



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

JULY 18, 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
Warrant Register

June 6 and June 20, 2023
June, 2023

Exhibit 1	Ordinance No. 1272
Exhibit 2	Ordinance No. 1276
Exhibit 3	Ordinance No. 1277
Exhibit 4	Ordinance No. 1278
Exhibit 5	School Resource Officer Agreement for Okeechobee Christian Academy
Exhibit 6	Millage Rates
Exhibit 7	Budget Calendar for Fiscal Year 2023-2024
Exhibit 8	Nunez Lawncare Landscaping contract for RFQ No. PW-03-32-505-23
Exhibit 9	Johnson Davis, Inc agreement



CITY OF OKEECHOBEE, FLORIDA
JUNE 6, 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 June 6, 2023, at 6:05 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Doug Ryan of Treasure Island Baptist Church; 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., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, Robert “Bob” J. Jarriel, and David R. McAuley.

III. AGENDA AND PUBLIC COMMENTS

- A. Under V. Consent Agenda, Item B., Motion corrected to ratify rather than approve Grant Agreement.
- B. Motion and second by Council Members Chandler 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. Mayor Watford and Lieutenant Belen Reyna recognized Officer Ryan Holroyd for his years of service. He was presented with an engraved crystal mantle clock and a framed Longevity Service Certificate, read into the record as follows: **“In recognition of your fifteen years of service, hard work, and dedication to the City, its citizens, and your fellow employees from June 8, 2008 through June 8, 2023.”**

V. CONSENT AGENDA

- Motion by Council Member Jarriel, second by Vice Mayor Clark to:
- A. Dispense with the reading and approve the Minutes from May 2, 2023, and May 16, 2023 [as presented]; and
- B. Ratify Grant Agreement for Cybersecurity Grant Program [DMS-22/23-345 with Florida Department of Management Services in the amount of \$60,000.00 as presented in **Exhibit 1**].
Motion Carried Unanimously.

VI. NEW BUSINESS

- A. Ms. Debbie A. Goode, of Carr, Riggs and Ingram, LLC, reviewed the highlights of the Audited Financial Statements Fiscal Year (FY) October 1, 2021 through September 30, 2022, the Report reflects a clean Audit. The three Pension Funds, of which all are adequately funded, were briefly discussed. The information below, provides the comparison of the adopted budgeted amounts, the amended budgeted amounts, actual spent, and difference between the amended to actual:

	Original Budget	Amended Budget	Actual	Difference
Total Revenues	\$ 8,387,381.00	\$ 7,815,398.00	\$ 8,095,403.00	\$280,005.00
Expenditures:				
Legislative	\$ 182,835.00	\$ 154,700.00	\$ 152,910.00	\$ 1,790.00
Executive	\$ 268,005.00	\$ 248,600.00	\$ 242,051.00	\$ 6,549.00
City Clerk	\$ 300,087.00	\$ 255,900.00	\$ 223,657.00	\$ 32,243.00
Finance Services	\$ 337,930.00	\$ 310,800.00	\$ 289,105.00	\$ 21,695.00
Legal Council	\$ 190,400.00	\$ 176,700.00	\$ 184,486.00	-\$ 7,786.00
General Services	\$ 558,794.00	\$ 501,800.00	\$ 494,280.00	\$ 7,520.00
Public Safety, Fire	\$ 1,070,865.00	\$ 834,950.00	\$ 824,797.00	\$ 9,153.00
Public Safety, Police	\$ 3,149,173.00	\$ 2,962,677.00	\$ 2,866,087.00	\$ 96,590.00
Transportation	\$ 1,394,125.00	\$ 1,310,700.00	\$ 1,274,221.00	\$ 36,479.00
Physical Environment	\$ 1,978,201.00	\$ 462,400.00	\$ 411,555.00	\$ 50,845.00
Capital Outlay	\$ 318,800.00	\$ 417,000.00	\$ 380,204.00	\$ 36,796.00
Other Financing Sources, Sale of Capital Assets	\$ 121,000.00	\$ 121,000.00	\$ 121,906.00	\$ 906.00
Revenues over Expenditures	-\$ 1,240,834.00	\$ 300,171.00	\$ 872,956.00	\$572,785.00
Beginning Fund Balances	\$10,242,883.00	\$10,242,883.00	\$10,242,883.00	
Ending Fund Balances	\$ 9,002,049.00	\$10,543,054.00	\$11,115,839.00	\$572,785.00

VI. NEW BUSINESS CONTINUED

- A. Continued. The overall financial soundness of the City shows Total Assets exceeding Liabilities by \$20,679,327.00. All Funds Total Assets were \$14,750,280.00; Total Liabilities were \$3,547,752.00; Deferred Revenue (Business Tax Receipts) was \$47,895.00; leaving a Total Balance of \$11,154,633.00 (of which \$44,007.00 is non-spendable for inventory; \$1,279,892.00 is restricted for Public Facilities; \$18,337.00 is restricted for Law Enforcement; \$1,589,534.00 assigned for subsequent year's expenditures and \$8,222,863.00 is unassigned). The City's Total Net Position increased by \$1,468,709.00.

Motion Vice Mayor Clark, second by Council Member McAuley to accept the 2022 Audited Financials [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

- B. Motion and second by Council Members Jarriel and Chandler to approve [the recommendation to rank Nunez Lawn Care and Landscaping as number one by] the Committee Ranking for RFQ No. PW 03-32-05-23, Landscape Maintenance and Installation Services [and approve for Administrator Ritter to negotiate a contract, as presented in **Exhibit 3**]. **Motion Carried Unanimously.**
- C. Motion by Council Member Chandler, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1278, amending Chapter 58 of the Code of Ordinances and requiring connection to public water and/or sewer systems [as presented in **Exhibit 4**]. **Motion Carried Unanimously.**

City Attorney John Fumero read the title of proposed Ordinance No. 1278 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CODE OF ORDINANCES, SUBPART A GENERAL ORDINANCES, CHAPTER 58 UTILITIES, ARTICLE III SEWERS AND SEWAGE DISPOSAL, SPECIFICALLY AMENDING SECTION 58-72 USE OF PUBLIC SEWERS REQUIRED, CREATING NEW REQUIREMENTS FOR CONNECTION TO THE PUBLIC SEWER SYSTEM; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Jarriel and McAuley to approve the first reading and set July 18, 2023, as the final public hearing date for proposed Ordinance No. 1278. **Motion Carried Unanimously.**

- D. Motion and second by Council Members Chandler and McAuley to adopt proposed Resolution No. 2023-02, amending the schedule of rates, fees, and charges for building permits and plan reviews by the Building Official [as presented in **Exhibit 5**].

Mayor Watford read the title of proposed Resolution No. 2023-02 into the record as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA, REVISING AND AMENDING THE SCHEDULE OF RATES, FEES, AND CHARGES FOR CONSTRUCTION PLANS, BUILDING CONSTRUCTION SERVICES AND OTHER MISCELLANEOUS SERVICES BY THE GENERAL SERVICES DEPARTMENT; AMENDING TABLE 4 WITHIN THE CODE OF ORDINANCES APPENDIX G; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

Following a discussion for various amendments to the fee structures, a Motion was made by Vice Mayor Clark, second by Council Member Jarriel to postpone the motion on the floor [to adopt proposed Resolution No. 2023-02] to a future meeting. **Motion to Postpone Carried Unanimously.**

- E. Finance Director India Riedel distributed 11-pages of various graphs to show comparisons of the State revenues, fuel tax, franchise fees, utility tax, and building permit revenues for FY 2015 through current date. Four of the pages reviewed expenditures from the General Fund by each Department. A copy of the document is incorporated into the official Minute File, labeled as Exhibit 7. This item was for informational purposes in preparation for future discussions on the proposed FY 2023-24 Budget.
- F. Motion by Vice Mayor Clark, second by Council Member McAuley to adopt proposed Resolution No. 2023-03, approving the execution of a Post Project Maintenance Agreement with Florida Department of Transportation (FDOT) for the Southwest (SW) 3rd to 5th Streets and South Parrot Avenue Stormwater Sewer System Project [as presented in **Exhibit 6**].

Attorney Fumero read the title of proposed Resolution No. 2023-03 into the record as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; APPROVING THE EXECUTION OF A POST-PROJECT MAINTENANCE AGREEMENT FOR STATE ROAD 15/SOUTH PARROTT AVENUE/ U.S. HIGHWAY 441, FROM SW 3RD TO 5TH STREETS, BETWEEN THE CITY OF OKEECHOBEE AND THE FDOT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."** Motion Carried Unanimously.

VI. NEW BUSINESS CONTINUED

- G. Council Member Jarriel requested to discuss whether the Council could adopt an ordinance allowing stipulations or conditions on developments/projects when a rezoning is considered. The justification for the request was due to several developments obtaining rezonings and either not coming to fruition or, most recently the development plan changing. He explained, during the rezoning process [for two blocks in the Northeast section, Mr. Mitch Stephens presented conceptual] plans to develop a 44-unit apartment complex. Once the rezoning was complete, the project [was submitted for Site Plan approval known as Glenwood Park by] the Technical Review Committee (TRC), it changed to [29 rental units in two phases of] six duplexes [and two single-family homes]. The design of the duplexes has four bedrooms and four bathrooms in each unit. He believed this to be a college style dormitory complex that would create many code enforcement issues as the co-living design could potentially provide housing for unrelated individuals. When he voted in favor of the rezoning, he was under the impression this development would provide housing for families.

Attorney Fumero explained why an ordinance cannot be adopted that would put stipulations on rezoning petitions. Planner Ben Smith provided an overview of what the TRC approved including the list of contingencies the developer is required to meet to build the Glenwood Park project. The design meets the requirements within the Code. He also explained, the Council could make amendments to various definitions, interior design requirements, and density requirements, to not allow this design style.

It was understood that any amendments to the Code would not have an impact on Glenwood Park, as it is already approved. However, Mr. Stephens and his Project Engineer Steve Dobbs, were in attendance and distributed a seven-page document to provide an explanation for scaling the project back, changing the design layout, and to assure the Council this would be a good housing development. The information included cost escalation and increases in regulations and requirements for rentals. Developers need to get at least one percent per month gross rent in order to pay their construction loans, cover insurance, property taxes, and repairs. Co-Living concepts and trends have gained popularity to ease the housing shortages and costs of rent. In conclusion, Mr. Stephens cautioned adopting more restrictions for developers could make the housing situation worse. A copy of the document has been incorporated in the official Minute File, labeled as Exhibit 8. **The consensus of the Council was to direct Administrator Ritter, Attorney Fumero, and Planner Smith to review the Code and present their recommended amendments to the Council at a future meeting.**

VII. CITY ATTORNEY UPDATE

- Reviewing Waste Management Agreement and rates to be adopted for FY 2023-24;
- Monitoring potential effect of Senate Bill 170, that will require City Staff to complete an Economic Impact Statement to accompany Ordinances considered for adoption, unless they are on the provided exemption list;
- Reviewing the bid documents for sidewalk improvements;
- Continuing to address issues for the title of Cattlemen's Square with Hamrick Trust;
- Reviewed the building permits and plan review fees Resolution and the mandatory water and wastewater connection Ordinance;
- Continuing to work on updates to various sections of the Code of Ordinances, including those required after adoption of the new Charter.

VIII. CITY ADMINISTRATOR UPDATE

- Reminded the Mayor and Council of the following events of which they should have received invitations for: June 7th Economic Council Luncheon, June 14th Central Florida Regional Planning Council Meeting and Luncheon, June 15th one of two Junior Leadership Summer Camps graduation ceremony;
- June 14th through 16th he and Finance Director Riedel will be attending the Public Risk Management Annual Conference;
- June 14th and 26th students participating in the Junior Leadership Camps will be visiting City Hall and conducting Mock City Council Meetings;
- Okeechobee Utility Authority has approved an agreement with Evergreen Solutions for a salary study, he is working towards a piggyback agreement for the Council to consider;
- The Board of County Commission has adopted a Resolution to waive permit fees for fire inspections for City facilities.

IX. COUNCIL COMMENTS

Council Member Chandler expressed his support for growth and listed several developments that are proposed or recently approved in the County, and in Glades County close to the Okeechobee/Glades County lines. These projects alone will impact the City in addition to developments being proposed within the boundaries of the City. He cautioned that growth needs to be carefully considered to be done properly, alluding to the impact of the City's infrastructure and services.

X. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 8:30 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.

DRAFT



CITY OF OKEECHOBEE, FLORIDA
JUNE 20, 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 June 20, 2023, at 6:05 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Chad Keathley, Okeechobee Church of God; followed by the Pledge of Allegiance led by Council Member McAuley.

II. ATTENDANCE

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, 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 by Vice Mayor Clark, second by Council Member McAuley to approve the agenda as published.
Motion Carried Unanimously.

C. One comment card was submitted by Mr. John Hayford, Executive Director of the Okeechobee Utility Authority, providing an update on the Southwest (SW) Service Area Project, Treasure Island Project, and the SW 5th Avenue Project. As a community outreach, the OUA is hosting a Town Hall Meeting style meeting on June 27, 2023, at The Gathering, all property owners within the SW Service Area were sent invitations, and all the public is welcome to attend. In closing he noted the OUA's Board was looking forward to the Council finalizing the adoption of the mandatory connection ordinance, which will assist them in accruing grants and/or loans.

IV. CONSENT AGENDA

A. Motion by Council Member Jarriel, second by Vice Mayor Clark to approve the May 2023 Warrant Register [in the amounts: General Fund, \$607,209.45; Public Facilities Improvement Fund, \$82,763.75; Capital Improvement Projects Fund, \$12,120.04; and Appropriations Grant Fund, \$675.00; [as presented]. **Motion Carried Unanimously.**

V. MAYOR WATFORD OPENED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:21 P.M.

The following items are quasi-judicial in nature. In accordance with section 286.0115, Florida Statutes (FS), an opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, may be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public may request the Board to ask questions of staff or witnesses on their behalf. Any person presenting documents to the Council should provide the City Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk. No verbatim record by a certified court reporter is made of these proceedings. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at these proceedings upon which any appeal is to be based (see Section 286.0105, FS.). In accordance with the Americans with Disabilities Act and Section 286.26, FS, persons needing a special accommodation to participate in this proceeding should contact the City Clerk's office at 863-763-9814 seventy-two (72) hours in advance of this proceeding.

A. Motion and second by Council Members Chandler and McAuley to read by title only proposed Ordinance No. 1273, regarding Rezoning Petition No. 23-001-R, submitted by Rene Griffith, Registered Agent, on behalf of the property owner, Be A Man Buy Land, LLC, to rezone 0.36+/- unplatted acres from Holding (H) to Industrial (IND). The property is a triangular-shaped vacant, unaddressed parcel, located contiguous to the West-side of the East City Limits Boundary Line, North of the railroad tracks, and South of Northeast 12th Avenue. The proposed use is outdoor storage. Planning Staff and Planning Board recommend approval [as presented in **Exhibit 1**]. **Motion Carried Unanimously.**

City Attorney John Fumero read the title of proposed Ordinance No. 1273 as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM H TO IND; PETITION NO. 23-001-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Council Member Chandler, second by Vice Mayor Clark to adopt proposed Ordinance No. 1273.

Attorney Fumero administered an oath to Ms. Griffith, 4260 SE Federal Highway, Stuart, FL and Mr. Ben Smith, City Planner of Morris-Depew Associates, Inc., 2914 Cleveland Avenue, Ft. Myers, FL.

V. QUASI-JUDICIAL PUBLIC HEARING CONTINUED

- A. Continued. Planner Smith, attending electronically via Zoom, presented the Planning Staff Report which finds the request is consistent with the City's Comprehensive Plan. Clerk Gamiotea stated for the record 22 courtesy notices were mailed to the surrounding property owners, advertisements, and one sign were properly posted, with no objections or comments received to date. There were no comments from the Council. **Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.**

MAYOR WATFORD CLOSED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:27 P.M.

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:28 P.M.

- A. Motion and second by Council Members Jarriel and McAuley to read by title only, proposed Ordinance No. 1274, amending and creating Code Enforcement Fine Reduction Procedures within Chapter 18 of the Code of Ordinances [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

Attorney Fumero read title of proposed Ordinance No. 1274 into the record as follows: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO REQUESTS FOR CODE ENFORCEMENT FINE REDUCTIONS, AMENDING PART II OF THE CODE OF ORDINANCES OF THE CITY OF OKEECHOBEE WITHIN CHAPTER 18 CODE ENFORCEMENT, ARTICLE II CODE ENFORCEMENT PROCEDURE, BY SPECIFICALLY AMENDING SECTION 18-38 POWERS OF MAGISTRATE; SPECIFICALLY AMENDING SECTION 18-39 FINE REDUCTION REQUEST PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Jarriel and Chandler to adopt proposed Ordinance No. 1274. There were no comments from the public or Council. **Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.**

- B. Motion by Council Member Chandler, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1272, regarding Land Development Regulations (LDRs) Text Amendment Application No. 23-001-TA, amending and creating regulations for Mobile Food Dispensing Vehicles (MFDV) (food trucks) within Chapters 14 and 90 of the Code of Ordinances [as presented in **Exhibit 3**]. **Motion Carried Unanimously.**

Attorney Fumero read the title of proposed Ordinance No. 1272 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO THE REGULATION OF THE OPERATION OF MFDV WITHIN THE CITY LIMITS, LDR TEXT AMENDMENT APPLICATION NO. 23-001-TA; AMENDING PART II OF THE CITY CODE OF ORDINANCES OF THE CITY OF OKEECHOBEE WITHIN CHAPTER 14 BUSINESSES, BY SPECIFICALLY AMENDING ARTICLE VI MFDV, ALLOWING FOR OPERATION OF MFDV AT HOUSES OF WORSHIP AND IN THE COMMERCIAL PROFESSIONAL OFFICE (CPO), LIGHT COMMERCIAL (CLT), HEAVY COMMERCIAL (CHV), CENTRAL BUSINESS DISTRICT (CBD), AND IND ZONING DISTRICTS AND ALLOWING FOR OPERATION OF MFDV IN CONJUNCTION WITH A TEMPORARY USE PERMIT; AND WITHIN CHAPTER 90 ZONING, BY SPECIFICALLY AMENDING ARTICLE III DISTRICT AND DISTRICT REGULATIONS, ALLOWING FOR MFDV AS A SPECIAL EXCEPTION USE IN THE CPO, CLT, CHV, CBD, IND, PUBLIC USE (PUB), AND RURAL HERITAGE (RH) ZONING DISTRICTS AND ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Chandler and McAuley to approve the first reading and set July 18, 2023, as the final adoption date for proposed Ordinance No. 1272.

