29/2022	Regular	0.00	93.25	45413
Comcast	Comcast	12/29/2022	Regular	0.00	201.30	45414
Dawn Hoover	Dawn Hoover	12/29/2022	Regular	0.00	50.00	45415
Smith	Dennis and Judy Smith	12/29/2022	Regular	0.00	3,950.09	
Douglas McCoy	Douglas McCoy	12/29/2022	Regular	0.00	•	45417
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	12/29/2022	Regular	0.00		45418
FDC Supplies	FDC Supplies	12/29/2022	Regular	0.00	245.70	
CIT Technology Finan	First-Citizens Bank & Trust Co	12/29/2022	Regular	0.00	385.41	
FPL	Florida Power & Light Company	12/29/2022	=	0.00	1,018.33	
FPL	•		Regular	0.00	2,894.27	
	Florida Power & Light Company	12/29/2022	Regular		•	
Gail Neu	Gail Neu	12/29/2022	Regular	0.00	163.90	
Gilbert Oil Company,	Gilbert Oil Company, Inc.	12/29/2022	Regular	0.00	10,173.96	
1824	Harris Corporation	12/29/2022	Regular	0.00	738.00	
Home Depot	Home Depot	12/29/2022	Regular	0.00	1,964.75	
ICS	ICS Computers Inc.	12/29/2022	Regular	0.00	4,341.90	
2174	James Shaw	12/29/2022	Regular	0.00		45428
1866	JC Newell Const. Inspect. Services, Inc.	12/29/2022	Regular	0.00	5,356.00	
1532	Karyne Brass	12/29/2022	Regular	0.00		45430
1843	Kelley Margerum	12/29/2022	Regular	0.00	250.00	45431
594	KYOCERA Document Solutions Southeast	12/29/2022	Regular	0.00	455.20	45432
1071	LegalShield	12/29/2022	Regular	0.00	14.95	45433
117	Liberty National Life Ins. Co.	12/29/2022	Regular	0.00	179.28	45434
1895	Mac L Jonassaint	12/29/2022	Regular	0.00	35.00	45435
Morris-Depew Associa	Morris-Depew Associates, Inc.	12/29/2022	Regular	0.00	3,100.00	45436
Okeechobee Main Stre	Okeechobee Main Street	12/29/2022	Regular	0.00	66.00	45437
222	Okeechobee News c/o Independent Newspape	12/29/2022	Regular	0.00	167.76	45438
OUA	Okeechobee Utility Authority	12/29/2022	Regular	0.00	1,257.50	45439
2043	O'Reilly Auto Parts	12/29/2022	Regular	0.00	216.41	45440
1564	Philip Baughman	12/29/2022	Regular	0.00	35.00	45441
Ramon Liberato	Ramon Liberato	12/29/2022	Regular	0.00	500.00	45442
2165	Richard Chartier	12/29/2022	Regular	0.00		45443
2157	Roger Azcona, Esq.	12/29/2022	Regular	0.00	150.00	45444
1155	Safety Products Inc.	12/29/2022	Regular	0.00		45445
554	Scott's Quality Cleaning	12/29/2022	Regular	0.00	1,932.91	
1670	Sherwin-Williams Co.	12/29/2022	Regular	0.00	109.05	
1688	Sprint	12/29/2022	Regular	0.00		45448
1474	St. Lucie Battery & Tire	12/29/2022	Regular	0.00	168.74	
StopStick	StopStick, Ltd	12/29/2022	Regular	0.00	595.00	
1908		12/29/2022	=	0.00	186.91	
	Supplyline Throad Works Embroidany, LLC		Regular			
1906	Thread Works Embroidery, LLC	12/29/2022	Regular	0.00	180.00	
1460	Tire Zone of Okeechobee, Inc.	12/29/2022	Regular	0.00	1,055.85	
1516	Total Roadside Services, Inc.	12/29/2022	Regular	0.00	200.26	
Moutschka	Trenton Moutschka	12/29/2022	Regular	0.00		45455
1544	UniFirst Corp	12/29/2022	Regular	0.00	709.54	
1939	United Way	12/29/2022	Regular	0.00		45457
1934	Verizon Wireless	12/29/2022	Regular	0.00	1,701.58	45458

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount Number
W&W	W&W Lumber Company of Okeechobee	12/29/2022	Regular	0.00	204.83 45459
743	Walmart/Capital One	12/29/2022	Regular	0.00	97.52 45460

#### Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	193	112	0.00	197,607.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-6,421.90
Bank Drafts	0	0	0.00	0.00
EFT's	9	9	0.00	303,346.05
_	202	123	0.00	494,531.87

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Vendor NumberVendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumberBank Code: Grant Fund 305-Industrial Development Fund12/29/2022Regular0.004,131.001386

#### **Bank Code Grant Fund 305 Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,131.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
-	1	1	0.00	4.131.00

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Vendor NumberVendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumberBank Code: Grant Fund307-Appropriations Grant FundCAS Governmental SerCAS Governmental Services, LLC12/15/2022Regular0.00675.001385

#### **Bank Code Grant Fund 307 Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	1	1	0.00	675.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
_	1	1	0.00	675.00

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Vendor Number	Vendor Name	<b>Payment Date</b>	Payment Type	<b>Discount Amount</b>	<b>Payment Amount</b>	Number	
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking							
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	12/14/2022	Regular	0.00	89.99	3573	
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	12/14/2022	Regular	0.00	1,574.44	3574	
City Electric Suppl	City Electric Supply Co.	12/15/2022	Regular	0.00	41.60	3575	
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	12/15/2022	Regular	0.00	237.43	3576	
1670	Sherwin-Williams Co.	12/15/2022	Regular	0.00	36.55	3577	
1906	Thread Works Embroidery, LLC	12/15/2022	Regular	0.00	132.00	3578	
W&W	W&W Lumber Company of Okeechobee	12/15/2022	Regular	0.00	12.36	3579	
FPL	Florida Power & Light Company	12/29/2022	Regular	0.00	5,302.97	3580	
Home Depot	Home Depot	12/29/2022	Regular	0.00	2,143.50	3581	
743	Walmart/Capital One	12/29/2022	Regular	0.00	198.50	3582	

#### **Bank Code PubFac Fund Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	13	10	0.00	9,769.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
_	13	10	0.00	9,769.34

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#### **All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	209	125	0.00	303,991.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-6,421.90
Bank Drafts	0	0	0.00	0.00
EFT's	9	9	0.00	303,346.05
	218	136	0.00	600.915.21

### **Fund Summary**

Fund	Name	Period	Amount
001	GENERAL FUND	12/2022	494,531.87
301	PUBLIC FACILITY FUND	12/2022	9,769.34
304	CAPITAL PROJECTS FUND	12/2022	91,808.00
305	INDUSTRIAL DEVELOPMENT FUND	12/2022	4,131.00
307	APPROPRIATIONS GRANT FUND	12/2022	675.00
			600,915.21

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Page 1 of 3 Revised 3/5/19

JAN 0 9 2023



## CITY OF OKEECHOBEE 55 SE THIRD AVENUE

OKEECHOBEE, FL 34974 Tele: 863-763-9821 Fax: 863-763-1686

#### PARK USE AND/OR TEMPORARY STREET/ SIDEWALK CLOSING PERMIT APPLICATION

Date Received:	1/6/2023	Date Issued:	
Application No:	83-001	Date(s) & Times of Event:	Feb. 3 - set up of the park and early arrivals
	:		Feb 4 - Event Time - 10 AM - 5 PM
Information:			Feb 5 - Event Time - 10 AM - 3 PM
Organization: O	keechobee Mair	Street, Inc.	
Mailing Address: 1	11 NE 2nd St. C	Okeechobee, FL. 34972	
	ridgette Waldau		
E-Mail Address: ar	t@okeechobeer	mainstreet.org or info@oke	echobeemainstreet.org
Telephone:			
Work: 863-357	7-6246	Home:	Cell:
Summary of activit	ies:		
2023 17th Annual	Top of the Lake	Art Fest will include booth	n, art gallery, children's art area, and chalk
art. This is a jurie	d and non juried	d art show that will include	prize awards. The Art Fest will also include
food and entertain	<u>ıment such as a</u>	Battle of the Bands compe	etition tentatively scheduled for Saturday
			eld in conjunction of the Art Fest on Saturday
			e to pair up in an outdoor setting along the
sidewalks of dowr	town Park Stree	et.	
Proceeds usage:			
Proceeds towards	this event will ge	o into the operations and c	ontinuing efforts of Okeechobee Main Stree
to enhance the dov	vntown area thr	ough the arts, creating a po	ositive economic impact for Okeechobee an
making the downto	wn Main Street	as the heartbeat of the cor	nmunity.
Please check reques	sted Parks:		
Flagler Parks:	•		□#2 ⋈#3 ⋈#4 □#5 □#6
	•	cation of Gazebo. Park 4 is lo	
			Jse Permit please provide the address and
parcel number bel	ow along with no	otarized letter of authorizati	ion from property owner)
Additional Addresses, if applicable			
Parcel ID:			

## TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION (Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: Flagler Park #3 in Downtown Okeechobee

Street(s) to be closed:	SW 3rd Ave (70 to SW Park St) SW 4th Ave (70 to SW Park St)
Date(s) to be closed:	Friday February 3 - Sunday February 5
Time(s) to be closed:	Friday February 3, 5 PM, Reopen Sunday February 5 at 4 PM
Purpose of Closing:	For pedestrian safety around the Art Fest venue and use for vendors, chalk art street
	painting.

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
---------------------------------------	---

► Site Plan	► Site Plan
Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as	► Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary
additional insured.	Trust as Additional Insured.
▶ Proof of non-profit status	► Original signatures of all residents, property owners and business owners affected by the closing.
► State Food Service License if > 3 days.	► State Food Service License if > 3 days.
► Notarized letter of authorization from property owner, if applicable.*	► State Alcoholic Beverage License, if applicable.**

- \* Required if private property used in conjunction with a Park Use application.
- \*\* Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

□ Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a <u>Temporary Use Permit 667</u> along with the Street Closing application.