Planner Smith reviewed 2020 legislation that pre-empted local governments from prohibiting MFDV in all zoning districts. The proposed Ordinance was discussed at a Planning Board Workshop on March 16, 2023, and Planning Board meetings on April 20, 2023, and May 16, 2023. Mayor Watford opened the floor for public comment. There were no comments from the public. Following a discussion, Council Member Jarriel made a motion to amend proposed Ordinance No. 1272, to only allow the operation of MFDV within the IND zoning districts. Motion failed due to lack of a second.

Motion by Vice Mayor Clark, second by Council Member Jarriel to amend proposed Ordinance No. 1272 to only allow MFDV in zoning districts restaurants are currently allowed in. Planner Smith clarified the motion to amend would remove allowing MFDV by special exception use in the PUB and RH zoning districts. **Motion to Amend Carried Unanimously. Vote on Motion As Amended Carried Unanimously.**

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 7:17 P.M.

VII. UNFINISHED BUSINESS

- A. Continued discussion [from June 6, 2023] on the Motion on the floor made by Council Members Chandler and McAuley to adopt proposed Resolution No. 2023-02, amending the schedule of rates, fees, and charges for building permits and plan reviews by the Building Official [as presented in **Exhibit 4**]. **Motion Failed Unanimously.**

VIII. NEW BUSINESS

- A. Ms. Deborah Perez of WM, (f/k/a Waste Management) provided an update on the changes to the collection methods and requirements, as approved in the Sixth Amendment to the Franchise Agreement. WM will be providing 96-gallon beige carts for yard waste, 65-gallon blue carts for recyclables, and 96-gallon green carts for garbage to City residents in October or November 2023. In order for WM to collect any waste, it must be in the correctly designated cart, or the customers will be charged additional fees. She reviewed the annual Consumer Price Index which was increased in 2022 and acknowledged the confusion due to WM being late in providing the information to the customers.
- B. Mr. Ilan Kaufer gave an update on Florida Power and Light (FPL) operations utilizing a 15-slide power point presentation, which has been incorporated into the official Minute File, labeled as Exhibit 8. He reviewed the measures taken for annual storm preparation, including their commitment to partnering with local leaders to identify critical infrastructure, and the restoration process. Highlighted FPL's commitment to delivering the best energy value, the Okeechobee Clean Energy Center, and the Solar Energy Center.
- C. Motion by Vice Mayor Clark, second by Council Member Jarriel to name Mayor Watford as the Voting Delegate for the Florida League of Cities Annual Conference on August 10 through 12, 2023 [as presented in **Exhibit 5**]. **Motion Carried Unanimously.**
- D. Motion and second by Council Members Chandler and Jarriel to renew the Public Risk Group Health Insurance contract for 2023-24 [as presented in **Exhibit 7**, distributed at the meeting]. Following a discussion, **Motion Carried Unanimously.**
- E. Motion by Council Member Jarriel, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1276, for LDRs Text Amendment Application No. 23-003-TA, adding storm shutter regulations within Chapter 90 of the Code of Ordinances [as presented in **Exhibit 6**]. **Motion Carried Unanimously.**

Attorney Fumero read into the record the title of proposed Ordinance No. 1276 as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LDRS, CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW SECTION 90-84, DEFINING PERIODS DURING WHICH STORM SHUTTERS MAY NOT REMAIN IN PLACE AND PROVIDING EXCEPTIONS, AS SUBMITTED IN LAND DEVELOPMENT TEXT AMENDMENT APPLICATION NO. 23-003-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Council Member Chandler, second by Vice Mayor Clark to approve the first reading and set July 18, 2023, as the final adoption date for proposed Ordinance No. 1276. **Motion Carried Unanimously.**

- F. Motion and second by Council Members Jarriel and McAuley to change the times of the August 1 and August 15, 2023, meetings to begin at 5:00 P.M., [Budget Workshops to be held at the end of the meeting]. **Motion Carried Unanimously.**

IX. CITY ATTORNEY UPDATE

- Involved in reviewing all items/materials on agenda.

X. CITY ADMINISTRATOR UPDATE

- Announced the students involved in the Junior Leadership Camp, organized by the Okeechobee County Economic Development Corporation, would be visiting for tours of City Hall and participating in a Mock City Council Meeting on June 26, 2023;
- Funding for the improvements to City Hall, but not for the police radios, was included in the signed Budget by Governor DeSantis.
- Continuing to work with the South Florida Water Management District on the stormwater permit for the Commerce Center.

XI. COUNCIL COMMENTS

Council Member Jarriel suggested the City begin looking at employee insurance plans earlier in the year.

Vice Mayor Clark asked all to remember Council Member Jarriel's wife, who was admitted to the ICU earlier in the day.

XII. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 8:26 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.



Okeechobee, FL

Check Report

By Check Number

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Trust Checking						
Communications Inter	Communications International, Inc.	06/19/2023	Regular	0.00	319,215.30	1957
1491	Home Depot Credit Services	06/19/2023	Regular	0.00	191.94	1958
Global Public Safety	Global Public Safety	06/30/2023	Regular	0.00	33,092.33	1959

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	352,499.57
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
	3	3	0.00	352,499.57

Check Report

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	06/19/2023	EFT	0.00	113,136.63	181
1644	PRM - Health Insurance	06/19/2023	EFT	0.00	54,280.97	182
1770	PRM - Life, LTD & STD	06/19/2023	EFT	0.00	2,331.12	183
1770	PRM - Life, LTD & STD	06/19/2023	EFT	0.00	1,295.16	184
1645	PRM - Vision & Dental	06/19/2023	EFT	0.00	2,327.88	185
City Of Okeechobee P	City Of Okeechobee Payroll Account	06/29/2023	EFT	0.00	110,721.62	186
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	06/06/2023	Regular	0.00	972.07	46008
	Void	06/06/2023	Regular	0.00	0.00	46009
CenturyLink-Local	CenturyLink	06/06/2023	Regular	0.00	2,121.10	46010
CenturyLink-LD	CenturyLink	06/06/2023	Regular	0.00	16.89	46011
Comcast	Comcast	06/06/2023	Regular	0.00	120.00	46012
117	Liberty National Life Ins. Co.	06/06/2023	Regular	0.00	71.12	46013
Aurelio Almazan	Aurelio Almazan	06/13/2023	Regular	0.00	55.00	46014
Heather Prince	Heather Prince	06/13/2023	Regular	0.00	114.43	46015
A&B Reptile Removal	A&B Reptile Removal & Wildlife	06/19/2023	Regular	0.00	1,000.00	46016
AdvanceAuto	Advance Auto Parts	06/19/2023	Regular	0.00	217.98	46017
2207	Arrigo Dodge	06/19/2023	Regular	0.00	5,836.53	46018
C&C Industrial Enter	C&C Industrial Enterprise. LLC	06/19/2023	Regular	0.00	63.16	46019
CAS Governmental Ser	CAS Governmental Services, LLC	06/19/2023	Regular	0.00	988.70	46020
Celeste Watford Tax	Celeste Watford Tax Collector	06/19/2023	Regular	0.00	4.25	46021
Creekside	Creekside Media Group	06/19/2023	Regular	0.00	525.00	46022
Dermatec Direct	Dermatec Direct	06/19/2023	Regular	0.00	375.99	46023
Domer's Inc.	Domer's Inc.	06/19/2023	Regular	0.00	60.39	46024
FDC Supplies	FDC Supplies	06/19/2023	Regular	0.00	163.80	46025
CIT Technology Finan	First-Citizens Bank & Trust Co	06/19/2023	Regular	0.00	996.68	46026
Fitness Factory	Fitness Factory	06/19/2023	Regular	0.00	220.00	46027
FPU	Florida Public Utilities	06/19/2023	Regular	0.00	62.22	46028
GALLS, LLC	GALLS, LLC	06/19/2023	Regular	0.00	251.80	46029
Global Mapping, Inc.	Global Mapping, Inc.	06/19/2023	Regular	0.00	2,500.00	46030
HealthEquity	HealthEquity	06/19/2023	Regular	0.00	788.46	46031
HealthEquity	HealthEquity	06/19/2023	Regular	0.00	16.20	46032
1491	Home Depot Credit Services	06/19/2023	Regular	0.00	553.25	46033
ICS	ICS Computers Inc.	06/19/2023	Regular	0.00	2,080.00	46034
IMS	IMS	06/19/2023	Regular	0.00	279.78	46035
1343	India Riedel	06/19/2023	Regular	0.00	290.14	46036
1843	Kelley Margerum	06/19/2023	Regular	0.00	262.60	46037
2253	MacVicar Consulting, Inc.	06/19/2023	Regular	0.00	250.00	46038
Morris-Depew Associa	Morris-Depew Associates, Inc.	06/19/2023	Regular	0.00	6,555.50	46039
BOCC	Okeechobee County - BOCC	06/19/2023	Regular	0.00	465.00	46040
314	Okeechobee County Sheriffs Office	06/19/2023	Regular	0.00	519.87	46041
1727	Okeechobee Dodge Chrysler Jeep	06/19/2023	Regular	0.00	1,613.27	46042
222	Okeechobee News c/o Independent Newspape	06/19/2023	Regular	0.00	1,670.60	46043
2043	O'Reilly Auto Parts	06/19/2023	Regular	0.00	33.47	46044
2064	Red Ink Printing	06/19/2023	Regular	0.00	310.00	46045
Rubber Mulch Warehous	Rubber Mulch Warehouse	06/19/2023	Regular	0.00	4,079.00	46046
554	Scott's Quality Cleaning	06/19/2023	Regular	0.00	3,536.03	46047
Sirchie	Sirchie Acquisition Company	06/19/2023	Regular	0.00	116.35	46048
350	Superior Water Works, Inc.	06/19/2023	Regular	0.00	55.00	46049
Supplyline	Supplyline	06/19/2023	Regular	0.00	272.00	46050
Taylor Rental	Taylor Rental - Okeechobee	06/19/2023	Regular	0.00	129.17	46051
Tire Zone	Tire Zone of Okeechobee, Inc.	06/19/2023	Regular	0.00	799.98	46052
1516	Total Roadside Services, Inc.	06/19/2023	Regular	0.00	1,263.76	46053
1861	TransUnion Risk & Alternative Data	06/19/2023	Regular	0.00	75.00	46054
TCMA	Treasure Coast Medical Associates	06/19/2023	Regular	0.00	2,903.50	46055
1544	UniFirst Corp	06/19/2023	Regular	0.00	428.35	46056
Verizon	Verizon Wireless	06/19/2023	Regular	0.00	411.71	46057
W&W	W&W Lumber Company of Okeechobee	06/19/2023	Regular	0.00	215.38	46058
WEX	WEX Bank	06/19/2023	Regular	0.00	8,205.90	46059
1658	William J. Ward Electrical Contractors,	06/19/2023	Regular	0.00	1,925.00	46060
AAActionpower	AAAction Power Equipment LLC	06/30/2023	Regular	0.00	245.95	46061

Check Report

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
AdvanceAuto	Advance Auto Parts	06/30/2023	Regular	0.00	191.39	46062
AFLAC	American Family Life Assurance Co.	06/30/2023	Regular	0.00	273.20	46063
Carl Berlin	Carl Berlin	06/30/2023	Regular	0.00	35.00	46064
Central Florida Gas	Central Florida Glass and Mirror	06/30/2023	Regular	0.00	805.97	46065
CenturyLink-Fiber	Century Link	06/30/2023	Regular	0.00	1,826.54	46066
CenturyLink-Local	CenturyLink	06/30/2023	Regular	0.00	2,128.09	46067
City Electric Supply	City Electric Supply	06/30/2023	Regular	0.00	211.64	46068
621	City Of Okeechobee - Petty Cash	06/30/2023	Regular	0.00	35.13	46069
Comcast	Comcast	06/30/2023	Regular	0.00	216.30	46070
Domer's Inc.	Domer's Inc.	06/30/2023	Regular	0.00	72.84	46071
Douglas McCoy	Douglas McCoy	06/30/2023	Regular	0.00	35.00	46072
Fifth Third Bank	Fifth Third Bank	06/30/2023	Regular	0.00	10.00	46073
FPL	Florida Power & Light Company	06/30/2023	Regular	0.00	3,335.67	46074
FPL	Florida Power & Light Company	06/30/2023	Regular	0.00	1,184.28	46075
Gary's Lock & Safe	Gary's Lock & Safe	06/30/2023	Regular	0.00	84.00	46076
1892	Highland Pest Control	06/30/2023	Regular	0.00	205.00	46077
1343	India Riedel	06/30/2023	Regular	0.00	111.25	46078
2174	James Shaw	06/30/2023	Regular	0.00	35.00	46079
1866	JC Newell Const. Inspect. Services, Inc.	06/30/2023	Regular	0.00	5,417.80	46080
2198	Labor Finders	06/30/2023	Regular	0.00	285.25	46081
117	Liberty National Life Ins. Co.	06/30/2023	Regular	0.00	179.28	46082
1895	Mac L Jonassaint	06/30/2023	Regular	0.00	35.00	46083
MissionSquare	MissionSquare	06/30/2023	Regular	0.00	347.61	46084
MissionSquare	MissionSquare	06/30/2023	Regular	0.00	3,200.00	46085
2212	Nason Yeager Gerson Harris & Fumero P.A.	06/30/2023	Regular	0.00	9,400.00	46086
2055	Northlake Veterinary Hospital	06/30/2023	Regular	0.00	86.60	46087
1727	Okeechobee Dodge Chrysler Jeep	06/30/2023	Regular	0.00	1,945.67	46088
OUA	Okeechobee Utility Authority	06/30/2023	Regular	0.00	1,422.45	46089
2043	O'Reilly Auto Parts	06/30/2023	Regular	0.00	54.00	46090
2157	Roger Azcona, Esq.	06/30/2023	Regular	0.00	900.00	46091
554	Scott's Quality Cleaning	06/30/2023	Regular	0.00	211.25	46092
Simplify Compliance	Simplify Compliance LLC	06/30/2023	Regular	0.00	998.00	46093
Sprint	Sprint	06/30/2023	Regular	0.00	77.01	46094
350	Superior Water Works, Inc.	06/30/2023	Regular	0.00	27.50	46095
Taylor Rental	Taylor Rental - Okeechobee	06/30/2023	Regular	0.00	370.00	46096
1813	Thompson Reuters	06/30/2023	Regular	0.00	104.36	46097
Tire Zone	Tire Zone of Okeechobee, Inc.	06/30/2023	Regular	0.00	3,468.82	46098
1516	Total Roadside Services, Inc.	06/30/2023	Regular	0.00	75.00	46099
814	Treasure Coast Newspapers	06/30/2023	Regular	0.00	217.17	46100
1939	United Way	06/30/2023	Regular	0.00	39.00	46101
Verizon	Verizon Wireless	06/30/2023	Regular	0.00	813.65	46102
Verizon	Verizon Wireless	06/30/2023	Regular	0.00	72.14	46103
W&W	W&W Lumber Company of Okeechobee	06/30/2023	Regular	0.00	103.95	46104
743	Walmart/Capital One	06/30/2023	Regular	0.00	217.65	46105
2244	Waste Management	06/30/2023	Regular	0.00	48,721.61	46106

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	144	98	0.00	146,674.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	6	0.00	284,093.38
	150	105	0.00	430,767.78

Check Report

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 307-Appropriations Grant Fund						
CAS Governmental Ser	CAS Governmental Services, LLC	06/19/2023	Regular	0.00	675.00	1396

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment 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

Check Report

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	06/19/2023	Regular	0.00	267.80	3653
FPL	Florida Power & Light Company	06/19/2023	Regular	0.00	5,749.78	3654
American Drilling Se	American Drilling Services, Inc.	06/30/2023	Regular	0.00	30.00	3655
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	06/30/2023	Regular	0.00	207.50	3656
JMC	JMC Landscaping Services, Inc.	06/30/2023	Regular	0.00	7,699.08	3657
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	06/30/2023	Regular	0.00	3,328.00	3658
W&W	W&W Lumber Company of Okeechobee	06/30/2023	Regular	0.00	61.10	3659

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	7	0.00	17,343.26
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
	10	7	0.00	17,343.26

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	158	109	0.00	517,192.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	6	0.00	284,093.38
	164	116	0.00	801,285.61

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	6/2023	430,767.78
301	PUBLIC FACILITY FUND	6/2023	17,343.26
304	CAPITAL PROJECTS FUND	6/2023	352,499.57
307	APPROPRIATIONS GRANT FUND	6/2023	675.00
			801,285.61

ORDINANCE NO. 1272

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO THE REGULATION OF THE OPERATION OF MOBILE FOOD DISPENSING VEHICLES (MFDV) WITHIN THE CITY LIMITS, LAND DEVELOPMENT REGULATION TEXT AMENDMENT APPLICATION NO. 23-001-TA; AMENDING PART II OF THE CITY CODE OF ORDINANCES OF THE CITY OF OKEECHOBEE WITHIN CHAPTER 14 BUSINESSES, BY SPECIFICALLY AMENDING ARTICLE VI MFDV, ALLOWING FOR OPERATION OF MFDV AT HOUSES OF WORSHIP AND IN THE COMMERCIAL PROFESSIONAL OFFICE (CPO), LIGHT COMMERCIAL (CLT), HEAVY COMMERCIAL (CHV), CENTRAL BUSINESS DISTRICT (CBD), AND INDUSTRIAL (IND) ZONING DISTRICTS AND ALLOWING FOR OPERATION OF MFDV IN CONJUNCTION WITH A TEMPORARY USE PERMIT; AND WITHIN CHAPTER 90 ZONING, BY SPECIFICALLY AMENDING ARTICLE III DISTRICT AND DISTRICT REGULATIONS, ALLOWING FOR MFDV AS A SPECIAL EXCEPTION USE IN THE CPO, CLT, CHV, CBD, AND IND, ~~PUBLIC USE (PUB), AND RURAL HERITAGE (RH)~~ ZONING DISTRICTS AND ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governor of the State of Florida signed into law the Occupational Freedom and Opportunity Act (Senate Bill 474/House Bill 1171) ("Act"), which became effective on July 1, 2020; and

WHEREAS, the Act created Florida Statutes Section 509.102, "Mobile food dispensing vehicles; preemption," in which a municipality, county, or other local governmental entity may not require a separate license, registration, permit, or fee from MFDV and may not prohibit MFDV from operating within the entirety of the jurisdiction; and

WHEREAS, the City of Okeechobee, Florida (City) allows MFDV licensed by the Florida Department of Business and Professional Regulation (DBPR), which includes mobile hot dog carts and food trucks, to operate according to certain standards; and

WHEREAS, the Planning Board for said City, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as Land Development Regulation Text Amendment Application No. 23-001-TA, at duly advertised Public Hearings held on April 20, 2023, and May 18, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments, or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

WHEREAS, the City Council for said City considered the recommendations by the Planning Board and concludes that this Ordinance promotes the public health, safety, and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution; and

WHEREAS, the City Council for said City finds and determines that these changes, amendments, or modifications to the City's Code of Ordinances are consistent with all applicable policies including the Land Development Regulations and the said City adopted Comprehensive Plan and not in conflict with the public interest.