#### Note:

- ► Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

Page	3	of	3
Revised	13	/5/	19

			Revised 3/5/19
04-03, concerning the use at duly authorized agent of the	have read and completed this application, the attached Resend the rules of using City property, that the information is conganization. I agree to conform with, abide by and obey a awfully prescribed by the City Council of the City of Okee	correct, ar	nd that I am the es and
Certificate of Insurance mus	st name City of Okeechobee as Additional Insured as well a	as R.E. H	amrick
Testamentary Trust if clos	sing streets or sidewalks.		
(x) (i dita h) a l	dau 1/6/2023		
Applicant Signature	Date	_	
	••••OFFICE USE ONLY••••		
Staff Review			Γ
Fire Department:		Date:	
The Department.		Dute.	
Building Official:		Date:	
Public Works:		Date:	
Police Department:		Date:	
BTR Department:		Date:	
City Administrator:		Date:	
City Clerk:		Date:	
NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.  Temporary Street and Sidewalk Closing submitted for review by City Council on			

## CITY OF OREECHOBEE FIRE DEPARTMENT

#### APPLICATION FOR SPECIAL EVENT

Application Number:	Date Received:
NAME OF EVENT:2023 Top of the Lake Art Fo	est
ADDRESS OF EVENT: Flagler Park #3	
	Street Art, Student Art Zone, Battle of the Band, Music and
Food	
NAME OF SPONSOR ORGANIZATION: Okee Contact Number before and during event OF RES	Chobee Main Street
RESPONSIBLE PERSON'S NAME:	
Bridgette Waldau or Sharie Turgeon	
DATE(S) AND TIME(S) OF EVENT:	
Date: <u>2/4/2023</u> Starting Time: <u>10</u> Date: <u>2/5/2023</u> Starting Time: <u>10</u>	AM Closing Time: 5 PM
Date: <u>2/5/2023</u> Starting Time: <u>10</u>	AM Closing Time: 3 PM
ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? Yes	LOCATION SW 3rd Ave. SW 4th Ave
Will Emergency Apparatus (Fire and Ambulance)	have access to area? Yes
IF NO, THEN (provide alternatives):	
WILL ELECTRICITY BE USED? YES 2 (NO) (cir	
Locations:	<del></del>
Provided By:	(circle) YES 2 (NO)
Type of Heating Equipment Used:	
WILL A TENT BE ERECTED? (circle)  Tent Manufacturer: Irivantage     C   Size   40 x 40   fi  Tent have sides and how many? Yes, 3  Are there Fire Extinguishers accessible and ready for us	
***ATTACH SITE MA	P OF EVENT LAYOUT***
	COMPLETE ITEMS BELOW:
FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES	REQUIREMENTS: (See above)
<ul> <li>Tents/canopy fire rating certificate required.</li> <li>Tent Size require life safety inspection (900 squa</li> </ul>	64 l 4h
<ul> <li>Floor plan / seating / setup drawing required showin</li> </ul>	
<ul> <li>Emergency access must be maintained. (REFERS TO</li> </ul>	
☐ Fire extinguishers must have current tag, and be oper	
<ul> <li>Cooking requires LPG outside of tent pointing away</li> </ul>	
☐ Electrical wiring exterior rated, not overloaded.	-
☐ Fire Services inspection required.	
Fire watch or inspector(s) REQUIRED? FIRE WA	ATCH Amount:
☐ Firefighter/Inspector Amount:	□ Other:
FIRE DEPARTMENT OFFICIAL (PRINT):	
SIGNATURE:	Please call the FD at 863-467-1586 for any questions.

## Certificate of Flame Resistance

Registered Fabric or Concern Number

Issued By:

Trivantage, LLC 1831 North Park Ave



F-12123 Glen Rav		Glen Ravi	en. NC 27217	09/16/2013
	t it con		l kudase limen buser transfert date is like	andtention committee or are estimately
1.12	Triv	antage LLC	objects 1831	North Park Ave
		n Raven	STATE NC 27	217
Cemb	catesis	a hereby muse that I (Creck la	1 12m	
	(a)	अवदान्त्रकार्थ क्षान्त्र । स्यून्त्रोबार्क्त क्ष्मु कि		rented with a Same-Islandon charry, a tabl of AANI Chouldal was bose in Collocation one of the State Fire Ranshal
		Name of Chemical used		Cremital Registration a
		Mellich) or apprendison	and the second section of the second sec	gan ngana salahkan sanggapan ngan kakan kahan kahan sa mingan kahan kahan kahan sa s
X	(p)		ocation of this Certificate are made to in State Fee Marshal for such use	Diffi a flättig egsiklerit finden; in it albelia.
		Irada hame of flame-receiption factor or malerial used	RENTERS CHOICE 16 O	Z Apparator F-12123
		The Flame-Relaction	t Process Used VVdi Not Be	s Removed By Washing
ALE	BERT	E JOHNSON	VICE PR	ESIDENT, BUS DEVELOPME
Yanu	ni Ans	ricator de Production Superinte	ngeri Tric	process produktikanskartet i gels to "sykonomisterans represent dans deligis extranocore Sulfarendos (A) i etter trasjo seuse. I

RCN #	100 900340 10 103 808340 10 19
CUSTOMER ORDER NO.	FRED / ROAD SAL
CUSTOMER INVOICE NO	Z0050Z
YARDS OR QUANTITY	1000 00
Description	Renter's Choice Blackout 61" 16-ez White (Standard Pack 100 Yards)
ITEM NUMBER	968340

The honory outly the above to accurately inflect the information bondanied within a "CERTIFICATE OF FLAME RESISTANCE" is sed to Trivalitage. LLC from the registrant and forth above. A copy of the original Certificate of Fishie Resistance is available under reducts to Trivalitage. LCC and the registration enformation set forth above is on record with the Cartesian State Ene Marchae.

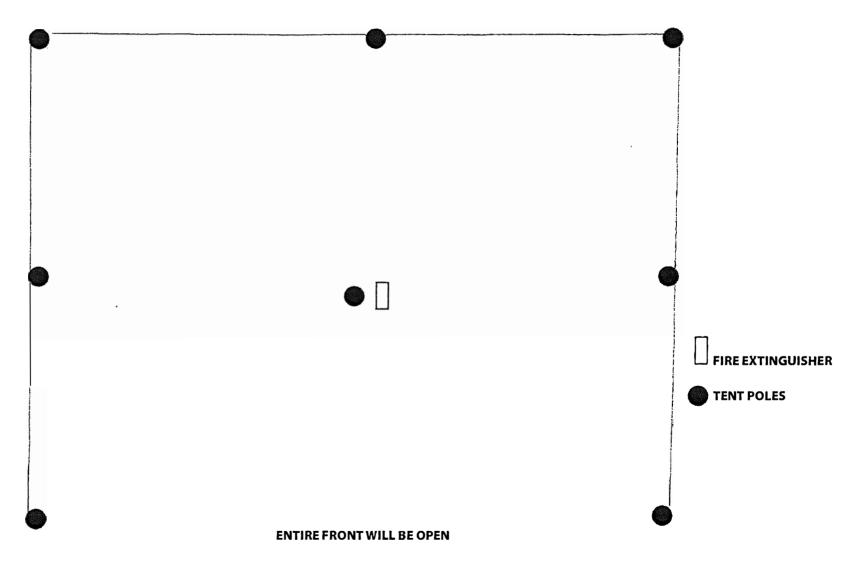
A 1 TENT'S AND STRUCTURES 234 WEST 24TH ST

+00 D60340 46 +03 D60340 +0 30

WAILING ADDRESS

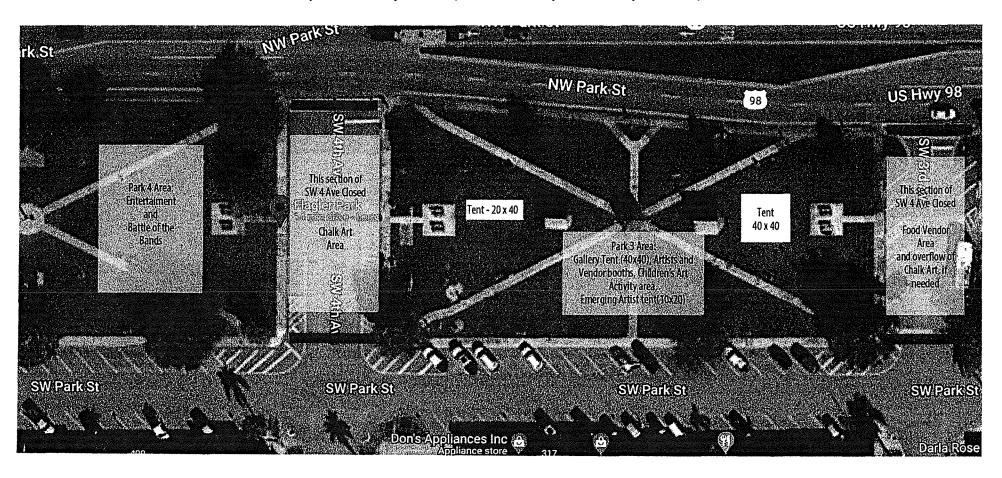
HIALFAH EL 33010

#### **TOP OF THE LAKE ART FEST MAIN GALLERY TENT - 40 X 40**



SIDES OF TENT WILL HAVE CLEAR PLASTIC DECORATIVE WINDOWS

#### Okeechobee Main Street's 2023 Top of the Lake Art Fest Street Closure Map Friday, February 3 at 5pm - Sunday February 5 at 4 pm



OKEEMAI-01

**MBUCHANAN** 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Lawrence Insurance Agency, Inc. P.O BOX 549 PHONE (A/C, No. Ext): (863) 467-0600 FAX (AJC, No): (863) 467-5142 E-MAIL Marlene@lawrenceins.com Okeechobee, FL 34973 INSURER(S) AFFORDING COVERAGE NAIC # INSURERA: Mt. Vernon Fire Insurance Co INSURED INSURER B Okeechobee Main Street INSURER C 111 NE 2nd Street INSURER D: Okeechobee, FL 34972 INSURER E INSURER F: **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEENISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THETERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER 1.000.000 Α X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE

DAMAGE TO RENTED

PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR NRP2552460F 10/25/2022 10/25/2023 X Directors & Officers 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X POLICY PRO-PRODUCTS - COMP/OP AGG s Hired/Non Owned Included OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTION \$ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandalory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Okeechobee and RE Hamrick is included as additional insureds with request to General Liability Coverage **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Okeechobee 55 S.E. 3rd Avenue Okeechobee, FL 34974 AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