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

SECTION 1. RECITALS.

The foregoing "whereas" clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

SECTION 2. AMENDMENT TO CHAPTER 14 BUSINESSES.

That Part II of the City Code of Ordinances within Chapter 14 Businesses, is hereby amended to read as follows:

ARTICLE VI. MFDV

Section 14-300. Title.

This article shall be known and may be cited as the "Food Truck Ordinance."

Section 14-301. Authority.

This article is enacted under the home rule power of the City in the interest of the health, safety, peace, and general welfare of the people of the City.

Section. 14-302. Applicability.

This section applies to vendors operating MFDV as defined in Florida Statute.

Sections. 14-303—14-340. Reserved.

Section 14-341. MFDV Classifications.

- (1) *Classifications.* Mobile food establishments involving the use of a MFDV shall be classified as follows:
 - (a) *Class I - Mobile kitchens.* In addition to the vending of products allowed for Class II and Class III, these vehicles may cook, prepare, and assemble food items in the unit and serve a full menu. This also includes vending carts.
 - (b) *Class II - Canteen trucks.* These vehicles vend fruits, vegetables, precooked foods, pre-packaged foods, and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed.
 - (c) *Class III - Ice cream trucks.* These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based products and pre-packaged beverages.
 - (d) *Exclusions.* As used in this section, the term MFDV does not include minor children operating lemonade or soft drink stands, owners or operators of fresh fruit and/or vegetable stands or other raw, uncooked, unprepared, or nonedible perishable goods, or owners or operators of food or beverage self-service vending machines.

Sections. 14-342—14-360. Reserved.

Section 14-361. Operating without Special Exception Use Petition approval or Temporary Use Permit.

- (1) All classes of MFDV may operate on private property in the CPO, CLT, CHV, CBD, or IND zoning districts or on any property where a permanent house of worship use is located according to the following standards:
 - (a) Written, signed consent of the owner of the property on which the vehicle is operating shall be available upon request by a representative of the City or any regulating agency. The written consent shall specify the address and/or parcel identification number, and the approved operating days and times authorized by the owner.
 - (b) No more than two (2) MFDVs shall operate on one parcel at the same time.
 - (c) MFDV operations, including customer queuing/waiting area may not occupy more than 5 percent of the parking spaces required for the other active permitted use(s) on any parcel.
 - (d) Existing internal and external vehicle circulation patterns shall not be affected by MFDV operations. The MFDV operations shall not cause or increase vehicle queuing, congestion, or hazardous conditions.
 - (e) Freestanding signage for each MFDV is limited to one (1) non-affixed, A-frame ground sign to be no larger than 20-square feet in area (including both sides), to be removed once the MFDV is no longer operational.

- (f) Placement of tables, seating, and canopies is not permitted in association with MFDV operations.
- (g) All standards of Section 14-364 shall apply.
- (2) Class III vehicles may operate in the public right-of-way in any zoning district according to the following standards:
 - (a) The MFDV may not be stationary for periods exceeding 20-minutes and must not constitute a hazard to vehicular or pedestrian traffic at any time.
 - (b) No accessory or appurtenant structures or fixtures shall be erected, installed, or constructed, and no temporary awning or canopy may be employed.
 - (c) No tables, seating, or canopies may be provided.
 - (d) No sale of goods shall occur outside of any vehicle operating on public rights-of-way.
 - (e) Operation is limited to the hours between 9:00 a.m. and sundown, whatever time that may occur.
 - (f) No sale or distribution of alcoholic beverages is permitted.
 - (g) Short, pre-recorded amplified songs or tunes may be broadcast so long as they comply with the City Noise and Vibration Standards. Amplified music lyrics may not be broadcast at any time.
 - (h) All standards of Section 14-364 shall apply.

Section 14-362. Operating with a Special Exception Use Approval.

All classes of MFDVs may operate as a Special Exception Use in those zoning districts where MFDVs are listed as a Special Exception Use and only as approved through the Special Exception Use Petition process in accordance with any conditions and site design standards required as part of the Special Exception Use Petition approval. Application considerations are as follows:

- (1) A pre-petition meeting with City staff is recommended.
- (2) Upon determination by the City Administrator, a traffic impact study may be required.
- (3) A site plan shall be submitted demonstrating adequacy of parking, internal/external vehicular circulation, pedestrian safety, customer service area, compatibility with existing onsite and offsite uses.
- (4) Adequate sanitary facilities, utility, drainage, refuse management, emergency services and access, and similar necessary facilities and services will be available to serve employees and patrons.
- (5) All standards of Section 14-364.
- (6) Standards for granting a Special Exception Use provided in Section 70-373(b) and the findings for approval provided in Section 70-373(c).
- (7) The ultimate decision to approve, deny, or approve with conditions any Special Exception Use Petition shall be the responsibility of the City Board of Adjustment, which may impose any condition necessary to ensure compatibility of the proposed use and ensure public health, safety, and welfare.

Section 14-363. Operating with a Temporary Use Permit.

MFDVs may operate on private property, public property and on rights-of-way as authorized by a Temporary Use Permit and in accordance with any conditions of that permit. Guidelines for MFDV Temporary Use Permit conditions are as follows:

- (1) The MFDV operator shall produce a copy of the Temporary Use Permit for inspection upon request by a representative of the City or any regulating agency.
- (2) MFDV conducting business in conjunction with a City sanctioned event or activity, or events held on City owned or controlled property shall comply with all standards and requirements as established by the event coordinator and/or General Services Department, in addition to any applicable regulatory agency's regulations.
- (3) Adequate sanitary facilities, utility, drainage, refuse management, emergency services and access, and similar necessary facilities and services will be available to serve employees, patrons, or participants.
- (4) Where a tent or similar structure is to be used, such structure shall:
 - (a) Comply with the requirements of the Fire Marshal.
 - (b) Provide the City with a certificate of insurance to cover the liability of the applicant or sponsor.
 - (c) Demonstrate that the tent is flame resistant by providing a certificate of flame resistance or other assurance that the structure has been properly treated with a flame retarder and has been maintained as such.
- (5) Freestanding signage for each MFDV is limited to one (1) non-affixed, A-frame ground sign to be no larger than 20-square feet in area (including both sides), to be removed once the MFDV is no longer operational.
- (6) All standards of Section 14-364 shall apply.

Section 14-364. General Operating Standards.

The following standards shall apply to all MFDVs operating in the City unless otherwise stated in the conditions of a Special Exception Use Petition approval or Temporary Use Permit approval or otherwise stated elsewhere in this Chapter.

- (1) Any person engaged in selling, preparing, or dispensing food from a MFDV shall obtain the appropriate approvals and licenses from the State of Florida DBPR, Florida Department of Health, and/or the Florida Department of Agriculture and Consumer Services before operating and shall provide copies of all approvals and licenses upon request.
- (2) The operator of a MFDV shall provide the City, or other regulatory agencies, their Florida State sales tax number upon request and shall maintain display a current vehicle registration tag.
- (3) The operator shall make the MFDV available for routine inspections by the Fire Marshal, City Building Official, or City Code Enforcement Officer at any time requested and at any frequency deemed appropriate, while at location or in operation, to ensure compliance with all applicable Federal, State, and local fire safety statutes, regulations and codes, and local regulations of this Section.
- (4) The operator of the MFDV shall comply with all requirements of the most current edition of the Florida Fire Prevention Code (FFPC) and the National Fire Protection Association (NFPA). Upon inspection, if the Fire Marshal or an authorized designee determines any violations of the FFPC or NFPA exist, the mobile food establishment can be required to cease operations immediately.
- (5) Mobile food establishments shall have hand sanitizer, or similar, visible and readily available for customer use at all times during hours of operation.
- (6) MFDVs that remain operational on the same site for longer than three (3) consecutive hours must provide restrooms, or written consent from the property owner allowing public access to existing restrooms within 150-feet of the stationary vehicle.
- (7) MFDV operations shall not interfere with vehicular and pedestrian movement or visibility, block access to loading/service areas, emergency access and fire lanes, driveways, sidewalks, emergency exits, or damage landscaped areas on adjacent sites.

- (8) Except for Class III MFDVs operating in the right-of-way according to the provisions of Section 14-361(2), waste receptacles, not less than 32-gallons, shall be provided adjacent to the MFDV, for litter associated with the sales activity. The MFDV operator shall remove all litter, debris, and other waste attributable to the vendor and/or customers daily and ensure that waste disposal receptacle is not overfilled at any time.
- (9) Waste, fat, oil, grease, greywater, or similar substances shall not be discharged into any stormwater system, landscape area, sidewalks, or rights-of-way. MFDV operators are responsible for proper disposal of any waste material in accordance with Federal, State, County, or Municipal laws, rules, regulations, orders, or permits.
- (10) MFDVs shall not sell alcohol unless specifically licensed to do so and must provide copies of all alcohol-related licensing upon request.
- (11) Except for Class III vehicles operating in the rights-of-way according to the provisions of Section 14-361(2), a MFDV shall not make sounds, announcements, or amplify music to call attention to its vending or products either while traveling on public or private right-of-way or when stationary.
- (12) Using balloons, banners, snipe signs, large flashing lights, flags, or other similar devices to attract customers is prohibited, except in accordance with City Sign Regulations.
- (13) MFDVs shall not park within any required landscape buffers or stormwater retention/detention area.
- (14) MFDVs shall not obstruct the usage of American with Disabilities Act (ADA) accessible parking spaces or associated ADA access aisles.
- (15) Serving from a free-standing grill is prohibited.
- (16) It is prohibited to solicit sales of food or beverages by:
 - (a) Stopping passersby;
 - (b) Yelling or making loud noise to attract customers;
 - (c) Using sound amplification in such a manner as to unreasonably disturb peace, quiet and comfort; or
 - (d) Having an attraction which will blockade a street, sidewalk, or other public place.

Section 14-365. Enforcement.

- (1) Owners and operators of MFDV and property owners on which such vehicles operate, shall be jointly and severally liable for any violations of this Section, subject to the penalty provisions set forth in this Section.
- (2) City Code Enforcement shall be responsible for compliance with the provisions within Section 14-300. MFDVs operating in non-compliance of any of the provisions of this Section will have the option to immediately cease all operations and leave the location. If there is refusal to leave the site, a citation in the amount of no less than \$200.00 per infraction/per day will be issued to the landowner and the City Code Enforcement will bring forward a code compliance case against the underlying landowner with the intent of collecting the fine in accordance with City Code Enforcement procedure.

Sections. 14-366—14-380. Reserved.

SECTION 3. AMENDMENT TO CHAPTER 90 ZONING.

That Part II of the City Code of Ordinances within Chapter 90 Zoning is hereby amended to read as follows:

ARTICLE III. DISTRICTS AND DISTRICT REGULATIONS

DIVISION 6. CPO DISTRICT

Section 90-223. Special Exception Uses.

The following uses and structures are permitted in the CPO district after issuance of a Special Exception Use petition and may have additional conditions imposed at the time of approval:

- (1) Day care center.
- (2) Personal service and dry cleaning on premises.
- (3) Cafe.
- (4) Business school.
- (5) Private club.
- (6) House of worship.
- (7) Public facility and use.
- (8) Public utility.
- (9) Permitted uses in excess of 45-feet in height.
- (10) Adult family care homes, assisted living facility as defined in F.S. § 429.02(5).
- (11) Free-standing drive-up ATM which is owned and operated by a bank or other financial institution with an office located Okeechobee County.
- (12) One dwelling unit per commercial building, provided that the dwelling unit is located either above or behind the ground floor commercial use.
- (13) Pawnshop.
- (14) MFDV.

DIVISION 7. CLT DISTRICT

Section 90-253. Special Exception Uses.

The following uses and structures are permitted in the CLT district after issuance of a Special Exception Use Petition and may have additional conditions imposed at the time of approval:

- (1) Restaurant, take-out restaurant, cafe.
- (2) Dry cleaner/laundry, laundromat.
- (3) Private club, nightclub, and bar.
- (4) Business school.
- (5) Radio, television or cable reception, transmission or operational facilities.
- (6) Commercial indoor recreation.
- (7) Commercial parking garage or lot, taxi stand.
- (8) Outdoor vehicle sales lot.
- (9) House of worship.
- (10) Marina, dock, pier.
- (11) Enclosed storage.
- (12) Public facility or use.
- (13) Public utility.
- (14) Permitted uses in excess of 45-feet in height.
- (15) One dwelling unit per commercial building, provided that the dwelling unit is located either above or behind the ground floor commercial use.
- (16) Group home.
- (17) Adult family care homes, assisted living facilities as defined in F.S. § 429.02(5).
- (18) Nursing homes.
- (19) Taxidermist.
- (20) Free-standing drive-up ATM which is owned and operated by a bank or other financial institution with an office located in Okeechobee County.
- (21) Alcohol and drug rehabilitation center/detox center.
- (22) Recovery center/sober home.
- (23) Pawnshop.
- (24) MFDV.

DIVISION 8. CHV DISTRICT

Section 90-283. Special Exception Uses.

The following uses and structures are permitted in the CHV district after issuance of a Special Exception Use Petition and may have additional conditions imposed at the time of approval:

- (1) Drive-through service.
- (2) Auto service station, car wash.
- (3) Wholesale, warehouse not including bulk storage of flammable liquids.
- (4) Enclosed warehouse and storage.
- (5) Outdoor sales and storage, building trades contractor.
- (6) Flea market.
- (7) Mechanical and repair services.
- (8) Commercial outdoor recreation.
- (9) Veterinary service.
- (10) Crematory.
- (11) Marina, dock, pier.
- (12) Recreational vehicle park, for transient recreation use.
- (13) Radio, television or cable reception, transmission or operational facilities.
- (14) Public facility or use.
- (15) Public utility.
- (16) Permitted uses in excess of 45-feet in height.
- (17) One dwelling unit per commercial building, provided that the dwelling unit is located either above or behind the ground floor commercial use.
- (18) Outdoor vehicle sales lot.
- (19) House of worship.
- (20) Hospitals, which means in-patient hospital care.
- (21) Adult family care homes, assisted living facilities as defined in F.S. § 429.02(5).
- (22) Nursing homes.
- (23) Free-standing drive-up ATM which is owned and operated by a bank or other financial institution with an office located in Okeechobee County.
- (24) Alcohol and drug rehabilitation center/detox center.
- (25) Convenience store with fuel pumps.
- (26) Retail pool supplies and equipment (including storage of chemicals for use and/or retail sale).
- (27) Water treatment services (including storage of chemicals for use and/or retail sale).
- (28) Pest control (including storage of chemicals for use and/or retail sale).
- (29) MFDV.

DIVISION 9. CBD DISTRICT

Section 90-313. Special Exception Uses.

The following uses and structures are permitted in the CBD district after issuance of a Special Exception Use Petition and may have additional conditions imposed at the time of approval:

- (1) Drive-through service.
- (2) Auto service station, car wash.
- (3) Radio, television or cable reception, transmission or operational facilities.
- (4) Mechanical and repair services.
- (5) House of worship.
- (6) Marina, dock, pier.
- (7) Public facility or use.
- (8) Public utility.
- (9) Permitted uses in excess of 45-feet in height.
- (10) One dwelling unit per commercial building, provided that the dwelling unit is located either above or behind the ground floor commercial use.
- (11) Outdoor vehicle sales lot.
- (12) Free-standing drive-up ATM which is owned and operated by a bank or other financial institution with an office located in Okeechobee County.
- (13) Pawnshop.
- (14) MFDV.

DIVISION 10. IND DISTRICT

Section 90-343. Special Exception Uses.

The following uses and structures are permitted in the IND district after issuance of a Special Exception Use Petition and may have additional conditions imposed at the time of approval:

- (1) Manufacturing chemical or leather products.
- (2) Bulk storage of hazardous material and flammable liquid.
- (3) Salvage yard.
- (4) Other industrial uses not listed.
- (5) Reserved.
- (6) Crematory.
- (7) Fortuneteller.
- (8) Permitted uses in excess of 45-feet in height.
- (9) Outdoor vehicle sales lot.
- (10) Adult entertainment:
 - a. Notwithstanding any other provision of this Code, adult entertainment establishments subject to Article V, Chapter 14 of subpart A of this Code may not be permitted in any area of the City except as permitted within the IND district within the provisions and conditions of this Code.
 - b. Distance minimums. In addition to subsection (10)a of this Section, an adult establishment shall not be permitted to open, operate, or be enlarged so as to come within the following distances:
 1. 1000-feet of a permitted, preexisting adult entertainment establishment;
 2. 1000-feet of a preexisting commercial establishment that in any manner sells or dispenses alcoholic beverages for on-premises or off-premises consumption;
 3. 1000-feet of a preexisting religious institution;
 4. 1000-feet of a preexisting educational institution, or library;
 5. 500-feet of an area zoned for residential uses;
 6. 1000-feet of a park, whether improved or not;
 7. 200-feet of a preexisting government facility, and any half-way house.
- (11) Rehabilitation or half-way homes.
 - a. That as provided in Ordinance No. 967, and included in Section 38-43, rehabilitation facilities or half-way homes for treatment and rehabilitation of sexual offenders shall be a Special Exception Use in IND zoning categories, subject to the following restrictions.
 - b. That any such facility shall be subject to all state laws pertinent to such facilities under the Laws of Florida.
 - c. That such facility shall at no time house in excess of six (6) sexual offenders, excluding employees and staff of the facility.
 - d. That such facility shall be licensed by the State of Florida and be staffed by professional and licensed mental health care providers, and provide an organized course of treatment and rehabilitation recognized by the State of Florida and the standard of care recognized by the professions of psychology or psychiatry.
 - e. That such facility shall not be located within 1,000-feet of school, public or private; a child care facility, church, public park, adult entertainment facility or a zoning district of RSF-1; RSF-2; RMF.
 - f. That sexual offender is defined as any person convicted under the laws of the State of Florida or similar statutes of any other state, country or province, for an offense recognized as a sexual offense, regardless of degree of offense or whether adjudication of guilt was withheld by the court.
- (12) Nursing homes.
- (13) MFDV.

~~DIVISION 11. PUB DISTRICT~~

~~Section 90-373. Special Exception Uses.~~

~~Special Exception Uses in the PUB district are as follows:~~

- ~~(1) Public utility.~~
- ~~(2) Permitted uses in excess of 45 feet in height.~~
- ~~(3) Group home.~~
- ~~(4) MFDV.~~

~~DIVISION 15. RH DISTRICT~~

~~Section 90-436. Special Exception Uses.~~

~~The following uses and structures are permitted in the RH district after the issuance of a Special Exception Use Petition.~~

- ~~(1) Permitted uses in excess of 30 feet in height.~~
~~(2) Reserved MFDV.~~
~~(3) Reserved.~~

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

DIVISION 5. SIGNS

Section 90-570. Allowable temporary signs (no permit required).

- (a) Any temporary sign not complying with the requirements of this Section is illegal and subject to immediate removal by the City.
- (b) The following temporary signs are permitted without a sign permit, provided that the sign conforms to the requirements associated therewith. Further, these signs shall not be counted as part of the allowable number or area of freestanding or building signs.
 - (1) Signs to indicate that an owner is, either personally or through an agent, actively attempting to sell, rent, or lease property on which the sign is located, provided that the sign:
 - a. Does not include the price, terms or similar details.
 - b. Is not illuminated in any manner so as to create a traffic hazard or distraction, or constitute a nuisance to any adjacent or surrounding property.
 - c. Does not exceed 6-square feet in area in residential districts
 - d. Does not exceed 32-square feet in all other districts.
 - e. Is removed immediately after sale, lease or rental.
 - (2) Construction site identification signs provided that the sign:
 - a. Does not exceed 32-square feet in sign area.
 - b. Is not displayed more than 60-days prior to the beginning of actual construction of the project.
 - c. Is removed within 15-days after the issuance of the final certificate of occupancy.
 - d. Is removed if construction is not initiated within 60-days after the message is displayed, or if construction is discontinued for a period of more than 60-days, pending initiation or continuation of construction activities.
 - e. Is not located on a public right-of-way.
 - (3) Signs, including portable signs, to announce or advertise such temporary uses as fairs, carnivals, circuses, revivals, sporting events, festivals or any public, charitable educational or religious event or function, provided that the sign:
 - a. Is located on the lot same property where the event will occur or, if located elsewhere, the written consent of the property owner on which the sign(s) will be located has been obtained,
 - b. Is not displayed more than 14-days prior to the event, and
 - c. Is removed within three days after the event.
 - (4) Within the CBD District only, temporary portable signs placed on the City owned sidewalk in front of the business provided they do not interfere or endanger pedestrian traffic and are not displayed any time other than during the normal operating hours of the business.
 - (5) Except for Class III MFDVs operating in the right-of-way according to the provisions of Section 14-361(2), and unless otherwise permitted according to an approved Special Exception Use Petition or Temporary Use Permit, MFDV are allowed one (1) non-affixed, A-frame ground sign to be no larger than 20-square feet in area (including both sides), to be removed once the business is no longer operational.

SECTION 4. SEVERABILITY.

If any section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT.

All Sections or parts of sections of the City Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

SECTION 6: INCLUSION IN THE CODE OF ORDINANCES.

It is the intention of the City Council of said City, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

SECTION 7: EFFECTIVE DATE.
This Ordinance shall be effective upon final adoption on second reading.

INTRODUCED for **FIRST READING** and set for Final Public Hearing on this 20th day of June 2023.

ATTEST:

Dowling R. Watford Jr., Mayor

Lane Gamiotea, CMC, City Clerk

PASSED and **ADOPTED** after Second Reading and Final Public Hearing this 18th day of July 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, Esq.
City Attorney

V. **QUASI-JUDICIAL PUBLIC HEARING CONTINUED**

- A. Continued. Planner Smith, attending electronically via Zoom, presented the Planning Staff Report which finds the request is consistent with the City's Comprehensive Plan. Clerk Gamiotea stated for the record 22 courtesy notices were mailed to the surrounding property owners, advertisements, and one sign were properly posted, with no objections or comments received to date. There were no comments from the Council. **Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.**

MAYOR WATFORD CLOSED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:27 P.M.

VI. **MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:28 P.M.**

- A. Motion and second by Council Members Jarriel and McAuley to read by title only, proposed Ordinance No. 1274, amending and creating Code Enforcement Fine Reduction Procedures within Chapter 18 of the Code of Ordinances [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

Attorney Fumero read title of proposed Ordinance No. 1274 into the record as follows: **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO REQUESTS FOR CODE ENFORCEMENT FINE REDUCTIONS, AMENDING PART II OF THE CODE OF ORDINANCES OF THE CITY OF OKEECHOBEE WITHIN CHAPTER 18 CODE ENFORCEMENT, ARTICLE II CODE ENFORCEMENT PROCEDURE, BY SPECIFICALLY AMENDING SECTION 18-38 POWERS OF MAGISTRATE; SPECIFICALLY AMENDING SECTION 18-39 FINE REDUCTION REQUEST PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Motion and second by Council Members Jarriel and Chandler to adopt proposed Ordinance No. 1274. There were no comments from the public or Council. **Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.**

- B. Motion by Council Member Chandler, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1272, regarding Land Development Regulations (LDRs) Text Amendment Application No. 23-001-TA, amending and creating regulations for Mobile Food Dispensing Vehicles (MFDV) (food trucks) within Chapters 14 and 90 of the Code of Ordinances [as presented in **Exhibit 3**]. **Motion Carried Unanimously.**

Attorney Fumero read the title of proposed Ordinance No. 1272 into the record as follows: **“AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO THE REGULATION OF THE OPERATION OF MFDV WITHIN THE CITY LIMITS, LDR TEXT AMENDMENT APPLICATION NO. 23-001-TA; AMENDING PART II OF THE CITY CODE OF ORDINANCES OF THE CITY OF OKEECHOBEE WITHIN CHAPTER 14 BUSINESSES, BY SPECIFICALLY AMENDING ARTICLE VI MFDV, ALLOWING FOR OPERATION OF MFDV AT HOUSES OF WORSHIP AND IN THE COMMERCIAL PROFESSIONAL OFFICE (CPO), LIGHT COMMERCIAL (CLT), HEAVY COMMERCIAL (CHV), CENTRAL BUSINESS DISTRICT (CBD), AND IND ZONING DISTRICTS AND ALLOWING FOR OPERATION OF MFDV IN CONJUNCTION WITH A TEMPORARY USE PERMIT; AND WITHIN CHAPTER 90 ZONING, BY SPECIFICALLY AMENDING ARTICLE III DISTRICT AND DISTRICT REGULATIONS, ALLOWING FOR MFDV AS A SPECIAL EXCEPTION USE IN THE CPO, CLT, CHV, CBD, IND, PUBLIC USE (PUB), AND RURAL HERITAGE (RH) ZONING DISTRICTS AND ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Motion and second by Council Members Chandler and McAuley to approve the first reading and set July 18, 2023, as the final adoption date for proposed Ordinance No. 1272.

Planner Smith reviewed 2020 legislation that pre-empted local governments from prohibiting MFDV in all zoning districts. The proposed Ordinance was discussed at a Planning Board Workshop on March 16, 2023, and Planning Board meetings on April 20, 2023, and May 16, 2023. Mayor Watford opened the floor for public comment. There were no comments from the public. Following a discussion, Council Member Jarriel made a motion to amend proposed Ordinance No. 1272, to only allow the operation of MFDV within the IND zoning districts. Motion failed due to lack of a second.

Motion by Vice Mayor Clark, second by Council Member Jarriel to amend proposed Ordinance No. 1272 to only allow MFDV in zoning districts restaurants are currently allowed in. Planner Smith clarified the motion to amend would remove allowing MFDV by special exception use in the PUB and RH zoning districts. **Motion to Amend Carried Unanimously. Vote on Motion As Amended Carried Unanimously.**

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 7:17 P.M.



**CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD MEETING
MAY 18, 2023
SUMMARY OF BOARD ACTION**

I. CALL TO ORDER

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, May 18, 2023, at 6:03 P.M. in the City Council Chambers, located at 55 Southeast (SE) Third Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

II. ATTENDANCE

Roll was taken by Board Secretary Patty Burnette. Chairperson Dawn Hoover, Board Members Phil Baughman, Karyne Brass, Rick Chartier, Mac Jonassaint, and Alternate Board Members Jon Folbrecht and Jim Shaw were present. Vice Chairperson Doug McCoy, and Board Member Carl Berlin, Jr., were absent with consent. Chairperson Hoover moved Alternate Board Members Folbrecht and Shaw to voting position.

III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Chartier, seconded by Member Jonassaint to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

IV. MINUTES

- A. Motion by Member Brass, seconded by Member Folbrecht to dispense with the reading and approve the April 20, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:05 P.M.

- A. Continued from the April 20, 2023, Meeting, Land Development Regulation (LDR) Text Amendment Application No. 23-001-TA, proposes to amend Chapters 14, Businesses, and 90, Zoning, of the Code of Ordinances, by adding Section VI to allow food trucks as a Special Exception use in the Central Business District (CBD), Heavy Commercial (CHV), Light Commercial (CLT), Commercial Professional Office (CPO), Industrial (IND), Public Use (PUB), and Rural Heritage (RH), Zoning Districts; and create supplemental use standards for food trucks.
 - 1. City Planning Consultant Mr. Ben Smith of Morris-Depew Associates, Inc. briefly explained at the April 20, 2023, Meeting, the Board discussed Mobile Food Dispensing Vehicles (MFDVs) and that in 2020, Governor DeSantis signed into law Senate Bill 474/House Bill 1171, which then enacted Florida Statute 509.102. This law preempts local governments from entirely prohibiting MFDVs within their jurisdiction and requiring a separate license, registration, permit, or fee, other than what is required through the Florida Department of Business and Professional Regulation. He then reviewed a proposed ordinance which included classifications of different MFDVs; regulations for operating without special exception approval or a temporary use permit on private property in the IND, CHV, CLT, CBD, or CPO Zoning Districts or on any property where a permanent house of worship is located; operating with a special exception approval and operating with a temporary use permit; general operating standards and enforcement. He also briefly discussed Martin County's ordinance on the same topic. City Attorney Greg Hyden, of Nason, Yeager, Gerson, Harris and Fumero, provided a copy to the Board and discussed the main components of a simpler proposed version.
 - 2. Mr. Octavio Montiel, 8600 Southwest (SW) 9th Street, and Ms. Dennise Rodriguez, 3616 SW 19th Street, of Okeechobee, Florida, requested clarification where MFDVs would be permitted, with and without permission. Board Secretary Burnette read into the record an email dated April 20, 2023, from Ms. Ashley Sexton, voicing her support of MFDVs [copy has been made part of the official minute packet].

V. PUBLIC HEARING ITEMS CONTINUED

3. No Ex-Parte disclosures were offered.
 4. Motion by Member Chartier, seconded by Member Folbrecht to recommend approval to the City Council for LDR Text Amendment Application No. 23-001-TA, as presented in [Exhibit 1 by the Planning Consultant]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for June 20, 2023, and July 18, 2023, meeting. **Motion Carried six to one, Member Brass voting No.**
- B. Consider LDR Text Amendment Application No. 23-002-TA, which proposes to amend Chapter 78, Land Development Standards, Article IV, Stormwater Management, to reflect changes in the State stormwater management regulations.
1. City Attorney Hyden briefly reviewed the proposed ordinance stating this proposed language is needed to basically come into compliance with the South Florida Water Management District.
 2. Public Works Director David Allen advised that basically the City follows these procedures already and now there is a little more criteria and enforcement when dealing with Illicit discharge.
 3. No Ex-Parte disclosures were offered.
 4. Motion by Member Chartier, seconded by Member Baughman to recommend approval to the City Council for LDR Text Amendment Application No. 23-002-TA, as presented in [Exhibit 2]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for June 20, 2023, and July 18, 2023, meeting. **Motion Carried Unanimously.**
- C. Consider LDR Text Amendment Application No. 23-003-TA, which proposes to amend Chapter 90, Zoning, Article III, Districts and District Regulations, by adding Section 90-84, regulating the installation and removal of storm shutters.
1. City Attorney Hyden briefly reviewed the proposed ordinance explaining this is needed due to Fire and Building codes for ingress and egress safety.
 2. Board Secretary Burnette read into the record an email dated May 16, 2023, from Mrs. Raia Black, 1521 SW 7th Avenue, Okeechobee, Florida, which asked questions about procedures for seasonal residents [copy has been made part of the official minute packet].
 3. No Ex-Parte disclosures were offered.
 4. Motion by Member Brass, seconded by Member Folbrecht to recommend approval to the City Council for LDR Text Amendment Application No. 23-003-TA, as presented in [Exhibit 3] with removal of the last sentence in Section 90-84 (b) which reads “coverings which remain on the structure pursuant to this subsection shall be designed or painted to match or complement the color of the walls or trim of the building”. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for June 20, 2023, and July 18, 2023, meeting. **Motion Carried Unanimously.**

CHAIRPERSON HOOVER CLOSED THE PULIC HEARING AT 7:29 P.M.

VI. CITY ADMINISTRATOR UPDATE

No updates provided at this time.

VII. ADJOURNMENT

Chairperson Hoover adjourned the meeting at 7:29 P.M.

Submitted by:

Patty M. Burnette, Secretary

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



**CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD MEETING
APRIL 20, 2023
SUMMARY OF BOARD ACTION**

I. CALL TO ORDER

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, April 20, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) Third Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Mr. Noel Chandler; followed by the Pledge of Allegiance.

II. ATTENDANCE

Roll was taken by Board Secretary Patty Burnette. Chairperson Dawn Hoover, Board Members Phil Baughman, Karyne Brass, Rick Chartier, Mac Jonassaint and Alternate Board Members Jon Folbrecht and Jim Shaw were present. Vice Chairperson Doug McCoy, and Board Member Carl Berlin, Jr., were absent with consent. Chairperson Hoover moved Alternate Board Members Folbrecht and Shaw to voting position.

III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Jonassaint, seconded by Member Brass to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

IV. MINUTES

- A. Motion by Member Brass, seconded by Member Jonassaint to dispense with the reading and approve the February 16, 2023, Regular Meeting minutes and the March 16, 2023, Workshop Meeting minutes. **Motion Carried Unanimously.**

V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:03 P.M.

- A. Land Development Regulation (LDR) Text Amendment Application No. 23-001-TA proposes to amend Chapters 14 and 90 of the City's Code of Ordinances to allow and regulate the operation of Mobile Food Dispensing Vehicles (MFDVs).
 - 1. City Planning Consultant Mr. Ben Smith of Morris-Depew Associates, Inc. gave a brief overview for those not in attendance at the March 16, 2023, Workshop Meeting. He then reviewed a proposed ordinance which included classifications of different MFDVs, regulations for operating on private property, operating by right in the Industrial (IND) Zoning District, possible Special Exception and Temporary Use Permit processes in other zoning districts, operating in the public rights-of-way, general operating standards, and enforcement.
 - 2. Justin and Dmitri Bellamy, 1116 20th Street, Octavio and Joie Montiel, 8600 Southwest (SW) 9th Street, Tommy and Jennifer Harden, 81 SW 21st Terrace, Briana Leske, 10200 Northeast (NE) 12th Street, and James Crowley, 307 Northwest (NW) 3rd Street, all of Okeechobee, Florida, spoke regarding MFDVs currently not being allowed to operate on properties without owners written permission, as they would lose their licenses otherwise; that MFDVs must pay taxes, insurance, and have repeated inspections that are costly. MFDVs owners would like to operate on a Peddlers Permit or similar to such in the City of Okeechobee and have minimal restrictions.
 - 3. There were no Ex-Parte disclosures offered.
 - 4. After a lengthy discussion among the Board and direction to the Planner to review some other local jurisdiction's ordinances, a motion was made by Member Folbrecht, seconded by Member Chartier, to continue LDR Text Amendment Application No. 23-001-TA as presented in [Exhibit 1] to the May 18, 2023, meeting. **Motion Carried Unanimously.**

QUASI-JUDICIAL ITEM

- B. Rezoning Petition No. 23-001-R, requests to rezone 0.36± unplatted acres from Holding (H) to IND, located contiguous to the West-side of the East City Limits Boundary Line, North of the railroad tracks, and South of NE 12th Avenue for the proposed use of outdoor storage.

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, Florida 39974-2903
Phone: (863) 763-3372, ext. 218
Fax: (863) 763-1686

Date: 3-21-23	Petition No. 23-001-TA
Fee Paid: N/A	Jurisdiction: PB & CC
1 st Hearing: 4-20-23 5-18-23	2 nd Hearing: 5-16 & 6-20-23
Publication Dates:	6-20 & 7-18-23
Notices Mailed:	N/A

Application Continued....

APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS

APPLICANT INFORMATION

1 Name of Applicant: City of Okeechobee
2 Mailing address: 55 SE 3rd Avenue
3 E-mail address:
4 Daytime phone(s):

5 Do you own residential property within the City? ☐ Yes ☐ No
If yes, provide address(es)
N/A

6 Do you own nonresidential property within the City? ☐ Yes ☐ No
If yes, provide address(es)
N/A

REQUEST INFORMATION

7 Request is for: ☒ Text change to an existing section of the LDRs
☐ Addition of a permitted use ☐ Deletion of a permitted use
☒ Addition of a special exception use ☐ Deletion of a special exception use
☐ Addition of an accessory use ☐ Deletion of an accessory use

8 Provide a detailed description of text changes to existing section(s) showing deletions in ~~strikeout~~ and additions in underline format. (This description may be provided on separate sheets if necessary.)