ACORD

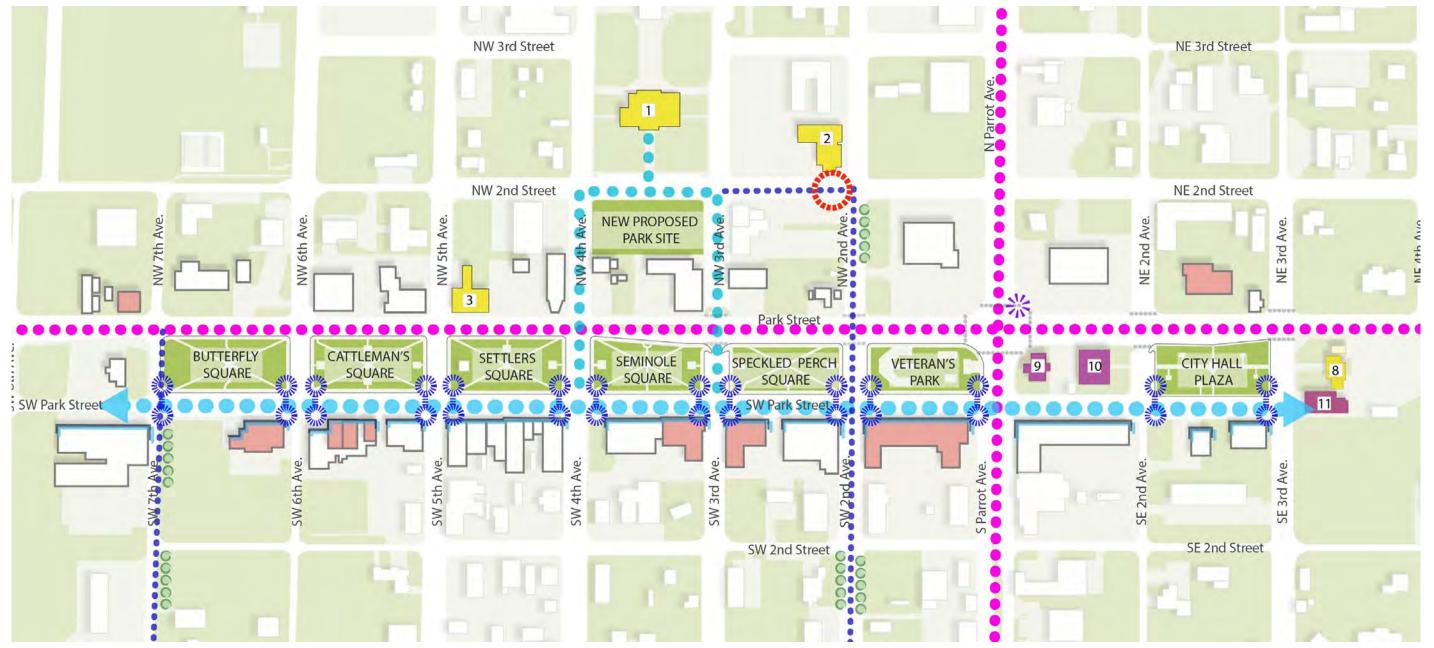
# FLAGLER PARKS MASTER PLAN CITY OF **OKEECHOBEE** PRESENTATION

Presenter

**Tammy Cook-Weedon** 

Calvin, Giordano & Associates, Inc.





## Flagler Park Master Plai

Calvin, Giordano & Associates, Inc.

A SAFEbuilt' COMPANY

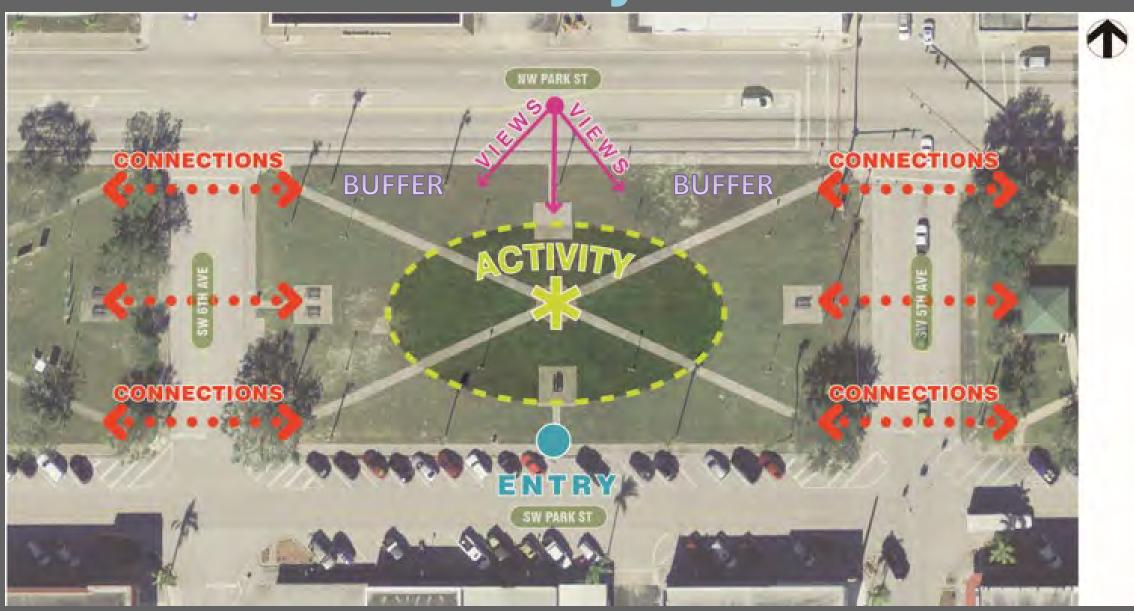
CITY COMMISSION PRESENTATION | SCHEMATIC DESIGN

CITY OF OKEECHOBEE FLAGLER PARK DESIGN January 17th, 2023

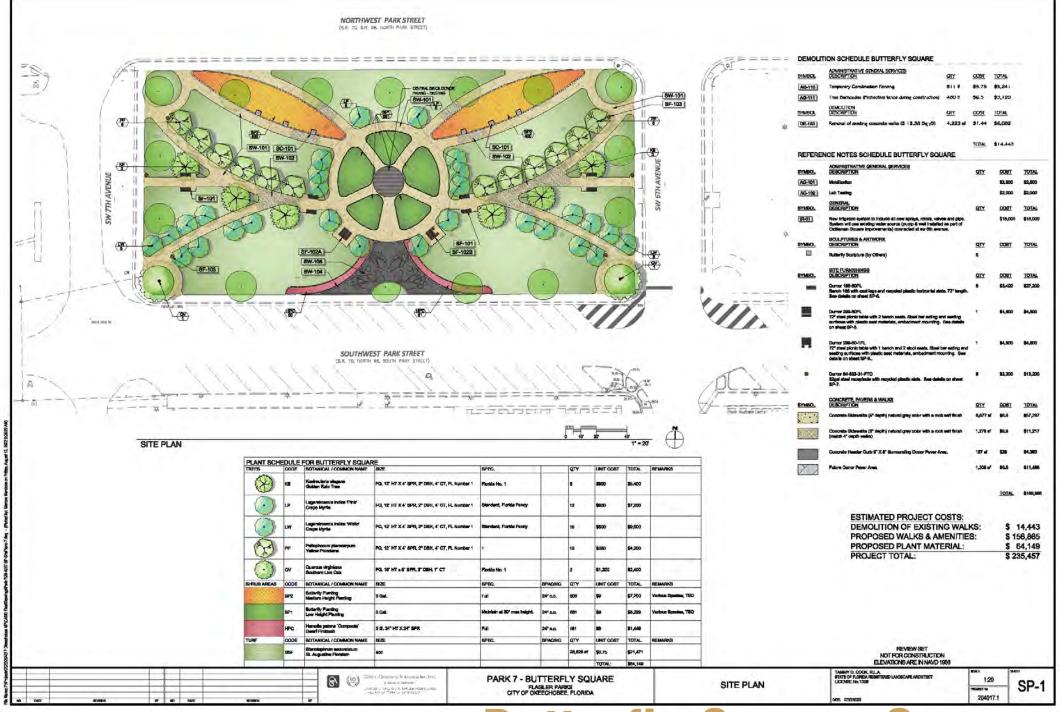
# **Budgetary Concerns:**

Identify design improvements within a \$300,000.00 budget for each park

# Over-all Park System Goal









Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

CITY COMMISSION PRESENTATION | SCHEMATIC DESIGN

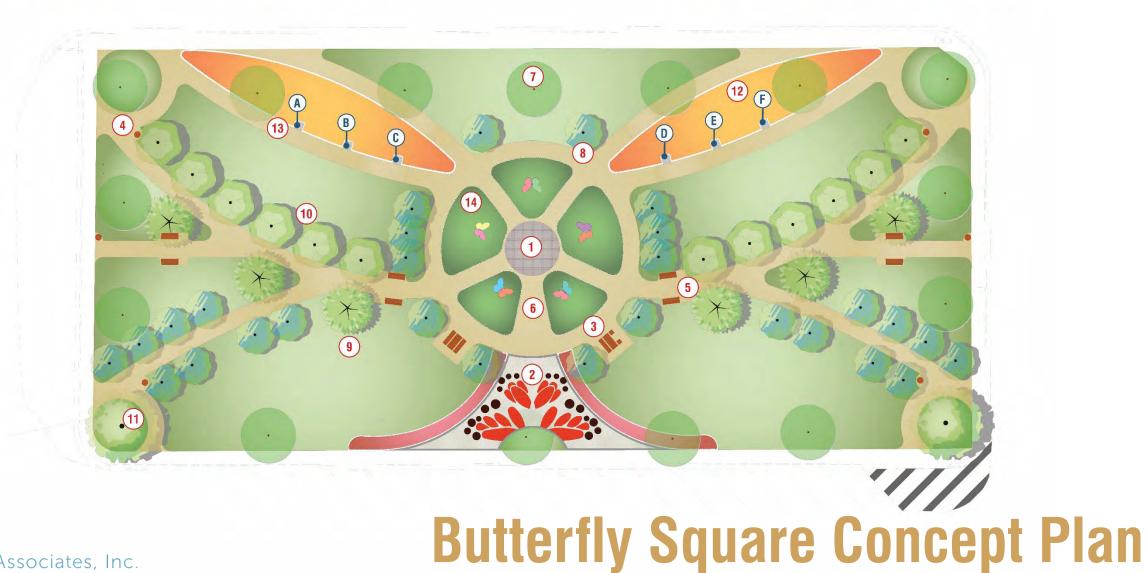
**FLAGLER PARK DESIGN** January

### 1 DONOR BRICK SPECIALTY PAVING

- 2 ENTRY FEATURE
- 3 PICNIC TABLE (TYP.)
- 4 NEW RECEPTACLE (TYP.)
- 5 BENCH (TYP.)
- 6 NEW CONCRETE WALKWAY
- 7 EXISTING TREES
- 8 NEW CRAPE MYRTLE TREES (TYP.)
- 9 NEW GOLDEN RAIN TREES (TYP.)
- (10) NEW YELLOW POINCIANA (TYP.)
- (11) NEW OAK TREES (TYP.)
- (12) BUTTERFLY PLANTING
- (13) PROPOSED BUTTERFLY SCULPTURES
  - (A) BUTTERFLY SCULPTURE 1
  - (B) BUTTERFLY SCULPTURE 2
  - **(C)** BUTTERFLY SCUPLTURE 3
  - D BUTTERFLY SCUPLTURE 4
  - **E** BUTTERFLY SCUPLTURE 5
  - F BUTTERFLY SCUPLTURE 6
- **EXISTING BUTTERFLY SCULPTURES TO** REMAIN









Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

#### KEY:

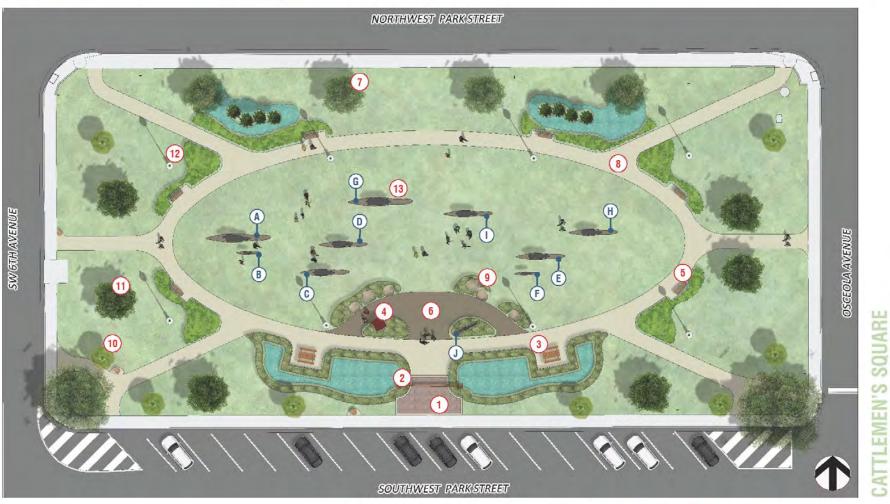
- 1 DONOR BRICK SPECIALTY PAVING
- 2 RANCH ENTRY FEATURE & SIGN
- 3 PICNIC TABLE (TYP.)
- 4 KIOSK STRUCT. W/ ELECTRONIC KIOSK
- 5 BENCH (TYP.)
- 6 SPECIALTY PAVING
- 7 EXISTING OAK TREES
- 8 NEW CONCRETE WALKWAY
- 9 BOULDERS (TYP.)
- (10) EXISTING SABAL PALMS (TYP.)
- 11 NEW OAK TREES (TYP.)
- (12) EXISTING LIGHT POLES (TYP.)
- (13) CATTLEDRIVE SCULPTURES
  - (A) COWBOY ON HORSE
  - B DOG
  - (C) COW 01
  - (D) COW 02
  - E COW 03
  - F CALF
  - G COW 04
    (H) COW 05
  - 1 BULL
  - J COWBOY AT FENCE











Cattlemen's Square Park Concept | Plan View

OKEECHOBEE BOARD OF COUNTY COMMISSIONERS

OCTOBER 28, 202

# Cattlemen's Square Design Plan

CITY COMMISSION PRESENTATION | SCHEMATIC DESIGN

Calvin, Giordano & Associates, Inc. A SAFEbuilt' COMPANY

CITY OF OKEECHOBEE FLAGLER PARK DESIGN January 17th, 2023









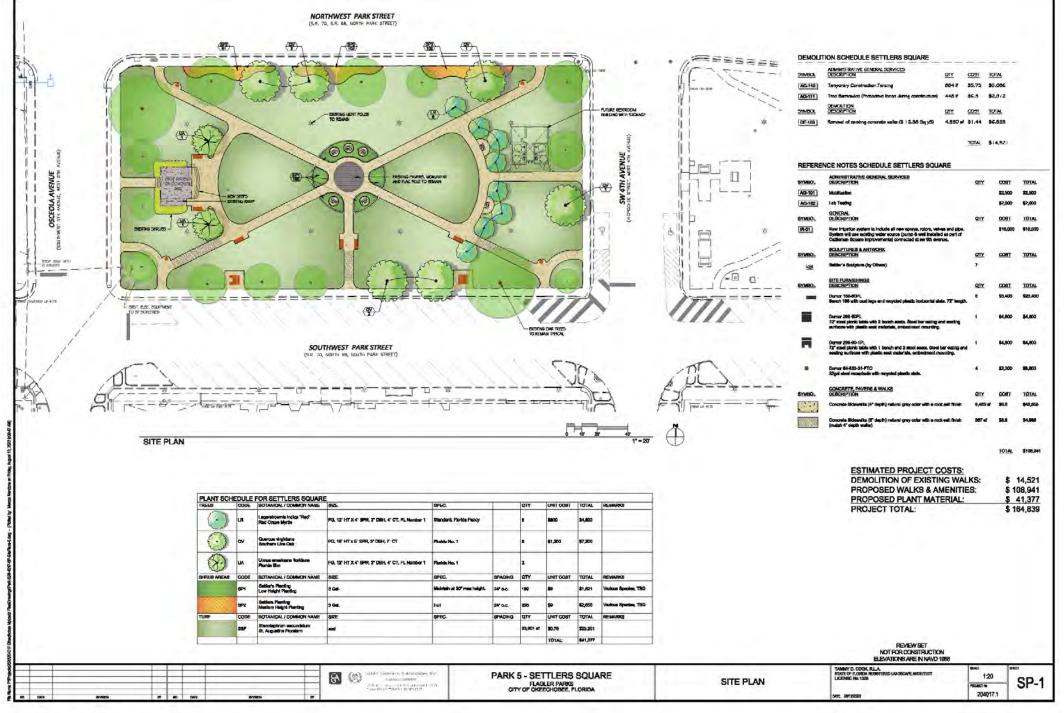




**FLAGLER PARK DESIGN** January 17th, 2023

**CITY OF OKEECHOBEE** 







CITY COMMISSION PRESENTATION | SCHEMATIC DESIGN



#### KEY:

- 1 EXIST. MONUMENT AND FLAG POLE
- 2 EXIST. GAZEBO
- 3 PICNIC TABLE (TYP.)
- 4 NEW RECEPTACLE (TYP.)
- 5 BENCH (TYP.)
- 6 NEW CONCRETE WALKWAY
- 7 EXISTING TREES
- 8 NEW CRAPE MYRTLE TREES (TYP.)
- 9 NEW OAK TREES (TYP.)
- 10 NEW FLORIDA ELM (TYP.)
- 11 NEW OAK TREES (TYP.)
- (12) FUTURE RESTROOM /STORAGE
- (13) SETTLER'S SCULPTURES
  - (A) SETTLER'S SCULPTURE 1
  - (B) SETTLER'S SCULPTURE 2
  - © SETTLER'S SCUPLTURE 3
  - (D) SETTLER'S SCUPLTURE 4
  - (E) SETTLER'S SCUPLTURE 5
  - F SETTLER'S SCUPLTURE 6
  - (G) SETTLER'S SCUPLTURE 7



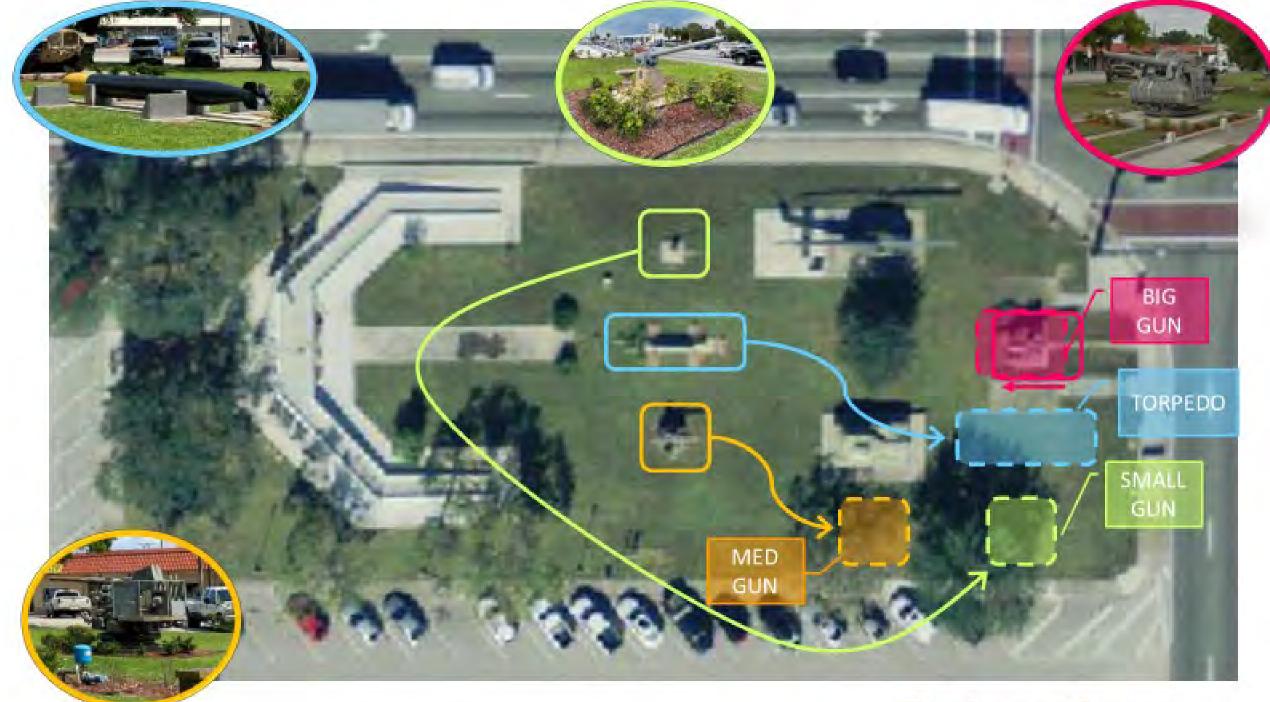


**CITY OF OKEECHOBEE** 

# Settler's Square Concept Plan

CITY COMMISSION PRESENTATION | SCHEMATIC DESIGN

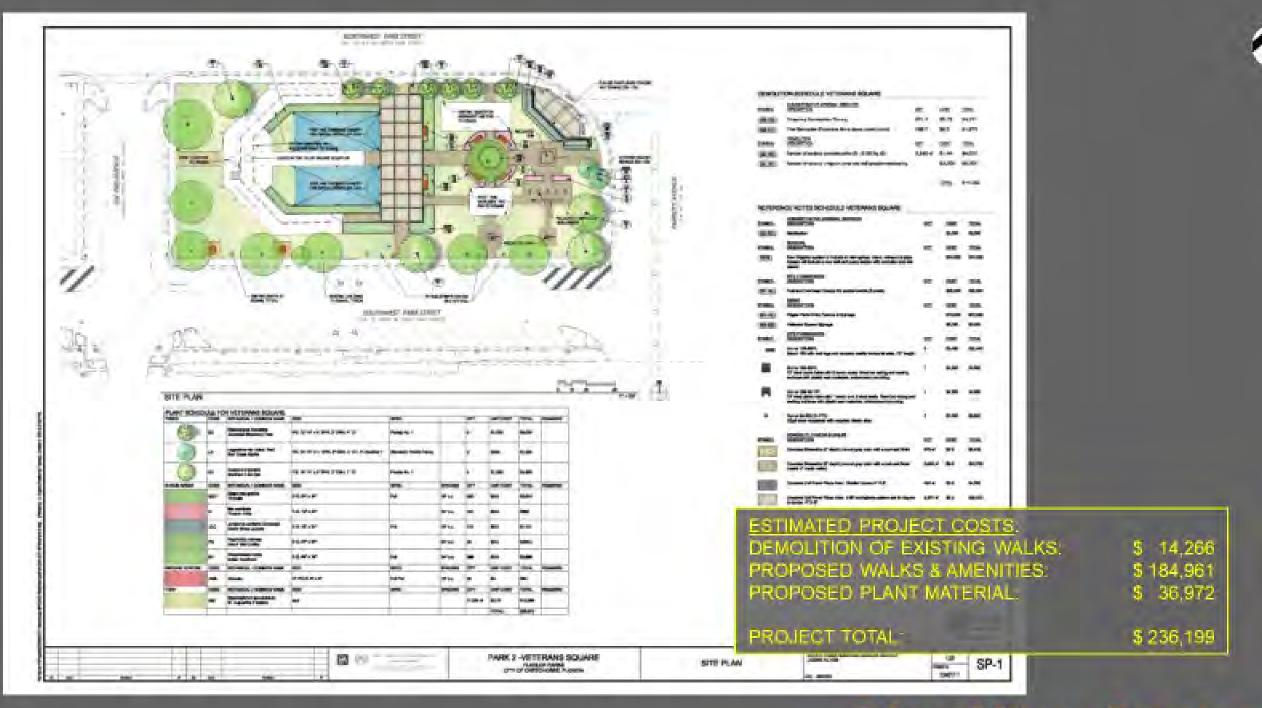
**FLAGLER PARK DESIGN** January 17th, 2023





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CITY PRESENTATION | SCHEMATIC DESIGN



# Plan View Design



Calvin, Giordano & Associates, Inc. A SAFEBUIL COMPANY

CITY OF OKEECHOBEE

CITY PRESENTATION | Flaguer Park Design January 1774, 2023







# **Existing Site**

CITY PRESENTATION | SCHEMATIC DESIGN









**Existing Images** 

CITY PRESENTATION | SCHEMATIC DESIGN FLAGLER PARK DESIGN January 17th, 202



# SETTLERS SQUARE

Located between Southwest 4th Avenue and Southwest 5th Avenue

This park is dedicated to the historic leaders, businesses and events responsible for shaping Okeechobee into the community it is today.