See proposed ordinance

9	<p>Provide a detailed listing of use(s) to be added or deleted and the zoning district(s) and section(s) to be changed. (This description may be provided on separate sheets if necessary.)</p> <p><i>See proposed ordinance</i></p>
	REQUIRED ATTACHMENTS
10	<p>Non-refundable application fee of \$500</p> <p>Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges – When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.</p>

Confirmation of Information Accuracy

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

Signature _____

Printed Name _____

Date

3-21-23

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 218

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, Florida 39974-2903
Phone: (863) 763-3372, ext. 218
Fax: (863) 763-1686

Date: 4-20-23 Petition No. 23-002-TA
Fee Paid: N/A Jurisdiction: PB+CC
1st Hearing: 5-18-23 2nd Hearing: 6-20 & 7-18-23
Publication Dates:
Notices Mailed: N/A

APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS

APPLICANT INFORMATION

- 1 Name of Applicant: City of Okeechobee
- 2 Mailing address: 55 SE 3rd Avenue
- 3 E-mail address:
- 4 Daytime phone(s):
- 5 Do you own residential property within the City? ☐ Yes ☐ No
If yes, provide address(es)
N/A
- 6 Do you own nonresidential property within the City? ☐ Yes ☐ No
If yes, provide address(es)
N/A

REQUEST INFORMATION

- 7 Request is for: ☒ Text change to an existing section of the LDRs
Additional sections
☐ Addition of a permitted use ☐ Deletion of a permitted use
☐ Addition of a special exception use ☐ Deletion of a special exception use
☐ Addition of an accessory use ☐ Deletion of an accessory use
- 8 Provide a detailed description of text changes to existing section(s) showing deletions in ~~strikeout~~ and additions in underline format. (This description may be provided on separate sheets if necessary.)
See proposed Ordinance

Provide a detailed listing of use(s) to be added or deleted and the zoning district(s) and section(s) to be changed. (This description may be provided on separate sheets if necessary.)

See proposed Ordinance

9

REQUIRED ATTACHMENTS

10

Non-refundable application fee of \$500

Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges – When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.

Confirmation of Information Accuracy

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

Signature

Printed Name

Date

4-20-23

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 218

**FINDINGS REQUIRED FOR GRANTING A
CHANGE IN LAND DEVELOPMENT REGULATIONS
(Sec. 70-340, LDR page CD70:16 as modified for a text amendment)**

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

1. Are not contrary to Comprehensive Plan requirements.
2. Are compatible with the intent of the LDRs and specifically the intent of the zoning district(s) affected.
3. Will not have an adverse effect on the public interest.
4. Are appropriate for the locations proposed and reasonably compatible with other land uses allowed in the zoning districts affected, and is not contrary or detrimental to urbanizing land use patterns.
5. Will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of other properties in the zoning district(s) affected or nearby thereto.
6. Can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.
7. Will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.
8. Will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
9. Will not inordinately burden properties in the affected zoning districts by unnecessary restrictions.

Your responses to these findings should be as descriptive as possible. Attach additional pages as may be necessary to adequately make your case. The City will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT REGULATIONS, CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW SECTION 90-84, DEFINING PERIODS DURING WHICH STORM SHUTTERS MAY NOT REMAIN IN PLACE AND PROVIDING EXCEPTIONS, AS SUBMITTED IN LAND DEVELOPMENT TEXT AMENDMENT APPLICATION NO. 23-003-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida (City), has adopted Ordinance Number 716, as amended, known as the Land Development Regulations (LDRs); and

WHEREAS, the City has a legitimate interest in periodic review of its Ordinances and LDRs in order to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

WHEREAS, the Planning Board for the City, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as LDR Text Amendment Application No. 23-003-TA, at a duly advertised Public Hearing held on May 18, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments, or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

WHEREAS, the City Council for the City considered the recommendations by the Planning Board and concludes that this Ordinance promotes the public health, safety, and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution; and

WHEREAS, the City Council for the City finds and determines that these changes, amendments, or modifications to the City's Code of Ordinances are consistent with all applicable policies including the LDRs and the City's adopted Comprehensive Plan and not in conflict with the public interest.

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

SECTION 1: RECITALS.

The foregoing "whereas" clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

SECTION 2: AMENDMENT TO CHAPTER 90 ZONING.

That Part II of the Code of Ordinances, Subpart B LDRs, Chapter 90, Zoning, Article III District and District Regulations, Division 1 Generally, is hereby amended to read as follows:

~~Section 90-84—90-100. Reserved.~~

Section 90-84. Periods during which storm shutters may not remain in place; exceptions.

- (a) During the period starting on December 1 and ending on May 31, inclusive,
- (1) Storm shutters or storm panel systems permanently installed, hung, or attached to a building which serve both as architectural features on the building and as protective coverings when closed in the event of a storm shall not remain in a closed/secured position so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or storm panel systems are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.
- (2) Storm shutters or hurricane protection devices that are composed of removable panels shall not be installed so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or hurricane protection devices are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.
- (b) Notwithstanding the above, residents who are planning to be away from the City during hurricane season may be permitted to install storm shutters, storm panels, or hurricane protection devices even when no storm warning or watch has been issued by providing notification to the City General Services Department through the submission of a Storm Protection Extended Duration Notice prior to any proposed period of absence. The Notice shall include statements which certify that the residence will remain vacant during the resident's absence from the City and the exact duration of such vacancy during the hurricane season. The Storm Protection Extended Duration Notice will be made available on the City website.
- (c) Nothing hereinabove shall be construed as to conflict with the Florida Building Code or the Florida Fire Prevention Code as administered by the appropriate City official(s).

Section 90-85—90-100. Reserved.

SECTION 3: CONFLICT.

All Sections or parts of Sections of the City Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

SECTION 4: INCLUSION IN THE CODE OF ORDINANCES.

It is the intention of the City Council of the City, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of Ordinances, that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

SECTION 5: SEVERABILITY.

If any Section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 6: EFFECTIVE DATE.
This Ordinance shall be effective immediately upon final adoption on second reading.

INTRODUCED for First Reading and set for Final Public Hearing on this 20th day of June 2023.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second Reading and Final Public Hearing this 18th day of July 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:	_____	_____	_____	_____
Council Member/Vice Mayor Clark:	_____	_____	_____	_____
Council Member Jarriel:	_____	_____	_____	_____
Council Member McAuley:	_____	_____	_____	_____
Mayor Watford:	_____	_____	_____	_____

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney



City of Okeechobee, Florida
Building and Permitting Department

55 SE Third Avenue

Room 101

Okeechobee, FL 34974

FAX: 863-763-1686

Scanned documents: info@cityofokeechobee.com

For questions, please contact 863-763-9821

STORM PROTECTION EXTENDED DURATION NOTICE

Owner: _____

Address: _____

Emergency Contact Person: _____

Emergency Phone Number: _____

Date of Vacancy: _____ **Date of Return:** _____

Submitting this notice means that you are vacating the property and installing opening protection for the above stated dates between June 1st and November 30th. During this period no one shall occupy the premises and you are aware that all window protections utilized shall comply fully with the "Florida Building Code" and City of Okeechobee ("City") Code of Ordinances, specifically Ordinance 2023-003 amending City Code Chapter 90.

Owner Signature

Date

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____ on this
_____ day of _____, 2023 and is personally known to me or produced
_____ as identification.

[Seal]

Notary Signature

Notary name printed or typed

VII. UNFINISHED BUSINESS

- A. Continued discussion [from June 6, 2023] on the Motion on the floor made by Council Members Chandler and McAuley to adopt proposed Resolution No. 2023-02, amending the schedule of rates, fees, and charges for building permits and plan reviews by the Building Official [as presented in **Exhibit 4**]. **Motion Failed Unanimously.**

VIII. NEW BUSINESS

- A. Ms. Deborah Perez of WM, (f/k/a Waste Management) provided an update on the changes to the collection methods and requirements, as approved in the Sixth Amendment to the Franchise Agreement. WM will be providing 96-gallon beige carts for yard waste, 65-gallon blue carts for recyclables, and 96-gallon green carts for garbage to City residents in October or November 2023. In order for WM to collect any waste, it must be in the correctly designated cart, or the customers will be charged additional fees. She reviewed the annual Consumer Price Index which was increased in 2022 and acknowledged the confusion due to WM being late in providing the information to the customers.
- B. Mr. Ilan Kaufer gave an update on Florida Power and Light (FPL) operations utilizing a 15-slide power point presentation, which has been incorporated into the official Minute File, labeled as Exhibit 8. He reviewed the measures taken for annual storm preparation, including their commitment to partnering with local leaders to identify critical infrastructure, and the restoration process. Highlighted FPL's commitment to delivering the best energy value, the Okeechobee Clean Energy Center, and the Solar Energy Center.
- C. Motion by Vice Mayor Clark, second by Council Member Jarriel to name Mayor Watford as the Voting Delegate for the Florida League of Cities Annual Conference on August 10 through 12, 2023 [as presented in **Exhibit 5**]. **Motion Carried Unanimously.**
- D. Motion and second by Council Members Chandler and Jarriel to renew the Public Risk Group Health Insurance contract for 2023-24 [as presented in **Exhibit 7**, distributed at the meeting]. Following a discussion, **Motion Carried Unanimously.**
- E. Motion by Council Member Jarriel, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1276, for LDRs Text Amendment Application No. 23-003-TA, adding storm shutter regulations within Chapter 90 of the Code of Ordinances [as presented in **Exhibit 6**]. **Motion Carried Unanimously.**

Attorney Fumero read into the record the title of proposed Ordinance No. 1276 as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LDRS, CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW SECTION 90-84, DEFINING PERIODS DURING WHICH STORM SHUTTERS MAY NOT REMAIN IN PLACE AND PROVIDING EXCEPTIONS, AS SUBMITTED IN LAND DEVELOPMENT TEXT AMENDMENT APPLICATION NO. 23-003-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Council Member Chandler, second by Vice Mayor Clark to approve the first reading and set July 18, 2023, as the final adoption date for proposed Ordinance No. 1276. **Motion Carried Unanimously.**

- F. Motion and second by Council Members Jarriel and McAuley to change the times of the August 1 and August 15, 2023, meetings to begin at 5:00 P.M., [Budget Workshops to be held at the end of the meeting]. **Motion Carried Unanimously.**

IX. CITY ATTORNEY UPDATE

- Involved in reviewing all items/materials on agenda.

X. CITY ADMINISTRATOR UPDATE

- Announced the students involved in the Junior Leadership Camp, organized by the Okeechobee County Economic Development Corporation, would be visiting for tours of City Hall and participating in a Mock City Council Meeting on June 26, 2023;
- Funding for the improvements to City Hall, but not for the police radios, was included in the signed Budget by Governor DeSantis.
- Continuing to work with the South Florida Water Management District on the stormwater permit for the Commerce Center.

V. PUBLIC HEARING ITEMS CONTINUED

3. No Ex-Parte disclosures were offered.
 4. Motion by Member Chartier, seconded by Member Folbrecht to recommend approval to the City Council for LDR Text Amendment Application No. 23-001-TA, as presented in [Exhibit 1 by the Planning Consultant]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for June 20, 2023, and July 18, 2023, meeting. **Motion Carried six to one, Member Brass voting No.**
- B. Consider LDR Text Amendment Application No. 23-002-TA, which proposes to amend Chapter 78, Land Development Standards, Article IV, Stormwater Management, to reflect changes in the State stormwater management regulations.
1. City Attorney Hyden briefly reviewed the proposed ordinance stating this proposed language is needed to basically come into compliance with the South Florida Water Management District.
 2. Public Works Director David Allen advised that basically the City follows these procedures already and now there is a little more criteria and enforcement when dealing with Illicit discharge.
 3. No Ex-Parte disclosures were offered.
 4. Motion by Member Chartier, seconded by Member Baughman to recommend approval to the City Council for LDR Text Amendment Application No. 23-002-TA, as presented in [Exhibit 2]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for June 20, 2023, and July 18, 2023, meeting. **Motion Carried Unanimously.**
- C. Consider LDR Text Amendment Application No. 23-003-TA, which proposes to amend Chapter 90, Zoning, Article III, Districts and District Regulations, by adding Section 90-84, regulating the installation and removal of storm shutters.
1. City Attorney Hyden briefly reviewed the proposed ordinance explaining this is needed due to Fire and Building codes for ingress and egress safety.
 2. Board Secretary Burnette read into the record an email dated May 16, 2023, from Mrs. Raia Black, 1521 SW 7th Avenue, Okeechobee, Florida, which asked questions about procedures for seasonal residents [copy has been made part of the official minute packet].
 3. No Ex-Parte disclosures were offered.
 4. Motion by Member Brass, seconded by Member Folbrecht to recommend approval to the City Council for LDR Text Amendment Application No. 23-003-TA, as presented in [Exhibit 3] with removal of the last sentence in Section 90-84 (b) which reads "coverings which remain on the structure pursuant to this subsection shall be designed or painted to match or complement the color of the walls or trim of the building". The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for June 20, 2023, and July 18, 2023, meeting. **Motion Carried Unanimously.**

CHAIRPERSON HOOVER CLOSED THE PUBLIC HEARING AT 7:29 P.M.

VI. CITY ADMINISTRATOR UPDATE

No updates provided at this time.

VII. ADJOURNMENT

Chairperson Hoover adjourned the meeting at 7:29 P.M.

Submitted by:

Patty M. Burnette, Secretary

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

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, Florida 39974-2903
Phone: (863) 763-3372, ext. 218
Fax: (863) 763-1686

Date: 4-20-23
Petition No. 23-003-TA
Fee Paid: N/A
Jurisdiction: PB+CC
1st Hearing: 5-18-23
2nd Hearing: 6-20 & 7-18-23
Publication Dates: PB: 5/3 & 5/10
7/5
Notices Mailed: N/A

APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS

APPLICANT INFORMATION

1 Name of Applicant: City of Okeechobee

2 Mailing address: 55 SE 3rd Avenue

3 E-mail address:

4 Daytime phone(s):

5 Do you own residential property within the City? ☐ Yes ☐ No

If yes, provide address(es)

N/A

6 Do you own nonresidential property within the City? ☐ Yes ☐ No

If yes, provide address(es)

N/A

REQUEST INFORMATION

7 Request is for: ☐ Text change to an existing section of the LDRs

☐ Addition of a permitted use

☐ Deletion of a permitted use

☐ Addition of a special exception use

☐ Deletion of a special exception use

☐ Addition of an accessory use

☐ Deletion of an accessory use

8 Provide a detailed description of text changes to existing section(s) showing deletions in ~~strikeout~~ and additions in underline format. (This description may be provided on separate sheets if necessary.)

Provide a detailed listing of use(s) to be added or deleted and the zoning district(s) and section(s) to be changed. (This description may be provided on separate sheets if necessary.)

See proposed ordinance

9

REQUIRED ATTACHMENTS

10

Non-refundable application fee of \$500

Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges –
When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.

Confirmation of Information Accuracy

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

Signature

Printed Name

Date

4-20-23

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 218

**FINDINGS REQUIRED FOR GRANTING A
CHANGE IN LAND DEVELOPMENT REGULATIONS
(Sec. 70-340, LDR page CD70:16 as modified for a text amendment)**

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

1. Are not contrary to Comprehensive Plan requirements.
2. Are compatible with the intent of the LDRs and specifically the intent of the zoning district(s) affected.
3. Will not have an adverse effect on the public interest.
4. Are appropriate for the locations proposed and reasonably compatible with other land uses allowed in the zoning districts affected, and is not contrary or detrimental to urbanizing land use patterns.
5. Will not adversely affect property values or living conditions, or be a deterrent to the improvement or development of other properties in the zoning district(s) affected or nearby thereto.
6. Can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.
7. Will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.
8. Will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
9. Will not inordinately burden properties in the affected zoning districts by unnecessary restrictions.

Your responses to these findings should be as descriptive as possible. Attach additional pages as may be necessary to adequately make your case. The City will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B-LAND DEVELOPMENT REGULATIONS, CHAPTER 90-SUBDIVISIONS, DIVISION 1.-GENERALLY; ADDING A NEW SECTION 90-84 DEFINING PERIODS DURING WHICH STORM SHUTTERS MAY NOT REMAIN IN PLACE AND PROVIDING EXCEPTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida, has adopted Ordinance Number 716, as amended, known as the Land Development Regulations; and

WHEREAS, the City of Okeechobee, Florida, has a legitimate interest in periodic review of its Ordinances and Land Development Regulations in order to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

WHEREAS, the Planning Board for the City of Okeechobee, Florida, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as Land Development Regulation Text Amendment Application No. 23-_____, at a duly advertised Public Hearing held on _____, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

WHEREAS, the City Council for the City of Okeechobee, Florida, considered the recommendations by the Planning Board and concludes that enacting such amendments to be in the best interest of its citizens of said City, that said amendments are necessary and appropriate to make the Land Development Regulations more consistent and responsive to the needs of the City and its citizens; and

WHEREAS, for purposes of this Ordinance, underlined type shall denote additions to and ~~strike-through~~ shall denote deletions from the original text;

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

SECTION 1: Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference:

SECTION 2: Amendment and Adoption to Chapter 90.

That the City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 90-Subdivisions, Division 1.-Generally, by adding a new section 90-84 as follows:

Sec. 90-84. Periods during which storm shutters may not remain in place; exceptions.

(a) During the period starting on December 1 and ending on May 31, inclusive,

(i) Storm shutters or storm panel systems permanently installed, hung, or attached to a building which serve both as architectural features on the building and as protective coverings when closed in the event of a storm shall not remain in a closed/secured position so as to block windows or doors unless a hurricane or tropical storm "warning" or "watch" has been issued. In the event of the issuance of a hurricane or tropical storm "warning" or "watch", storm shutters or storm panel systems are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within two (2) weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the two-week period, a new two-week period shall begin upon the publication of a new hurricane or tropical storm warning.

(ii) storm shutters or hurricane protection devices that are composed of removable panels shall not be installed so as to block windows or doors unless a hurricane or tropical storm "warning" or "watch" has been issued. In the event of the issuance of a hurricane or tropical storm "warning" or "watch", storm shutters or hurricane protection devices are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within two (2) weeks of the end of

the storm event. If a hurricane or tropical storm watch occurs during the two-week period, a new two-week period shall begin upon the publication of a new hurricane or tropical storm warning.

(b) Notwithstanding the above, residents who are planning to be away from the city during hurricane season may be permitted to install storm shutters, storm panels, or hurricane protection devices even when no storm "warning" or "watch" has been issued by providing notification to the city general services department through the submission of a "storm protection extended duration notice" form prior to any proposed period of absence. The notice form shall include statements which certify that the residence will remain vacant during the resident's absence from the city and the exact duration of such vacancy during the hurricane season. The storm protection extended duration notice form will be made available on the city website for the convenience of the city residents who are planning to be away. Coverings which remain on the structure pursuant to this subsection shall be designed or painted to match or complement the color of the walls or trim of the building.

(c) Nothing hereinabove shall be construed as to conflict with the Florida Building Code or the Florida Fire Prevention Code as administered by the appropriate city official(s).

SECTION 3: CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: INCLUSION IN THE CODE. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Okeechobee.

SECTION 5: SEVERABILITY. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 6: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

INTRODUCED for First Reading and set for Final Public Hearing on this ____ day of ____.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this ____ day of ____ **2023**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

ORDINANCE NO. 1277

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FUTURE LAND USE MAP ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM COMMERCIAL (C) TO MULTI-FAMILY RESIDENTIAL (MFR), APPLICATION NO. 23-001-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes provides for amendment to Adopted Comprehensive Plans; and

WHEREAS, the City has received and reviewed Application No. 23-001-SSA, submitted by property owner Roland Mossel for a small-scale amendment to the Future Land Use Map of the City's Comprehensive Plan, and said Application being reviewed by the City's Planning Board, acting as the Local Planning Agency, at a duly advertised Public Hearing held on June 15, 2023, which determined such request to be consistent with the Comprehensive Plan and consistent with the pattern of future land uses within the City; and

WHEREAS, the City Council has agreed with the recommendation of the Planning Board and finds that the proposed Application complies with the requirements of Florida Statute 163, Part II, and that the proposed Application is consistent with the Comprehensive Plan and appropriate to the future land uses within the City.

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

SECTION 1: SHORT TITLE.

THIS ORDINANCE shall be known as a "City of Okeechobee Small Scale Development Activities Comprehensive Plan Amendment," pursuant to F.S. 163.3187, and shall be effective within the City limits of the City of Okeechobee, Florida.

SECTION 2: AUTHORITY.

This City of Okeechobee Small Scale Development Activities Comprehensive Plan Amendment is adopted pursuant to the provisions of Chapter 163.3187, Part II, Florida Statutes.

SECTION 3: REVISIONS TO THE FUTURE LAND USE MAP.

The following described land consisting of approximately 0.33 acres is hereby re-designated for purposes of the Future Land Use Map of the City of Okeechobee Comprehensive Plan:

1. Application No. 23-001-SSA, from C to MFR. The Legal Description of the Subject Property is as follows:

LOTS 25 AND 26 OF BLOCK 19, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 4: INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN.

It is the intention of the City Council of the City of Okeechobee, Florida that the provisions of this Ordinance, and the revisions to the Future Land Use Map which are incorporated herein by reference, shall become and be made a part of the City of Okeechobee Comprehensive Plan (City of Okeechobee Ordinance No. 635, as amended).

SECTION 5: CONFLICT.

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

SECTION 6: SEVERABILITY.

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

SECTION 7: EFFECTIVE DATE.

The effective date of this plan amendment shall be thirty-one (31) days after the adoption of this Ordinance, if not timely challenged. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

INTRODUCED AND ADOPTED at First Reading and Final Public Hearing on this **18th** day of **July 2023**, pursuant to F.S. 163.3187(2).

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney



CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD
JUNE 15, 2023
DRAFT SUMMARY OF BOARD ACTION

I. CALL TO ORDER

Vice Chairperson McCoy called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, June 15, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, followed by the Pledge of Allegiance.

II. ATTENDANCE

Roll was taken by Board Secretary Patty Burnette. Vice Chairperson Doug McCoy, Board Members Mac Jonassaint, Carl Berlin, Jr., and Alternate Board Member Jim Shaw were present. Chairperson Dawn Hoover, Board Members Phil Baughman, Karyne Brass, Rick Chartier, and Alternate Board Member Jon Folbrecht were absent with consent. Vice Chairperson McCoy moved Alternate Board Member Shaw to voting position.

III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Jonassaint, seconded by Member Shaw 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. MINUTES

- A. Motion by Member Jonassaint, seconded by Member Shaw to dispense with the reading and approve the May 18, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

V. VICE CHAIRPERSON MCCOY OPENED THE PUBLIC HEARING AT 6:03 P.M.

- A. Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 23-001-SSA, to reclassify from Commercial to Multi-Family Residential (MFR) on 0.33± acres located in the 100 block of Northwest 11th Street, Lots 25 and 26 of Block 19, CITY OF OKEECHOBEE, PB 5, PG 5, Okeechobee County.
 - 1. City Planning Consultant Ben Smith with Morris-Depew Associates, Inc. briefly reviewed the Planning Staff Report finding the requested MFR FLUM designation for the subject property reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval.
 - 2. No one was present on behalf of the Property Owner, Mr. Roland Mossel.
 - 3. No public comments were offered. For the record, 20 surrounding property owner notices were mailed, advertisements and one sign were posted on the subject parcel, with no objections or comments received to date.
 - 4. No Ex-Parte disclosures were offered.
 - 5. Motion by Member Jonassaint, seconded by Member Berlin to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 23-001-SSA, as presented in [Exhibit 1, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for July 18, 2023.

VICE CHAIRPERSON MCCOY CLOSED THE PUBLIC HEARING AT 6:13 P.M.

VI. CITY ADMINISTRATOR UPDATE

No updates provided at this time.

23-001-SSA

Comprehensive Plan Amendment Staff Report



Applicant | Roland Mossel

Property ID # | 3-15-37-35-0010-00190-0250



Prepared for The City of Okeechobee

General Information

Owner: Roland Mossel

Applicant: Roland Mossel

Primary Contact: Roland Mossel, (863)-634-7722, rmossel@ymail.com

Parcel Identification: 3-15-37-35-0010-00190-0250

Note: For the legal description of the project or other information relating this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at: <https://www.cityofokeechobee.com/agendas.html>

Future Land Use, Zoning, and Existing Use of Subject Property(s)

Parcel #1: 3-15-37-35-0010-00190-0250	Existing	Proposed
Future Land Use	Commercial	Multi-Family Residential
Zoning	Residential Multiple Family (RMF)	Residential Multiple Family (RMF)
Use of Property	Vacant	Triplex, 3 attached units
Acreage	.33	.33

Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
North	Commercial	Residential Multiple Family (RMF)	Single Family Home
East	Commercial	Heavy Commercial (CHV)	Medical Office
South	Single-Family Residential	Residential Multiple Family (RMF)	Vacant
West	Commercial	Residential Multiple Family (RMF)	Multi-Family Units

Description of Request

The request for consideration by the City of Okeechobee Planning Board and City Council is an Amendment to the Future Land Use Map of the City's Comprehensive Plan to change the future land use designation of the subject parcel from Commercial to Multi-Family Residential. The 0.33-acre subject parcel is currently vacant and is located on NW 11th Street, within the area generally recognized at the US-441 commercial corridor. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the Comprehensive Plan.

Current Development Potential with Commercial Future Land Use

The property is currently designated Commercial on the City of Okeechobee Future Land Use Map. The Commercial Future Land Use (FLU) category allows for a maximum FAR of 3.0 and a range of commercial uses. However, the property is currently zoned Residential Multifamily (RMF), which is not listed as an appropriate future land use in the Commercial FLU. Additionally, the uses permitted in the Commercial FLU are not consistent with the uses permitted in the RMF zoning district. Therefore, there is very little development potential until the FLU and zoning are made to be consistent with one another.

However, if commercial development of this property were to be pursued, and the applicant were to hypothetically rezone to the heavy commercial zoning district, the maximum building coverage would be 50% and a potential building height of 45 (three stories), an FAR of 1.5 is the theoretical maximum development potential on the 0.33 acres for a total potential floor area of approximately 21,562 sq/ft. However, it is not typical to exceed two stories in the City and the typical intensity of commercial development in the city is single story with an FAR of 0.25, which equates to a floor area of 3,600 square feet.

Development Potential with Multi-Family Residential Future Land Use

If this map change is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the multi-family FLU and the RMF zoning district. The Multi-Family Residential FLU allows apartments, duplexes, condominiums, and public facilities, limited agriculture and compatible accessory uses. Additionally, all permitted uses within the Single-Family Residential FLU category are permitted. The maximum standard density within the Multi-Family Residential FLU is 10 dwelling units per acre. The subject parcel is 0.33 acres, which has a maximum multi-family density potential of 3 multi-family dwelling units. The Applicant's has stated their intent to develop either a triplex or a duplex on the subject property, either of which would be permitted subject to meeting all federal, state and local requirements.

Consistency with the Comprehensive Plan

Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas shall discourage urban sprawl.

The subject property is located within what is generally considered as the City's US-441 commercial corridor, which the City has previously recognized should be reserved for commercial and higher density residential uses. A variety of existing land uses surround the subject property, with a single-family residence to the north, a vacant property zoned RMF to the south, medical offices to the east, and a residential triplex to the west. Multifamily residential in this location provides a transition of development intensity between the commercial to the east, multi-family uses found to the west, and low-density residential uses to the north. It also represents infill development in a location surrounded by existing development. The requested Future Land Use Map Amendment is consistent with Objective 12 of the City of Okeechobee Comprehensive Plan, which encourages compatibility with surrounding land uses and discourages urban sprawl.

The City's Application for Comprehensive Plan Amendment includes several review criteria. The Applicant has provided responses to some of these criteria, which are repeated below. Staff comments are also provided in response to each of the criteria and to the applicant's responses.

1. Discuss how the proposal affects established City of Okeechobee population projections.

Applicant Response: None.

Staff Response: The maximum number of dwelling units that could be developed if this request is approved is three (3) dwelling units. The US Census Bureau's latest estimated average number of persons per household for the City is 2.5.

$$2.5 \text{ persons per household} \times 3 \text{ dwelling units} = 7.5 \text{ residents.}$$

The potential development of three dwelling units will not have a significant impact on the City of Okeechobee population projections.

2. List all goals and objectives of the City of Okeechobee Comprehensive Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.

Applicant Response: We propose to build a CBS triplex on property located at NW 11th Street, Okeechobee, FL. 34972. This project will create affordable housing for residents of Okeechobee for up to 12 people. There are no goals or objectives of the county or the city's comprehensive plan that would be affected by the building of this triplex.

Staff Response: The change from Commercial to Multi-Family Residential represents a potential for an increase in demands on utility services and facilities as well as roadway capacity. However, the limited size of the proposed change will not have a significant effect on the ability of the City and service providers to meet demands.

3. Describe how the proposal affects the county's Comprehensive Plan as it relates to adjacent unincorporated areas.

Applicant Response: None.

Staff Response: The subject property is not located adjacent to or near unincorporated areas. There should be no meaningful effect on unincorporated areas.

4. List State Policy Plan and Regional Policy Plan goals and policies that are relevant to this plan amendment.

Applicant Response: None.

Staff Response: This request is fairly de minimis and does not warrant a review of the State and Regional Policy Plans in order to make a determination of approval or denial.

Adequacy of Public Facilities and Services

Traffic Impacts

Applicant Response: We propose to build a CBS triplex on property located at NW 11th Street, Okeechobee, FL. 34972. The triplex apartments will have 2 bedrooms and 2 bathrooms and would each occupy up to 4 people, which makes a total of 12 people. Therefore, there would not be enough traffic impact to need a traffic study prepared. The proposed triplexes will be on city water with Okeechobee Utility Authority and on a septic system and drain filed for sewage. See letter from Okeechobee Utility Authority. All surrounding properties are on city water with O.U.A. and septic systems and drain fields. See site plan for proposed septic system and drain field.

Staff Response: It is generally understood that the traffic impacts and trip generation associated with residential are typically less than commercial. The proposed future land use change from Commercial to Multi-Family Residential represents a lessening of potential intensity. Staff agrees with the Applicant that a traffic study is not necessary.

Demand for Potable Water and Sanitary Sewer

Future Land Use Policy 1.1 contains adopted level of service standards for potable water at 114 gallons per capita per day. For commercial uses, the City generally estimates 0.15 gal/sf/day of demand. The following calculations are based on these standards, the above stated maximum development potential, and the US Census Bureau's latest estimated average number of persons per household for the City:

Existing Potable Water Potential Demand- 3,600 sq/ft X 0.15 gal/sf/day = 540 gallons per day

Proposed Potable Water Potential Demand- 3 dwelling units X 2.5 persons per household X 114 gal/person/day = 855 gallons per day

855 gallons of potable water is the estimated demand per day for the maximum multifamily development potential of 3 dwelling units, which is not a significant amount. Potable water and sanitary sewer service are available at this location and there is adequate facility capacity to accommodate the maximum potential multifamily development.

Demand for Solid Waste Disposal

Staff has previously confirmed that the landfill has sufficient remaining capacity to accommodate many years of projected waste disposal needs. Approval of this request will not have a significant impact on the ability of the City to continue to provide solid waste disposal services.

Environmental Impacts

The provided survey and National Wetlands Inventory map indicates that no wetlands are present on the subject property.

The Applicant stated that there is no unique habitat or endangered species on the subject parcel, and staff has no reason to doubt this claim, as the property is a 0.33 acre parcel surrounded by existing development and is approximately 150 ft from US-441.

The provided NFIP flood map identifies minimal flood risk associated with the subject parcel.

Recommendation

Based on the materials provided by the applicant and the above analysis, we find that this request to change the future land use designation from Commercial to Multi-Family Residential is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the Applicant's request.

Submitted by:



Ben Smith, AICP

Director of Planning

May 15, 2023

Okeechobee Planning Board Hearing June 15, 2023

Supplemental Exhibits

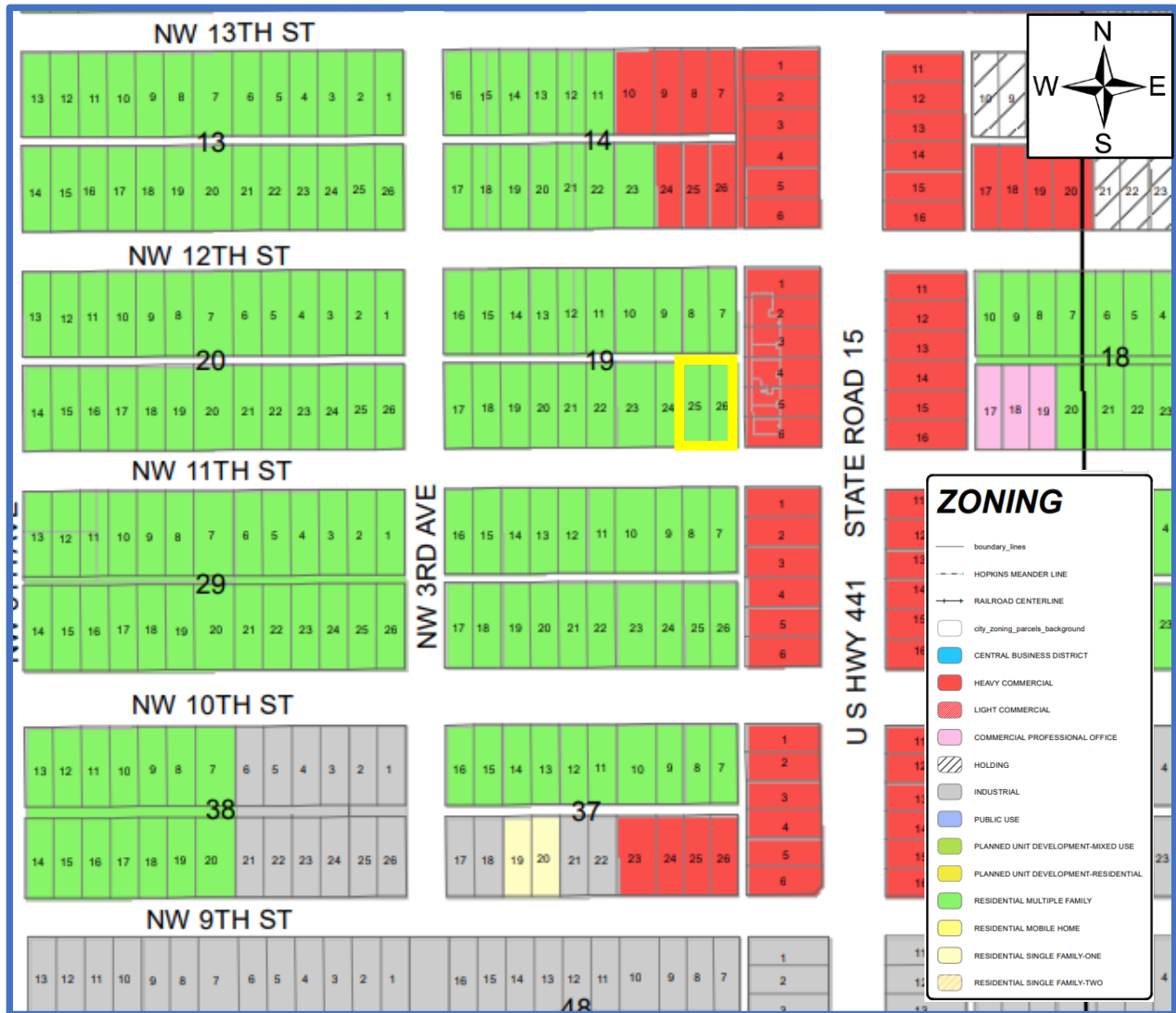


Exhibit A: Existing Zoning Map



Exhibit B: Existing Future Land Use



Exhibit C: Aerial Identifying Existing Land Uses

FEB 08 2023

City of Okeechobee General Services Department 55 S.E. 3 rd Avenue, Room 101 Okeechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>2-8-23</u>	Petition No. <u>23-001-SSA</u>
	Fee Paid: <u>850.00 CK#5501</u>	Jurisdiction: <u>PB+CC</u>
	1 st Hearing: <u>6-15-23</u>	2 nd Hearing: <u>7-18-23</u>
	Publication Dates: <u>5/31, 6/7/23</u> <u>7/5/23</u>	
	Notices Mailed: <u>5/31</u>	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

TO BE COMPLETED BY CITY STAFF:

Verified FLUM Designation: Commercial (C)

Verified Zoning Designation: Residential Multiple Family (RMF)

Plan Amendment Type: ☐ Large Scale (LSA) involving over 100 acres or a Text Amendment

☒ Small Scale (SSA) involving 100 acres or less (may include a Text Amendment that relates directly to, and is adopted simultaneously with, the Small Scale Map Amendment)

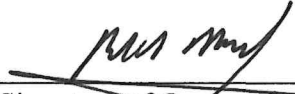
APPLICANT PLEASE NOTE:

Answer all questions completely and accurately. ***Please print or type responses.*** If additional space is needed, number and attach additional sheets. The total number of sheets in your application is: 24.