A flag pole is placed at the center of the park at the central plaza dedicated to Colonel R.E. Hamrick.

Additional bronze markers are recommended to be placed at prominent locations within the square to highlight the first settlers, and businesses of the community, including: Peter & Louisiana Raulerson; Dr. Anna & Dr. Roy Darrow (Park Drugs); Dan McCarthy (first grocery, feed and hardware stores); Lewis Raulerson (Raulerson's Department Store); and Henry Flagler, who recognized the prime location of Okeechobee County halfway between coasts and adjacent to a major body of water. Early boosters envisioned Okeechobee a metropolis and massive rail hub - a "Chicago of the South."



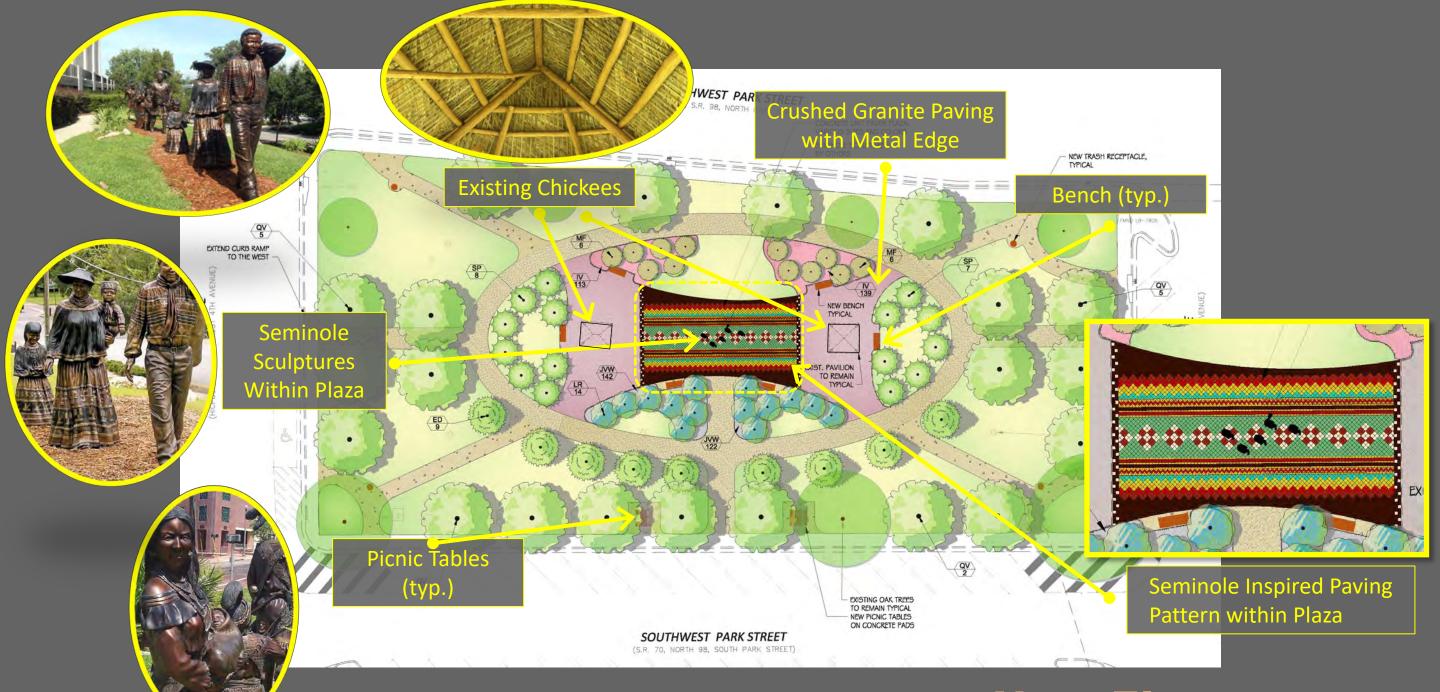
#### ADDITIONAL RECOMMENDATIONS

- . Create memorable park entrances at each corner of Seminole Square
- . Establish live oak tree border along the perimeter of the square
- · Screen all existing utilities with cohesive landscaping
- · Remove small aluminum gazebo
- . Redesign square to give chickees a purpose as an integral part of the space
- · Place park furniture (tables and benches) more purposefully
- · Work directly with Seminole Tribe of Florida to ensure historic accuracy



# Goals for Seminole Square

- Life size bronze sculptures of historic Seminole figures to depict a Seminole Camp.
- 2. Create a layout with functional seating area at monuments.
- 3. The center of the park to be left open to accommodate events.
- 4. Remove aluminum Gazebo.
- 5. Screen unsightly views & enhance spaces w/strategic planting.
- 6. Work directly with Seminole tribe to ensure historic accuracy.
- 7. Screen all existing utilities with cohesive landscaping.



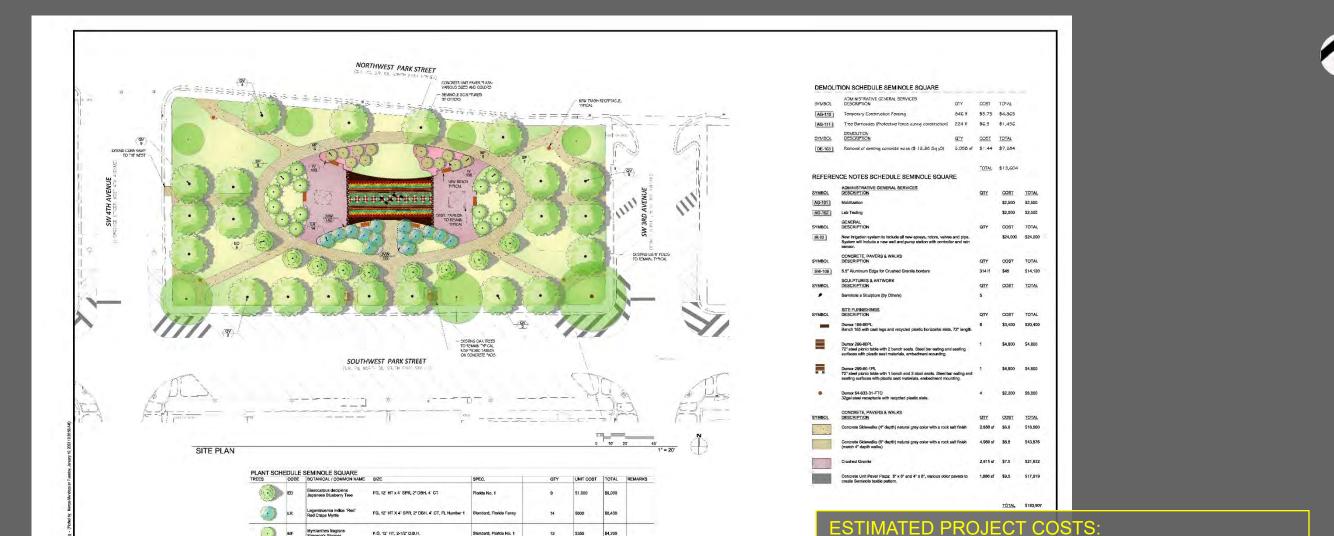


SA

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CITY PRESENTATION | SCHEMATIC DESIGN

FLAGLER PARK DESIGN January 17th, 202



PARK 4 - SEMINOLE SQUARE FLAGLER PARKS CITY OF OKEECHOBEE, FLORIDA





Calvin, Giordano & Associates, Inc. <u>A SAFEbuilt' COMPANY</u>

CITY PRESENTATION | SCHEMATIC DESIG

SP-1

**IOLITION OF EXISTING WALKS:** 

PROPOSED WALKS & AMENITIES:

204017.1

PROPOSED PLANT MATERIAL:

PROJECT TOTAL:

SITE PLAN

\$ 13,604

\$ 260,399

# Schedule:

March 31st – Planting Plans for the bulb-outs along Southwest Park Street on the south side of the roadway. Provided Pro-bono

August 6th Cattlemen's Square Park Opening

August 19th Butterfly Square

August 19th – Park 5 – Settlers Square

September 23rd –October 16th Park 2 – Veteran's Memorial Square

January 17th—Park 4 — Seminole Square

February 14th— Park 3 — Speckled Perch Square

March 14th- Park 1 - City Hall Plaza

# Questions?

## **TAMMY COOK-WEEDON**

Calvin, Giordano & Associates, Inc.

**Agreement Number: Z**3453

#### FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursua	ant to 2 CFR §200.332(a)(1):
Subrecipient's name:	Okeechobee, City Of
Subrecipient's unique entity identifier:	
Federal Award Date:	9/30/2022
Subaward Period of Performance Start and End Date (Cat A-B):	Sep 23, 2022- Mar 29, 2023
Subaward Period of Performance Start and End Date (Cat C-G):	Sep 23, 2022- Mar 29, 2024
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient	
by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient	
by the pass-through entity:	
Federal award project description (see Federal Funding	
Accountability and Transparency Act (FFATA):	Grant for communities to respond to and
	recover from major disasters or
	emergencies and for limited mitigation
	measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS)
	Federal Emergency Management Agency
	(FEMA)
Name of pass-through entity:	Florida Division of Emergency
	Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd.
	Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036

Assistance Listing Program Title (Formerly CFDA program Title): Okeechobee, City Of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Okeechobee, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

#### (1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

#### (2) LAWS, RULES, REGULATIONS AND POLICIES

- a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. In addition to the foregoing, the Subrecipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

#### (3) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:
  - i. Monitor and document Subrecipient performance; and
  - ii. Review and document all deliverables for which the Subrecipient requests payment.
  - b. The Division's Grant Manager for this Agreement is:

Name <u>Jennifer Stallings</u>

Title Grant Program Manager

Bureau of Recovery

Address: Florida Division of Emergency Management

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Telephone: (850) 815-4408

Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name:	 	 	 
Address:	 	 	 

Telephone:		
Email:		

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.
- e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

#### (4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

#### (5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

#### (6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

#### (7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

#### (8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

#### (9) FUNDING

- a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR 4673 Hurricane Ian Payments to Subrecipients are contingent upon the granting of budget authority to the Division.
- b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### (10) PAYMENT

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### (11) REPAYMENTS

- a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.
- b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

#### (12) RECORDS

- a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

#### (13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

#### (14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

#### (15) MONITORING

- a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.
- b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.
- c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

#### (16) LIABILITY

- a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.
- b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### (17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### (18) PROCUREMENT

- a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.
  - b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

- c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.
- d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### (19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
  - i. Attachment A Certification Regarding Debarment
  - ii. Attachment B Systems Access Form
  - iii. Attachment C Certification Regarding Lobbying

Agreement Number: Z3453

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIEN	т: Okeechobee, City Of
Ву:	
Name:	(Signature)
Title:	
Date:	
STATE OF FLO	ORIDA EMERGENCY MANAGEMENT
By:Govern	nor's Authorized Representative
5.4	

#### Attachment A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- 3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Ву:	Okeechobee, City Of
Signature	Subrecipient's Name
	Z3453
Name and Title	DEM Contract Number
55 Southeast 3rd Avenue Street Address	
Okeechobee, FL, 34974	
City, State, Zip	
Date	

#### Attachment B

#### SYSTEMS ACCESS

The System Access Form is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

#### **Instructions for Completion**

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

- **Block 1:** "Authorized Agent" This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).
- **Block 2:** "Primary Contact" This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).
- **Block 3:** "Alternate Contact" This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).
- **Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.
- **Block 7 12:** "Other" (Read Only Access) There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

# SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FLORIDA DIVISION OF EMERGENCY MANAGEMENT Subrecipient: Okeechobee, City Of Authorized Agent (Full Access) **Box 1:** Box 2: Primary Contact (Full Access) Name Name Dowling Watford, Jr Gary Ritte Signature Signature Organization / Official Position Organization / Official Position City of Okeechobee, Mayor City of Okeechobee/City Administrator Mailing Address 55 SE 3rd Avenue Mailing Address 55 SE 3rd Avenue City, State, Zip Okeechobee, FL 34974 City, State, Zip Okeechobee, FL 34974 Daytime Telephone Daytime Telephone 863-763-9811 863-763-9812 E-mail Address E-mail Address dwatford@cityofokeechobee.com gritter@cityofokeechobee.com Box 3: Alternate Contact (Full Access) Box 4: Other-Finance/Point of Contact (Full Access) Name Name India Riedel Jacqueline Boer Signature Signature a.c. 001 Organization / Official Position City of Okeechobee/Executive Assistant Organization / Official Position City of Okeechobee/Finance Director Mailing Address Mailing Address 55 SE 3rd Avenue 55 SE 3rd Avenue City, State, Zip City, State, Zip Okeechobee, FL 34974 Okeechobee, FL 34974 Daytime Telephone Daytime Telephone 863-763-9812 863-763-9818 E-mail Address E-mail Address executiveassistant@cityofokeechobee.com iriedel@cityofokeechobee.com Box 5: Other-Risk Mgmt-Insurance (Full Access) Box 6: Other-Environmental-Historic (Full Access) Signature Signature Organization / Official Position Organization / Official Position Mailing Address Mailing Address City, State, Zip City, State, Zip Daytime Telephone Daytime Telephone E-mail Address E-mail Address The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date. Subrecipient Authorized Representative Signature Date

# SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM

FLORIDA DIVISION OF EN	MERGENCY MANAGEMENT
Subrecipient: Okeechobee, City Of	Date:
Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Subrecipient's Fiscal Year (FY) Start: Month:	Day:
Subrecipient's Federal Employer's Identification Number (Elf	
Subrecipient's Grantee Cognizant Agency for Single Audit Pu	
Subrecipient's: FIPS Number (If Known) 093-512	00-00

#### Attachment C **Certification Regarding Lobbying**

#### APPENDIX A, 44 CFR PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement,
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

accuracy of each statement of its certification and di	, certifies or affirms the truthfulness and sclosure, if any. In addition, the Contractor understands and Administrative Remedies for False Claims and Statements,
Signature of Subrecipient/contractor's Authorized Of	ficial
Name and Title of Subrecipient/contractor's Authoriz	red Official

David McAuley



#### 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. Vice Mayor Monica Clark Noel Chandler **Bob Jarriel** 

#### Memorandum

January 17, 2023 Date:

To: Mayor Watford and City Council Members

City Administrator Gary Ritter From: FY 22-23 Priorities Plan RE:

#### Mission Statement:

The mission of the City of Okeechobee is to provide accommodating services that enhance the quality of life for our citizens and businesses in a fiscally sound manner.

#### Vision Statement:

The City of Okeechobee will maintain a vibrant and prosperous community built on our heritage, history, unique character, and small-town atmosphere.

#### **Major Milestones 2021-2022**

Throughout the last budget cycle staff worked extremely hard in holding to the mission, vision, and long-term strategic planning efforts of the City. Below is a list of major accomplishments during this time. Highlights include the opening of Wawa and the RaceTrac. Staff also helped in the development of a new City Charter, the completion of Cattleman's Square Park, conducted a joint Planning/City Council Workshop with the Central Florida Regional Planning Council (CFRPC) and developed a Reserve Fund Policy.

- 1. Completed new City Charter.
- 2. Conducted a joint Planning Board and City Council workshop to review and revise future land use and zoning maps.
- 3. Opened 2 major commercial businesses: Wawa and RaceTrac.
- 4. Secured Planning Services.
- 5. Developed a Reserve Fund Policy.
- 6. Completed resurfacing of 2 residential streets striping the County Business District.
- 7. Completed conceptual permitting for master stormwater system a Commerce Park.
- 8. Completed American Recovery Act Funding Report.
- 9. Completed Conceptual Plans for Butterfly Square and Veterans Square.
- 10. Completed FDEP Annual Stormwater Report.
- 11. Continued to explore Grant Opportunities.
- 12. Completed Cattlemen's Square.

- 13. Completed GIS mapping of the city's stormwater system.
- 14. Cleaned up and painted records building.
- 15. Pressure washed roofs, City Hall, Public Safety Building, Chamber, Records Building.
- 16. Completed conceptual landscape plan for Park Street end caps.
- 17. Completed rewiring of Council Chambers Dias.
- 18. Continued to work with Okeechobee Development Council to find businesses.
- 19. Removed oak trees in front of City Hall.
- 20. Co-Chaired Okeechobee County Local Mitigation Strategy Working Group.
- 21. Explored public-private partnerships to develop infrastructure projects.
- 22. Worked with CFRPC to evaluate potential brownfield/CRA projects in the City.
- 23. Completed miscellaneous street repairs.
- 24. Painted public works building and cleaned up bathroom.
- 25. Secured and purchased a Vacuum Truck and a Long Arm.
- 26. Replacement of staff, 8 City Hall, 6 Public Works, 10 Police.

#### **Core Mission**

To provide effective, efficient, quality services to the citizens of Okeechobee through the implementation of our Core Mission.

- 1. Public Works Maintaining, roads, drainage, sidewalks, and parks. Upkeep of existing infrastructure and fleet management. Update Florida Department of Environmental Protection MS4 National Pollutant Discharge Elimination System (NPDES) Permit and Basin Management.
- 2. Planning and Regulation Managing current land use, future land use and zoning initiatives while continually updating representative maps and the city's comprehensive plan. Permitting new and existing development. Providing stakeholder guidance and direction on city processes.
- 3. Police Providing resources to keep the community and our schools safe. Initiating traffic control measures for driver and pedestrian safety. Providing community outreach and involvement.
- 4. Finance Assuring the most efficient and fiscally sound use of taxpayer dollars. Maintaining inventory records and monitoring department budgets to stay within proposed budgets.
- 5. General Services Maintaining infrastructure on the City Hall complex along with providing supplies and managing general services contracts.
- 6. Clerk's Office Providing public records requests, maintaining City Council meeting notes and records, coordinating City election ballots, and managing City Human Resources records.
- 7. Legal Services Providing legal support for all functions and issues of City government including but not limited to, policy development, ordinances, code enforcement, planning, finance, personal, and City Council.

#### **Introduction**

The purpose of this memorandum is to identify and prioritize new key projects within the City and scheduled for completion during Fiscal Year 2022-2023. The goal is to complete or substantially complete all projects listed by September 30, 2023.

Our City government is dynamic with changing financial conditions and priorities. Strategic planning helps any local government, including the City, realize its long-term vision by setting up goals and objectives in a systematic, incremental manner. However, it is important to have solid year to year goals and objectives not only to meet budget priorities and provide services to our constituents but to assure projects fall in line with long term strategic plans. The strategic plan is a big-picture document directing efforts and resources toward a clearly defined vision. Simply put, it makes you look at what's going on today, where you want to be tomorrow, and which steps you will need to take to get there. A defined plan to meet budget initiatives serves as the City's and its community's roadmap and is used to prioritize initiatives, resources, goals, and department operations and projects.

#### **Strategic Planning**

The City's strategic plan provides our public with a roadmap for meeting 5 year long term goals and priorities to meet the core mission of the City of Okeechobee which is to provide services that enhance the quality of life for our citizens and businesses in a fiscally sound manner. To accomplish this year in and year out as our community grows, we must continuously focus on key areas.

**Roads** – **Right of Way** – mediums, drainage sidewalks, striping, road maintenance continue to implement 5-year plans. (Exhibit 2, Exhibit 3, Exhibit 4)

**Community Redevelopment Agency (CRA)** – Review alternative for the establishment of a CRA for the City of Okeechobee. Pursue Grant Opportunities Establish CRA area from Report.

**Redevelopment/ Infill** – Continue to work with Economic Development Council and remain an active partner in the Economic Development Corp. to attract and recruit new businesses. Seek opportunities to work with traditional and new partners.

**Fiscal Responsibility/ General Budget Overview** – Ensure transparency and responsibility to our taxpayers ensuring a fiscally sound community. Continue to look for opportunities for innovative projects including partnerships with companies and business interested in our community.

**Stormwater Master Plans** – Develop a stormwater master plan which includes use of technically and economically feasible Best Management Practices (BMP) and helps to achieve goals of the Lake Okeechobee Basin Management Action Plan (BMAP). Ensure that new development meets highest water quality standards.

**Septic to Sewer Conversions** – Consider mandatory connection policy for existing and new business where feasible. Work in partnership with Okeechobee Utility Authority to encourage expansion of sewer within city limits and new developments. Support the Okeechobee Utility Authority efforts in securing funding for septic to sewer conversion projects.

Comprehensive Land Use Plan Review – Complete a review of the City's Comprehensive Land Use Plan. Focus on inconsistencies with land uses and zoning.

**Workforce Availability** – Continue and build upon relationships with public schools, Indian River State College, Career Source Heartland, and other regional training facilities to ensure training programs meet needs of community and create an employee pipeline. Work through Economic Development Groups and other partners to identify targeted employee needs.