Submit 1 (one) copy of the complete application and amendment support documentation, including maps, to the General Services Department. Fifteen (15) copies of any documents over 11 X 17 are required to be submitted by the applicant.

I, the undersigned owner or authorized representative, hereby submit this application and the attached amendment support documentation. The information and documents provided are complete and accurate to the best of my knowledge.

02/07/2023
Date


Signature of Owner or
Authorized Representative*

*Attach Notarized Letter of Owner's Authorization

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

I. APPLICANT/AGENT/OWNER INFORMATION

Roland Mossel

Applicant

13632 NW 160th Street

Address

Okeechobee

Florida

34972

City

State

Zip

863-634-7722

863-763-6060

rmossel@ymail.com

Telephone Number

Fax Number

E-Mail

Roland Mossel

Agent*

13632 NW 160th Street

Address

Okeechobee

Florida

34972

City

State

Zip

863-634-7722

863-763-6060

rmossel@ymail.com

Telephone Number

Fax Number

E-Mail

Roland Mossel

Owner(s) of Record

13632 NW 160th Street

Address

Okeechobee

Florida

34972

City

State

Zip

863-634-7722

863-763-6060

rmossel@ymail.com

Telephone Number

Fax Number

E-Mail

Name, address and qualification of additional planners, architects, engineers, environmental consultants, and other professionals providing information contained in this application.

*This will be the person contacted for all business relative to the application.

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

II. REQUESTED CHANGE (Please see Section V. Fee Schedule)

A. TYPE: (Check appropriate type)

☐ Text Amendment

☒ Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

Changing FLU from Commercial to Multi-
family residential.

III. PROPERTY SIZE AND LOCATION OF AFFECTED PROPERTY (for amendments affecting development potential of property)

A. PROPERTY LOCATION:

1. Site Address: NW 11th Street

Okeechobee, FL. 34972

2. Property ID #(s): 3-15-37-35-0010-00190-0250

B. PROPERTY INFORMATION (Note: Property area should be to the nearest tenth of an acre. For properties of less than one acre, area should be in square feet.)

1. Total Area of Property: 14,375 sqft

0.33 acres

2. Total Area included in Request: 14,375 sqft

a. In each Future Land Use (FLU) Category:

(1) Lot 25 Multi-family residential

(2) Lot 26 Multi-family residential

(3) _____

(4) _____

b. Total Uplands: 14,375 sqft

c. Total Wetlands: Ø

3. Current Zoning: ~~Multi-family Residential~~ **RMF**
4. Current FLU Category: Commercial
5. Existing Land Use: Vacant
6. Requested FLU Category: Multi-family Residential

D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY

Development Type	Existing FLU Category	Proposed FLU Category
Residential		✓
Density (DU/Acre)		.33 acres
Number of Units		3
Commercial (sq. ft.)		
Industrial (sq. ft.)		

IV. AMENDMENT SUPPORT DOCUMENTATION

At a minimum, the application shall include the following support data and analysis. These items are based on the submittal requirements of the State of Florida, Department of Community Affairs for a comprehensive plan amendment, and policies contained in the City of Okeechobee Comprehensive Plan. Staff will evaluate this request based on the support documentation provided by the applicant.

A. GENERAL INFORMATION AND MAPS

Unless otherwise specified, the Applicant must provide the following materials for any proposed amendment that will affect the development potential of properties. If large maps are submitted, the Applicant may be required to provide 8.5" x 11" maps for inclusion in public hearing packets.

- n/a** • 1. Wording of any proposed text changes.
- 2. ✓ A map showing the boundaries of the subject property, surrounding street network, and Future Land Use designations of surrounding properties.
- ✕ • 3. A map showing existing land uses (not designations) of the subject property and surrounding properties.
- 4. Written descriptions of the existing land uses and how the proposed Future Land Use designation is consistent with current uses and current Future Land Use designations.
- 5. ✓ Map showing existing zoning of the subject property and surrounding properties.
- 6. **Three (3) CERTIFIED BOUNDARY** surveys of the subject property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: date of survey, surveyor's name, address, and phone number; legal description of subject property pertaining to the application; computation of total acreage to nearest tenth of an acre; location sketch of subject property, and surrounding area within one-half mile radius.

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

- 7.✓ A copy of the deed(s) for the property subject to the requested change.
- 8.✓ An aerial map showing the subject property and surrounding properties.
- H/A • 9. If applicant is not the owner, a notarized letter from the owner of the property authorizing the applicant to represent the owner. **NA**

• **B. PUBLIC FACILITIES IMPACTS**

Note: The applicant must calculate public facilities impacts based on a maximum development scenario.

- ✓ 1. Traffic Analysis
 - a. For Small Scale Amendments (SSA)
 - (1) The Applicant shall estimate of traffic volumes associated with the proposed change using the most recent edition of Trip Generation prepared by the Institute of Traffic Engineers and assuming maximum development potential of the property.
 - (2) If the proposed Future Land Use change will result in an increase of 100 or more peak hour vehicle trip ends in excess of that which would result under the current Future Land Use designation, the Applicant shall attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer
 - b. For Large Scale Amendments (LSA)

All LSAs shall be accompanied by a Traffic Impact Study prepared by a professional transportation planner or transportation engineer.
 - c. Traffic Impact Studies are intended to determine the effect of the proposed land use change on the city's roadway network and the city's ability to accommodate traffic associated with the proposed change over a ten-year planning period.
 - d. An inability to accommodate the necessary modifications within the financially feasible limits of the city's plan will be a basis for denial of the requested land use change;
- missing } 2. Provide estimates of demand associated with maximum potential development of the subject property under the current and proposed Future Land Use designations for provision potable water, sanitary sewer, and recreation/open space as follows:
 - a. Potable Water and Sanitary Sewer demand based on:
 - (1) 114 gallons per person per day (gppd) for residential uses
 - (2) 0.15 gallons per day per square foot of floor area for nonresidential uses
 - b. Recreation, and Open Space demand for residential uses of 3 acres per thousand peak season population.

3. Provide a letter from the appropriate agency substantiating the adequacy of the existing and proposed facilities, to support development resulting from the proposed change, including:

- a. Solid Waste; *missing*
- ✓b. Water and Sewer; *missing*
- c. Schools. *missing*

In reference to above, the applicant should supply the responding agency with the information from Section's II and III for their evaluation, as well as estimates of maximum population and nonresidential square footage developable under the existing and proposed Future Land Use categories. The application should include the applicant's correspondence to the responding agency.

• **C. ENVIRONMENTAL IMPACTS**

Proposed plan amendments shall be accompanied by evidence that the following studies either have been completed for another permitting agency or are not relevant to the property. There shall be inventories of:

1. ✓ Wetlands and aquifer recharge areas.
2. ✓ Soils posing severe limitations to development.
3. ✓ Unique habitat.
4. ✓ Endangered species of wildlife and plants.
5. ✓ Floodprone areas.

• **D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN**

1. Discuss how the proposal affects established City of Okeechobee population projections.
2. List all goals and objectives of the City of Okeechobee Comprehensive Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.
3. Describe how the proposal affects the County's Comprehensive Plan as it relates to adjacent unincorporated areas.
4. List State Policy Plan and Regional Policy Plan goals and policies that are relevant to this plan amendment.

• E. JUSTIFICATION OF PROPOSED AMENDMENT

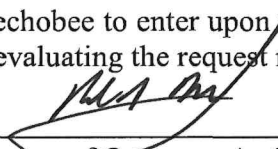
Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.

V. FEE SCHEDULE

Large Scale Amendment (LSA)	\$4,000.00 plus \$30.00 per acre
Small Scale Amendment (SSA)	\$850.00 plus \$30.00 per acre
Text Amendment Flat Fee	\$2,000.00 each

VI. AFFIDAVIT

I, Roland Mossel, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Okeechobee to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.


Signature of Owner or Authorized Agent

1-31-23
Date

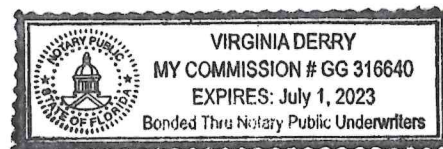
Roland Mossel
Typed or Printed Name

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of 31st Jan, 2023, by Roland Mossel, who
(Name of Person)
is personally known to me or produced _____ as identification.


Notary Public Signature



ROLAND MOSSEL

OKEECHOBEE, FL 34972

863-763-7552 OFFICE

863-763-6060 FAX

863-634-7722 CELL

RMOSSEL@YMAIL.COM EMAIL

Date: 01/25/2023

City of Okeechobee,

*Proposed Changes

*A

We propose to change FLU of property at NW 11th Street, Okeechobee, FL. 34972 from commercial to multi-family residential. Surrounding properties have a FLU of multi-family residential, and the current zoning is multi-family residential.

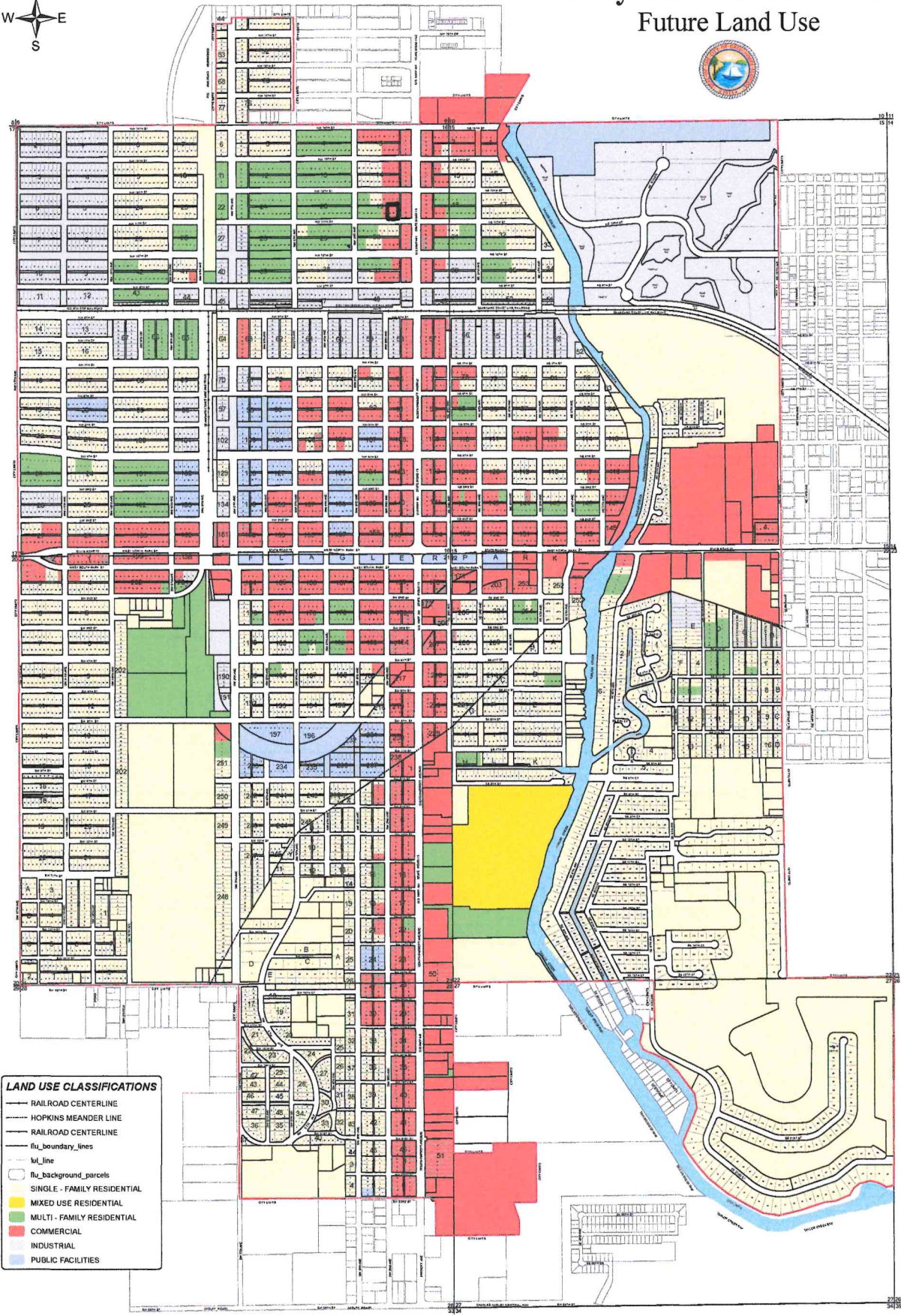
Roland Mossel

Roland Mossel

13632 NW 160th Street
Okeechobee, FL 34972
863-763-7552 office
863-763-6060 fax
rmossel@ymail.com

#2

City of Okeechobee Future Land Use



- LAND USE CLASSIFICATIONS**
- RAILROAD CENTERLINE
 - HOPKINS MEANDER LINE
 - RAILROAD CENTERLINE
 - flu_boundary_lines
 - flu_line
 - flu_background_parcel
 - SINGLE - FAMILY RESIDENTIAL
 - MIXED USE RESIDENTIAL
 - MULTI - FAMILY RESIDENTIAL
 - COMMERCIAL
 - INDUSTRIAL
 - PUBLIC FACILITIES

On December 31, 2020 changes were made to the Official Comprehensive Plan Future Land Use Map. Land Use Changes, All Other Changes Notation #20-002 SC, Ord #1220 are reflected herein.
City of Okeechobee, FL
City Clerk: Lene Gonsky

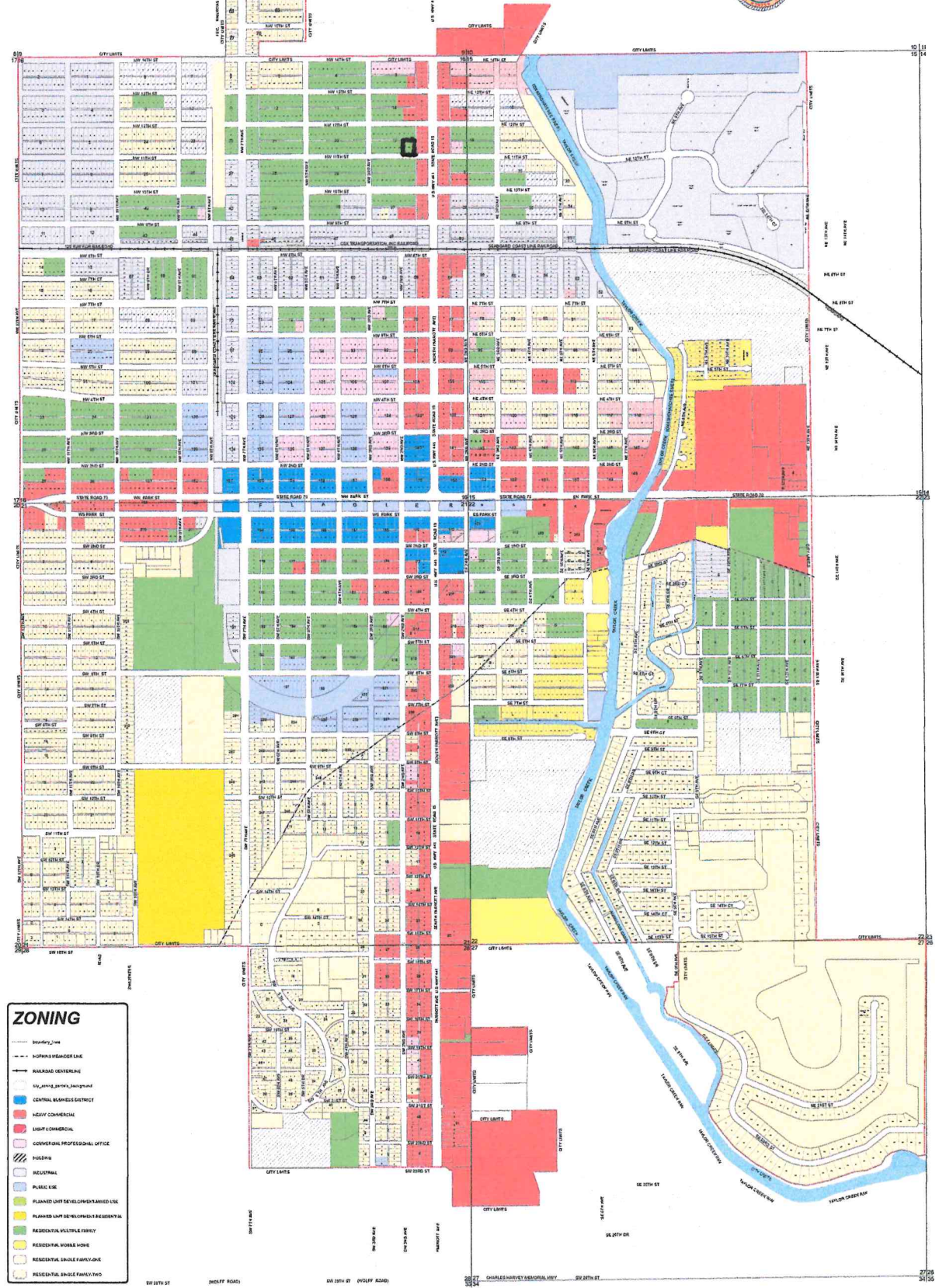


Date Saved: 3/26/2021 12:06:22 PM

General Notes:
Alleys shown hereon are 15 or 20 feet in width. See appropriate subdivision plat for specific alley widths. This map has been compiled from the most current data available. The City of Okeechobee is not responsible for any errors or omissions contained herein.