**Family Friendly Community** – Preserve character and history while providing business and family entertainment opportunities. Continue to explore additional recreational opportunities, improve our parks as well as be open to community events. Provide support and user-friendly services for businesses new and old in our community. Maintain an aesthetically pleasing downtown including City parks and future public use facilities.

**Annexation** – Explore options to fund and complete a formal study to identify areas where the City can expand and increase its growth and continue to provide excellent services to its constituents.

**Housing Availability** – Encourage development of affordable housing while ensuring adequate land use for multi-family developments. Maintain flexibility for new residents on both ends of the spectrum (i.e., new family and retirees). Coordinate efforts with county programs for housing on potential parcels currently within city limits.

City Commerce Park – Encourage the recruitment of new businesses as well as retention and expansion of existing businesses. Continue partnership with Okeechobee County Economic Development Corporation to identify parcels and potential businesses. Continue to address and improve upon stormwater, traffic flow, and main roadway corridors within the Commerce Park.

#### **Ordinances**

- Parking Review and revise ordinance for more flexibility.
- Fireworks Review and revise to coincide with Florida Statutes.
- Food Trucks Review and revise to coincide with Florida Statutes.
- Buildings Repair, maintenance, renovation, code enforcement.
- Signage Review and update to minimize complexity for existing and new businesses.
- Design standards Review housing standards ensuring minimum sizes match HUD requirements for residential single family and explore development options and flexibility of Planned Unit Developments.
- Landscape/Maintenance Review, update, and where appropriate, develop minimum landscape requirements for RSF, minimum for commercial and downtown areas. Ensure there are requirements for maintenance and enforcement for noncompliance.
- Code Enforcement Higher level of code compliance and consistent enforcement.

#### Planning, Engineering, and Architecture

Planning, engineering, and architectural services will be needed to help us move forward with all our road, facilities infrastructure, stormwater, parks, road, new development, and future conceptual property enhancement projects. Our newly developed GIS based platform with mapping of the City's internal stormwater network will assist with all our stormwater maintenance. Throughout the year we will continue to tweak and revise our future land use and zoning maps, as well as update the City's Comprehensive Plan.

#### Public Outreach and Involvement with Goals and Objectives

The Council and staff will continue to have a key role in engaging, refining, and implementing an action plan on behalf of the community. Community outreach and involvement is the process of disseminating information about the community direction, and then prioritizing projects necessary to achieve our goals and objectives. Continuing to engage and partner with our business community and community leaders is integral because they provide valuable input and resources for economic development and opportunities.

#### **Major Project Initiatives**

Listed below are the key project and infrastructure priorities which fall within our short term and long-term strategic planning horizon which are also identified in our Capital Improvement Plan we will be focusing on during the 2022/2023 fiscal year. They are divided into the following categories: Facilities, Stormwater and Road Repair, Stormwater Grants, Major Roads and Signal Maintenance, Parks, Police, and Clerk/Finance/Personnel.

#### **Facilities - \$185,000**

- Primitive Baptist Church Air/Electric \$40,000
- Chamber Conference Room renovation \$20,000
- Public Works Building Paint \$5,000
- City Hall/Public Safety renovation assessment \$10,000
- City Hall Landscaping \$20,000
- Lawn and Landscape Service \$90,000

#### Stormwater and Associated Road Repair - \$60,000

- Right of Way Drainage \$10,000
- Right of Way and Medium Replacement \$10,000
- Repair Roads and Culverts \$10,000
- Stormwater Infiltration \$20,000
- Stormwater Ditch Adjustments \$10,000

#### Stormwater Grants - \$801,358

- Stormwater infrastructure \$120,558
- SE 8<sup>th</sup> Ave Stormwater \$250,800
- SE 4<sup>th</sup> Street Stormwater \$430,000

#### Major Road, Signal, and Sign Maintenance – \$474,951

- SCOP SE 5<sup>th</sup> Avenue \$334,951
- Right of Way and Medium Replacement \$10,000
- Asphalt Program \$100,000
- Road sign repair and replacement \$20,000
- Traffic Signal upgrades \$10,000

#### Parks - \$165,000

- Tree program \$15,000
- Flagler Park End Caps \$100,000
- Centennial park Kayak Ramp Grant \$50,000

#### Police - \$608,503

- Radar, computers, tasers \$21,000
- Replacement Cars (5) \$175,000
- SLERS Consoles \$100,000
- SLERS Radios \$312,503

#### Clerk/Finance/Personnel - \$20,000

- Replacement Computer for Laserfiche \$1,000
- Replacement Computers/Software \$5,000
- Compensation and Performance Study \$14,000

Provided in Exhibit 1 are specific project initiatives we will focus on during FY22-23 in priority of importance, some of which include more longer-term actions that will be accomplished during the next 5 years given available financial resources. They should be dynamic as needs and priorities change when the community evolves and grows.

Provided in Exhibits 2, 3, and 4 are prioritized lists for maintenance of roads, sidewalks, and striping respectively, within the City Limits. Keep in mind that the lists are dynamic, and prioritization can change based on need, project complexity, and the ability to procure resources for the job.

## EXHIBIT 1 Goals for FY 2022-2023

#### FY 2022-2023 – Major City Project Initiatives

#### **Top Priority Projects**

- Revise ordinances to coincide with new City Charter.
- Complete resurfacing of selected residential streets.
- Complete SCOP resurfacing project for SW 5<sup>th</sup> Ave.
- Continue striping downtown area.
- Complete FDEP baffle box stormwater project.
- Complete FDEP Annual Stormwater Report.
- Complete lining of the SE and SW 4<sup>th</sup> Street storm drain with American Recover Act Funds.
- Work with our Attorney and Engineer to complete stormwater permitting for Commerce Park.
- Complete American Recovery Act Funding Reports for FY 2022/2023.
- Landscape endcaps on Park Street in partnership with the Okeechobee Development Corporation.
- Submit Cattlemen's Square Grant paperwork for reimbursement.
- Work on paperwork to secure \$660,000 funds for Federally awarded grant for hardening City Hall.

#### **Second Tier Projects**

- Complete Conceptual Plans for the remainder of Flagler Park.
- Continue work on Veterans Square repositioning the military equipment and implementing additional park improvements in conjunction with Main Street.
- Work with CRA Architectural services, completing a report on cost estimates for City Hall and the Public Safety Building.
- Complete a new City Emergency Management Plan.
- Continue to find Grant Opportunities for stormwater and infrastructure improvements.
- Complete repairs to 4<sup>th</sup> Street Boat Ramp.
- Complete construction of kayak ramp for Centennial Park.
- Continue to work with Okeechobee Development Council to find businesses.

#### **Third Tier Projects**

- Paint Public Works Office and Storage Building.
- Conduct and Complete Compensation and Performance Study.
- Continue to Co-Chair Okeechobee County Local Mitigation Strategy Working Group.
- Continue to work with CFRPC to evaluate potential brownfield/CRA projects in the City.
- Work with CAS Legislative Consultants on soliciting state dollars for SLERS radio system and hardening City Hall and the Public Safety Building.
- Work on holdings land use classification and mail out.

# **EXHIBIT 2 Prioritization of Road Projects**

#### **Overview**

According to data submitted to FDOT by the City, there are approximately 62 miles of paved roads within the City with an additional 2.5 miles of unpaved shell roads. Using an assumed pavement life of 50 years, the City would need to resurface slightly over two miles of road each year to maintain the quality of the roads within the City. At the present installed cost of \$128.40 per ton of asphalt, the cost of maintaining the roadway conditions for the City would be approximately \$140,000 per year. In addition to the asphalt cost, an additional \$20,000 is needed for ancillary costs such as required milling and striping which brings the annual roadway maintenance cost to approximately \$160,000 per year.

Public works has undertaken an evaluation of the existing road conditions. The evaluation process consisted of a driving survey of the City's roads by the Public Works Director. During the evaluation, the City's roads were classified using a four (4) tier classification for paved roads and identification of shell/millings roads and unimproved right-of-way. The general classifications are, Excellent, Good, Fair and Poor.

The results of the field survey have been tabulated into a database for future use. The data can be sorted by road condition for future use. It is intended that the data will also be entered into a Geographic Information System so the information can easily be displayed graphically.

Although the process was very subjective, volume considerations were used in cases where it was challenging to categorize the road. Without engaging the services of a consultant with technical roadway evaluation equipment, it would be difficult to further refine the evaluation process. The four pavement condition classifications are defined as follows:

#### • Excellent

These roads have typically been resurfaced within the last 5 years.



#### Good

These roads have acceptable pavement conditions with no major cracking or other defects. There was no significant vibration felt when driving over the road.



#### • Fair

The roads classified as fair have more severe cracking or other defects as well as noticeable vibration wen driving on the road.



#### Poor

These roads have major issues such as spalling or pushing or have had significant damage from other causes. Asphalt spalling is where portions of the roadway have broken up and material is missing, typically referred to as potholes. Asphalt sliding is where a road been previously resurfaced and there is not a sufficient bond between the layers of asphalt. The top layer of asphalt breaks free from the lower layer and is dislocated. Sliding is also known as slipping or pushing.



#### 2023 Pavement projects:

The following projects are based on the roadway recently completed and community input. In To maximize the effective use of available funds, project segments have been identified that will require at a minimum of 50 tons of asphalt. The price for asphalt based on tons used is as follows:

1 to 20 Tons - \$247.90/Ton 20 to 50 tons - \$156.00/Ton Over 50 Tons \$128.40/Ton

The prices above are from the previous Okeechobee County paving project. It is anticipated that there will be an adjustment this year due to increased fuel and material costs.

#### 2023 Paving Plan

Priority	Street	From	to	Linear Feet	Condition	Traffic Level	Treatment	Estim	ated Cost	Comment
1	SW 7th Ave	SW 15th St	400' N of SW 15th St	330	Poor	High	Mill/Overlay	\$	16,000.00	2023 Project
2	NW 2nd St	US 442	NW 2nd Ave	300	Poor	High	Mill/Overlay	\$	28,000.00	2023 Project
3	The Oaks Subdi	vision, SE 14th C	t, SE 15th Ct, SE 9th Dr	1875	Very poor	Low	Overlay	\$	48,000.00	2023 Project
4	NW 9th St	US 441	NW 8th Ave	2500	Poor	High	Spot mill/Overlay	\$	85,000.00	
5	SW Park St	Park St (SR 70)	SW 7th Ave	2500	Poor	High	Spot mill/Overlay	\$	85,000.00	
6	NE 6th St	US 441	NE 6th Ave	1800	Poor	High	Spot mill/Overlay	\$	60,000.00	
7	NE 6th Ave	SR 70	NE 6th St	1900	Poor	High	Spot mill/Overlay	\$	67,000.00	
8	SW 23rd St	US441	SW 3rd Ave	700	Very poor	Low	Overlay	\$	17,000.00	
9	NW 2nd St	NW 9th Ave	NW 8th Ave	400	Poor	High	mill/Overlay	\$	20,000.00	
	SE 15th St	SE 8th Dr	SE 9th Ave	350	Poor	High	Spot mill/Overlay	\$	11,000.00	
	SW 7th Ave	8th ST	9Th St	330	Poor	High	Spot mill/Overlay	\$	10,000.00	
	SW 9th Ave	SW 2nd St	SW 5th St	1100	Poor	High	Spot mill/Overlay	\$	40,000.00	
	NW 9th Ave	SR 70	NW 6th St	1800	Poor	High	Spot mill/Overlay	\$	60,000.00	
				G	rant funded	l projects				
	SW 5th Avenue	SR 70	Central Elem	2700	Poor	High	Mill/Overlay			SCOP Project
	SE 8th Ave	N of SE 6th St	SE 3rd St	1400	Poor	High	Reconstruct			FDEP Water Quality Grants
	NE 9th Ave/NE	US 441	NE 12th Ave (City	5000	Poor	High	Reconstruct US 441	\$	700,000.00	FY 23 FDOT SCOP application
	12th St		Limits)				to Taylor Creek			pending
							Bridge,			
							Mill/overlay			
							remaining			

The first three projects are planned for completion this year. The additional projects are for reference purposes. Grant funded projects are shown at the bottom of the priority list are highlighted in green. Two of the grant projects, SW 5<sup>th</sup> Avenue and an additional phase of the SE 8<sup>th</sup> Avenue project are currently funded. Grant applications for completing the work on SE 8<sup>th</sup> Avenue and a new grant application for NE 9<sup>th</sup> Avenue and NE 12<sup>th</sup> Street are in progress.

#### 2023 Projects



**SW** 7<sup>th</sup> **Avenue** – Areas of "Pushing" Just North of SW 15<sup>th</sup> Street. Project will cover from SW 15<sup>th</sup> Street to approximately 400' North of the intersection.



 $NW\ 2^{nd}\ Street$  – Areas of "Pushing" just West of US 441. Project will cover from US 441 to  $NW\ 2^{nd}\ Avenue$ .



The Oaks Subdivision – Pavement depth thorough out the subdivision is minimal. We have had to perform frequent repairs to potholes and damage caused by trash trucks turning around at the end of the two cul-de-sacks.

## **EXHIBIT 3 Prioritization of Sidewalk Maintenance**

The sidewalk plan consists of two major components, rehabilitation, and ADA ramp construction. During the budget process it was determined to shift funds from new sidewalk construction to repair and maintenance to bring existing sidewalks and ADA ramps within the City to a safe and functional condition.

#### **Sidewalk Rehabilitation**

City Public Works staff has completed a survey of existing sidewalks and identified approximately 1,165 liner feet of sidewalk that requires replacement. In some areas with curb and gutter replacement will need to include these components as well. The list of repairs needed are prioritized as a Priority 1, in poor condition and Priority 2 in fair condition. In addition, staff has listed those areas where rehabilitation of sidewalks is complete.

#### **PRIORITY 1**

SW 5<sup>th</sup> AVE (1800 BLK) 130x5 West side of road

SW 6<sup>TH</sup> STREET (500 BLK) South side 5'x10' Drain Box

SW 6<sup>th</sup> STREET (300 BLK) South side 5'x30'

SW 6<sup>TH</sup> STREET (400 BLK) North side 5'x50'

SW 12th STREET (100 BLK) 5'x30'

SW 3<sup>rd</sup> AVE (800 BLK) 30'x5'

SW 3rd AVE (900 BLK) 5'x30'

SW 8th STREET (100 BLK) 5'x10'

SW 6<sup>th</sup> STREET (100 BLK) 5'x60'

SW 7<sup>th</sup> STREET (100 BLK) South side 50'x5' North side 15'

SW 4<sup>th</sup> AVE (200 BLK) East side 315 South driveway 20'

SW 2<sup>nd</sup> STREET (400 BLK) Smitty's Glass 80'x10'

SW 3<sup>rd</sup> AVE (1100 BLK) west side 5'x10

SW 3<sup>rd</sup> AVE (1300 BLK) 70'

SW 3<sup>rd</sup> AVE (1400 BLK) 35'x5'

SW 3<sup>rd</sup> AVE (1400 BLK) add 30'

SW 3<sup>rd</sup> AVE (1900 BLK) 4'x40'

NW 4th STREET (400 BLK) south side 5'x10'

NW 5<sup>th</sup> STREET (400 BLK) north side 5'x30'

SE park STREET (100 BLK) north side 5'x10'

SE 2<sup>nd</sup> AVE (100 BLK) 5'x10'

SE 3<sup>rd</sup> AVE (100 BLK) 5'x20'

SW 7<sup>th</sup> AVE (900 BLK) 5'x20

SW 7<sup>th</sup> AVE between 4<sup>th</sup> St and 6<sup>th</sup> St 150' x 5'

#### **PRIORITY 2**

SW 5<sup>th</sup> AVE (700 BLK) 5'x45' SE 8<sup>th</sup> AVE (100 – 200 BLK) 140'x4' 1108 SE 8<sup>th</sup> AVE 4'x5' 1301 SE 8th AVE 4'x15' 1305 SE 8th AVE 4'x20' SW 2<sup>nd</sup> AVE (900 BLK) between 912-914 west side 22' 807 SW 2<sup>nd</sup> AVE (800 BLK) east side 5'x50' SW 6<sup>th</sup> STREET (100 BLK) Remove cedar tree and stump, leave rock SW 2<sup>nd</sup> AVE (600 BLK) curb and road, need to cut tree roots replace curb NW 3<sup>rd</sup> STREET 7.5'x5' NW 3rd STREET 5'x15' NW 3<sup>rd</sup> STREET 5'x10' NW 3rd STREET 5'x15' NW 5<sup>th</sup> AVE & 3<sup>rd</sup> STREET (Corner) 5'x15' NW 2<sup>nd</sup> AVE (100 BLK) west side 5'x25' NW 4<sup>th</sup> STREET (100 BLK) south side 5'x50' NW 4<sup>th</sup> STREET (100 BLK) south side 5'x20' NW 5<sup>th</sup> STREET (400 BLK) north side 5'x30' NW 5<sup>th</sup> STREET (200 BLK) curb & driveway 5'x5' NW 5<sup>th</sup> STREET (300 BLK) 12'x5' NW 4<sup>th</sup> AVE (300 BLK) east and west side 5'x60' NW 4<sup>th</sup> AVE (300 BLK) west side curb sinking NE 6<sup>th</sup> STREET (400 BLK) 5'x20' NE 7<sup>th</sup> AVE (100 BLK) 5'x15' NE 3<sup>rd</sup> AVE (200 BLK) 5"x20" NE 3<sup>rd</sup> STREET North side 5'x20'

#### RECENTLY COMPLETED

SW 2<sup>nd</sup> AVE (200 BLK) eastside 5"x10" west side 5'x20" SW 2<sup>nd</sup> AVE (300 BLK) 20" SW 2<sup>nd</sup> AVE (400 BLK) west side 10'x5" wide SW 2<sup>nd</sup> AVE (200 BLK) East & West side Storm Drain 30", East side West side 15"

#### **ADA Ramp Construction**

To meet current access requirements, additional ADA ramps are required in the downtown area as well as the reconstruction of some of the existing ramps for them to meet current standards. It is proposed that ADA sidewalk ramp along with an ADA parking space be installed mid-block on each side of South Park street to meet ADA requirements. A survey of Southeast and Southwest Park streets has identified a total of 30 ADA ramps are required. In the future, additional ramps should be constructed mid-block on the side streets connecting to South Park Street where parking exists for business access.

Currently 13 ADA ramps have been completed, and 1 ramp has been determined to not be constructable due to utility conflicts. Of the remaining ramps, two will be constructed as part of SW 5<sup>th</sup> Avenue SCOP resurfacing project. Public Works is proposing to construct seven additional ramps as part of the 2023 Sidewalk Plan.



**Completed South Park Street ADA Ramp** 

# EXHIBIT 4 Prioritization of Striping

The City has experienced two traffic accidents at intersections entering onto either US 441 or SR 70 where the lane markings were a contributing factor. Several of these intersections have been addressed previously. In 2023, the remaining approaches to state highways will be a primary focus. Updates for these intersections will include, stop bars, centerline markings, turn lane markings and arrows where required and the application of raised pavement markers.



Example of faded pavement markings on an approach to a state highway

In addition to the highway approaches, repainting of parking spaces in as much of the area surrounding the county courthouse will be a priority project in 2023.

Once the pressing issue of highway approaches has been addressed, systematic pavement marking work will be as previously outlined in the 2019 marking plan. City streets have been classified into three categories, Primary, Secondary, and Ancillary depending on the desired level of service as follows:

#### **Primary Streets.**

Streets located within the Central Business district including and other key business areas and high use through streets. Primary streets will be painted every second year with the primary streets located South of Park street (SR70) painted during even years and streets North of Park Street painted during odd years. Markings for Primary Streets will include centerline, stop bars,

and where appropriate, parking spaces and cross walks. A list of Primary Streets is provided in Table 1.

#### **Secondary Streets**

Streets located within secondary business areas and other streets as classified in section 3.01.01 of the Manual Uniform Traffic Control Devises (MUTCD) and in the MUTCD 2009 Edition Chapter 3B. Secondary streets will also include the first block adjacent to Park Street (SR70) and Parrott Avenue (US 441), and other areas such as streets near public facilities such as schools, the courthouse. Markings for Secondary Streets will include centerline, stop bars, and where appropriate, parking spaces and cross walks. Secondary Streets will be painted on a rotating four-year schedule.

- Year 1:Southeast
- Year 2:Southwest
- Year 3:Northwest
- Year 4: Northeast

#### **Ancillary Streets**

All other public streets not classified and Primary or Secondary Streets. Pavement markings will include stop bars. Ancillary streets will be painted every four years on the same schedule as Secondary streets.

Pavement marking will be a primary activity during the dry season after the holiday decorations are down and will continue until the start of the growing season during the months of January through April or May.

**Table 1: Primary Streets** 

Year	Street
Even	South Park Street
Even	Central Business District South of Park Street
Even	SW 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> Avenues, Park street to SW 2 <sup>nd</sup> Street
Even	SW 5 <sup>th</sup> Avenue, South of Central Avenue to SW 21 <sup>st</sup> Street
Even	SW 7 <sup>th</sup> Avenue, Park Street to SW 21 <sup>st</sup> Street
Even	SW 21 <sup>st</sup> Street, Parrott Avenue to SW 7 <sup>th</sup> Avenue
Even	SE 8 <sup>th</sup> Avenue, Park street to SE 10 <sup>th</sup> St
Odd	Central Business District North of Park Street
Odd	Northeast 6 <sup>th</sup> Avenue, Park Street to Northeast 6 <sup>th</sup> Street
Odd	Northeast 6 <sup>th</sup> Street, Parrott Avenue to Northeast 6 <sup>th</sup> Avenue
Odd	Northeast 9 <sup>th</sup> and 12 <sup>th</sup> Street, Parrott Avenue to City Limits
Odd	Northwest 2 <sup>nd</sup> Street, Parrott Avenue to Northwest 9 <sup>th</sup> Avenue
Odd	Northwest 9 <sup>th</sup> Avenue, Park street to City Limits
Odd	NW 6 <sup>th</sup> Street, Parrott Avenue to City Limits