City of Okeechobee Zoning Map



ZONING

- Boundary Line
- Proposed Boundary Line
- Boundary Centerline
- City Limits
- Central Business District
- Heavy Commercial
- Light Commercial
- Commercial Professional Office
- Residential
- Industrial
- Public Use
- Planned Unit Development Residential
- Planned Unit Development Commercial
- Residential Single-Family
- Residential Single-Family Two

On December 1, 2020 changes were made to the Official Zoning Map. Recordings, Alley/Street Coverages and Plots RPS-003, RPS-004 and RPS-005 are reflected herein.
City Clerk: Lana Gamboa
Zoning Administrator: Marcos Montes De Oca



General Notes
Alleys shown hereon are 15 or 20 feet in width. See appropriate subdivision plat for specific alley widths. This map has been compiled from the most current data available. The City of Okeechobee is not responsible for any errors or omissions contained herein.



BOUNDARY & TOPOGRAPHIC SURVEY PREPARED FOR ROLAND & MICHELE MOSSEL

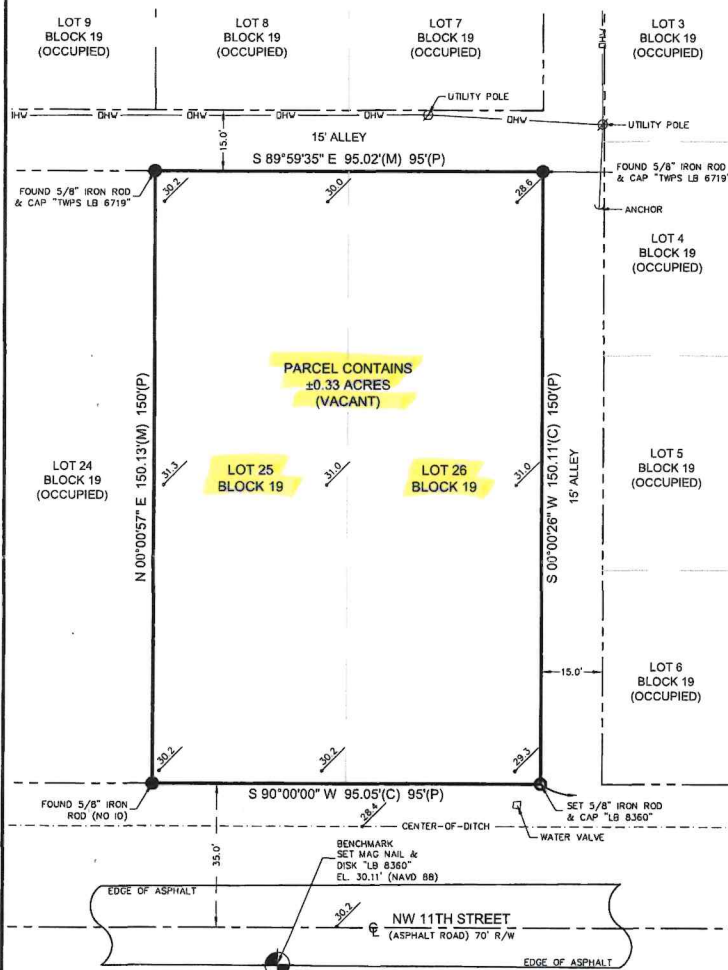
PROJECT SPECIFIC NOTES:

- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE PLAT(P) AND MEASURED(M).
- 2) SITE ADDRESS: NOT ASSIGNED AT TIME OF SURVEY.
- 3) PARCEL ID: 3-15-37-35-0010-00190-0250.
- 4) F.I.R.M. ZONE: "X", MAP NO. 12093C0415C, DATED 07/16/15.
- 5) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 6) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- 7) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 8) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 9) DATE OF LAST FIELD SURVEY: 11/25/20.

NORTH



0 15 30
SCALE IN FEET
MAP SCALE: 1 INCH = 30 FEET
INTENDED DISPLAY SCALE



DESCRIPTION:

LOTS 25 & 26, BLOCK 19, OKEECHOBEE,
ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS
OF OKEECHOBEE COUNTY, FLORIDA.

SITE PLAN NOTES:

- 1) SUBJECT TO CLIENT AND PERMITTING AGENCY APPROVAL.
- 2) CONTRACTOR IS TO VERIFY SETBACKS AND LOCATION OF EXISTING UTILITIES.
- 3) BUILDING DIMENSIONS SHOWN MAY BE APPROXIMATE, REFER TO APPROVED BUILDING PLANS FOR CONSTRUCTION DIMENSIONS.
- 4) THE ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- 5) PUBLIC WATER SUPPLY IS AVAILABLE.
- 6) PER CITY OF OKEECHOBEE ORDINANCE NO. 90-168 PARAGRAPH 1, ALL PROPOSED RESIDENTIAL BUILDING PADS SHALL BE A MINIMUM OF 12" ABOVE THE CROWN OF ADJACENT ROAD.

STANDARD NOTES: No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor. The survey depicted here is prepared exclusively for those parties noted. No responsibility or liability is assumed by the surveyor for use by others not specifically named. Not valid without the signature and embossed seal of Florida licensed surveyor and mapper #4506. There are no visible above ground encroachments except as shown. No attempt was made to locate underground improvements and/or encroachments (if any) as part of this survey. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 5J-17, Florida Administrative Code.

PREPARED FOR THE EXCLUSIVE USE OF:

ROLAND MOSSEL
MICHELE MOSSEL

DESCRIPTION	DWG. DATE	BY	CK
BOUNDARY & TOPO SURVEY	01/19/23	WC	JJR
DESCRIPTION REFERENCE: PROVIDED BY CLIENT OR CLIENT'S REPRESENTATIVE	FB/PG: 361/77	SCALE: 1" = 30'	
BEARING REFERENCE: THE N. R/W OF NW 11TH ST. IS TAKEN TO BEAR S 90°00'00" W	FILE: 20-486	JOB NO: 20-486	

TRADEWINDS SURVEYING GROUP, LLC.

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



LEGEND

- Set Iron Rod and Cap "LB 8360"
- Found Iron Rod (and Cap)
- Found Pipe (and Cap)

ABBREVIATIONS

B=Baseline; BM=Benchmark; C=Centerline; C=Calculated; CATV=Cable TV; CM=Concrete Monument; CONC=Concrete; D=Deed; Δ=Delta or Central Angle; E=East; ELY=Easterly; E/P=Edge of Pavement; ESM=Easement; F.I.R.M.=Flood Insurance Rate Map; FND=Found; F=Iron Pipe; IR&(C)=Iron Rod (and Cap); L=(Arc) Length; M=Measured; M=Monument; N=North; NLY=Northerly; NGVD(N)=National Geodetic Vertical (Datum) of 1929; NTS=Not to Scale; OHW=Overhead Wires; P=Property Line; P=Plat; PC=Point of Curvature; PCC=Point of Compound Curvature; PCP=Permanent Control Point; POB=Point of Beginning; POC=Point of Commencement; PRC=Point of Reverse Curvature; PRM=Permanent Reference Monument; PTP=Point of Tangency; PU&D=Public Utility and Drainage; R=Radius; R/W=Right-of-Way; S=South; SLY=Southerly; T=Tangent; TEL=Telephone Splice or Switch Box; W=West; WLY=Westerly; UTIL=Utility(ies); ⚡=Spot Elevation based on indicated Datum.

John J. Rice, P.S.M. (LS 4506) LB 8360



FILE NUM 2010006207
 OR BK 00687 PG 0623
 SHARON ROBERTSON, CLERK OF CIRCUIT COURT
 OKEECHOBEE COUNTY, FLORIDA
 RECORDED 06/08/2010 03:10:14 PM
 AMT 10.00
 RECORDING FEES \$27.00
 DEED DOC \$0.70
 RECORDED BY G Mewbourn
 Pgs 0623 - 6257 (3pgs)

Prepared by and return to:

Elizabeth A. Maxwell
 Maxwell & Maxwell, P.A.
 405 NW Third Street
 Okeechobee, FL 34972
 863-763-1119

File Number: Mossel Trust

[Space Above This Line For Recording Data]

Quit Claim Deed *RM*

This Quit Claim Deed made this 1st day of June, 2010 between Roland ⁵M. Mossel and Michele M. Mossel, husband and wife, whose post office address is 13450 NW 160th Street, Okeechobee, FL 34972, grantor, and Roland Mossel, Michele Mossel as Trustee(s) of the Roland S. Mossel and Michele M. Mossel Living Trust Agreement created on June 1, 2010 whose post office address is 13632 NW 160th Street, Okeechobee, FL 34972, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Okeechobee County, Florida to-wit:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 19, City of Okeechobee, according to the Plat thereof recorded in Plat Book 5, at Page 5, of the Public Records of Okeechobee County, Florida and in Plat Book 2, at Page 17, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3-15-37-35-0010-00190-0230,

Parcel Identification Number: 3-15-37-35-0010-00190-0250

Parcel Identification Number: 3-15-37-35-0010-00190-0170

and

Parcel Identification Number: 1-34-35-33-0A00-00002-A000, See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

and

Lots 1,2,3,4,5, and 6 inclusive of Block 70, Okeechobee, according to the plat thereof recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida. A copy of said plat also being recorded in Plat Book 1, Page 10, Public Records of Okeechobee County, Florida.

Parcel Identification Number: 3-15-37-35-0010-00700-0010

and

Lot 5, Block 12, Basswood Unit 1, according to the plat thereof recorded in Plat Book 3, Page 22, Public Records of Okeechobee County, Florida.

Parcel Identification Number: 1-05-37-35-0010-00120-0050

and

Lots 8, 9, and 10, Block 4, Tropical Gardens According to the Plat Thereof Recorded in Plat Book 3, Page 6, Public Records of Okeechobee County, Florida.

DoubleTime

Parcel Identification Number: 1-09-37-35-0010-00040-0080

The Grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.

This instrument was prepared from information provided by the parties. Marketability of title is not guaranteed nor accuracy of the description as title was not examined.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

Elizabeth A. Maxwell
Witness Name: Elizabeth A. Maxwell

Devin R. Maxwell
Witness Name: Devin R. Maxwell

Elizabeth A. Maxwell
Witness Name: Elizabeth A. Maxwell

Devin R. Maxwell
Witness Name: Devin R. Maxwell

Roland Mossel (Seal)
Roland Mossel

Michele Mossel (Seal)
Michele Mossel

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this 1st day of June, 2010 by Roland Mossel and Michele Mossel, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



CATHERINE KENNEDY NELSON
MY COMMISSION # DD 921777
EXPIRES: September 1, 2013
Bonded Thru Budget Notary Services

Catherine K. Nelson
Notary Public

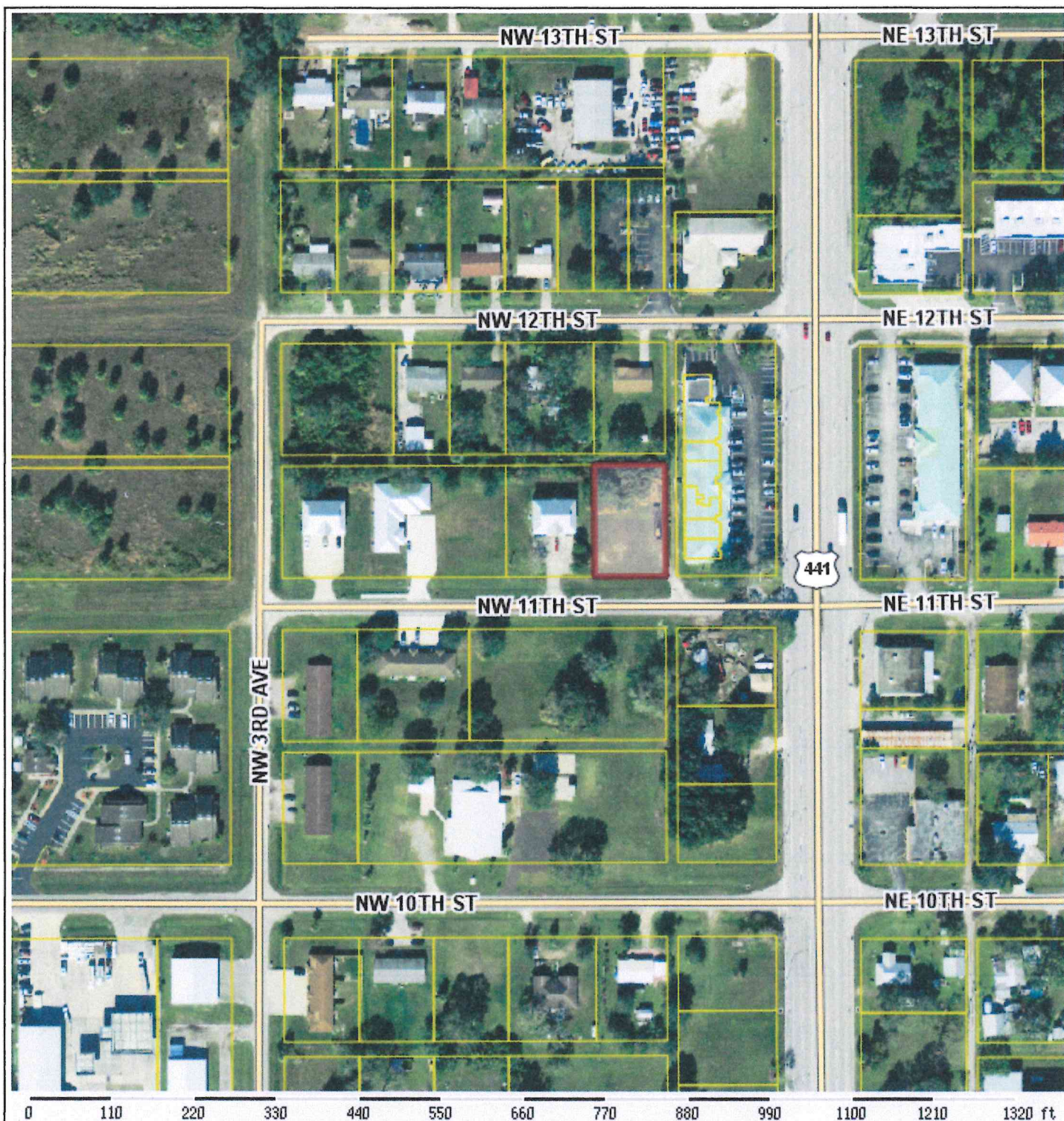
Printed Name: Catherine K. Nelson

My Commission Expires: _____

EXHIBIT "A"

A PORTION OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 33 EAST, LYING NORTH OF S.R. 700 (U.S. 98), WEST OF CENTRAL BUSINESS SECTION, BASSINGER, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 32, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, BEAR NORTH 88 DEGREES 20' 27" WEST ALONG THE NORTH BOUNDARY LINE OF SIAD CENTRAL BUSINESS SECTION A DISTANCE OF 1319.12 FEET TO THE NORTHWEST CORNER OF SAID CENTRAL BUSINESS SECTION; THENCE BEAR SOUTH 02 DEGREES 07' 49" WEST ALONG THE WEST BOUNDARY OF SAID CENTRAL BUSINESS SECTION, A DISTANCE OF 336.11 FEET TO NORTHERLY RIGHT-OF-WAY LINE OF SAID S.R. 700 AND THE POINT-OF-BEGINNING; THENCE BEAR NORTH 79 DEGREES 07' 19" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF S.R. 700 A DISTANCE OF 231.50 FEET; THENCE BEAR NORTH 07 DEGREES 35' 50" EAST A DISTANCE OF 151.96 FEET; THENCE BEAR NORTH 86 DEGREES 09' 25" EAST ALONG THE NORTH LINE OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE OF 215.50 FEET; THENCE BEAR SOUTH 02 DEGREES 07' 49" WEST BOUNDARY OF CENTRAL BUSINESS SECTION A DISTANCE OF 208.90 FEET TO THE POINT-OF-BEGINNING.



Okeechobee County Planning and Zoning

BOCC | Community Development | 863-763-5548 x 3073 | Okeechobee, Florida | 863-763-5548 x 3073

PARCEL: 3-15-37-35-0010-00190-0250 (VACANT (0000) / City)

CITY OF OKEECHOBEE LOTS 25 & 26 BLOCK 19

MOSEL ROLAND S & MICHELE

Owner: M LIVING TRUST

S/T/R: 15-37-35 SF: 0.327 AC

NOTES:

ROLAND MOSSEL

OKEECHOBEE, FL 34972

863-763-7552 OFFICE

863-763-6060 FAX

863-634-7722 CELL

RMOSSEL@YMAIL.COM EMAIL

Date: 01/25/2023

City of Okeechobee,

*Public Facilities Impact

*B

We propose to build a CBS triplex on property located at NW 11th Street, Okeechobee, FL. 34972. The triplex apartments will have 2 bedrooms and 2 bathrooms and would each occupy up to 4 people, which makes a total of 12 people. Therefore, there would not be enough traffic impact to need a traffic study prepared. The proposed triplexes will be on city water with Okeechobee Utility Authority and on a septic system and drain filed for sewage. See letter from Okeechobee Utility Authority. All surrounding properties are on city water with O.U.A. and septic systems and drain fields. See site plan for proposed septic system and drain field.

Roland Mossel

Roland Mossel

13632 NW 160th Street
Okeechobee, FL 34972
863-763-7552 office
863-763-6060 fax
rmosssel@ymail.com



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

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

January 26, 2023

Roland & Michele Mossel Living Trust
13632 NW 160th St
Okeechobee, FL 34972

Ref: **Water Capacity Request**

Parcel ID: **3-15-37-35-0010-00190-0250**
NW 11th St
City of Okeechobee, Lots 25 & 26, Block 19


Dear Mr. Mossel:

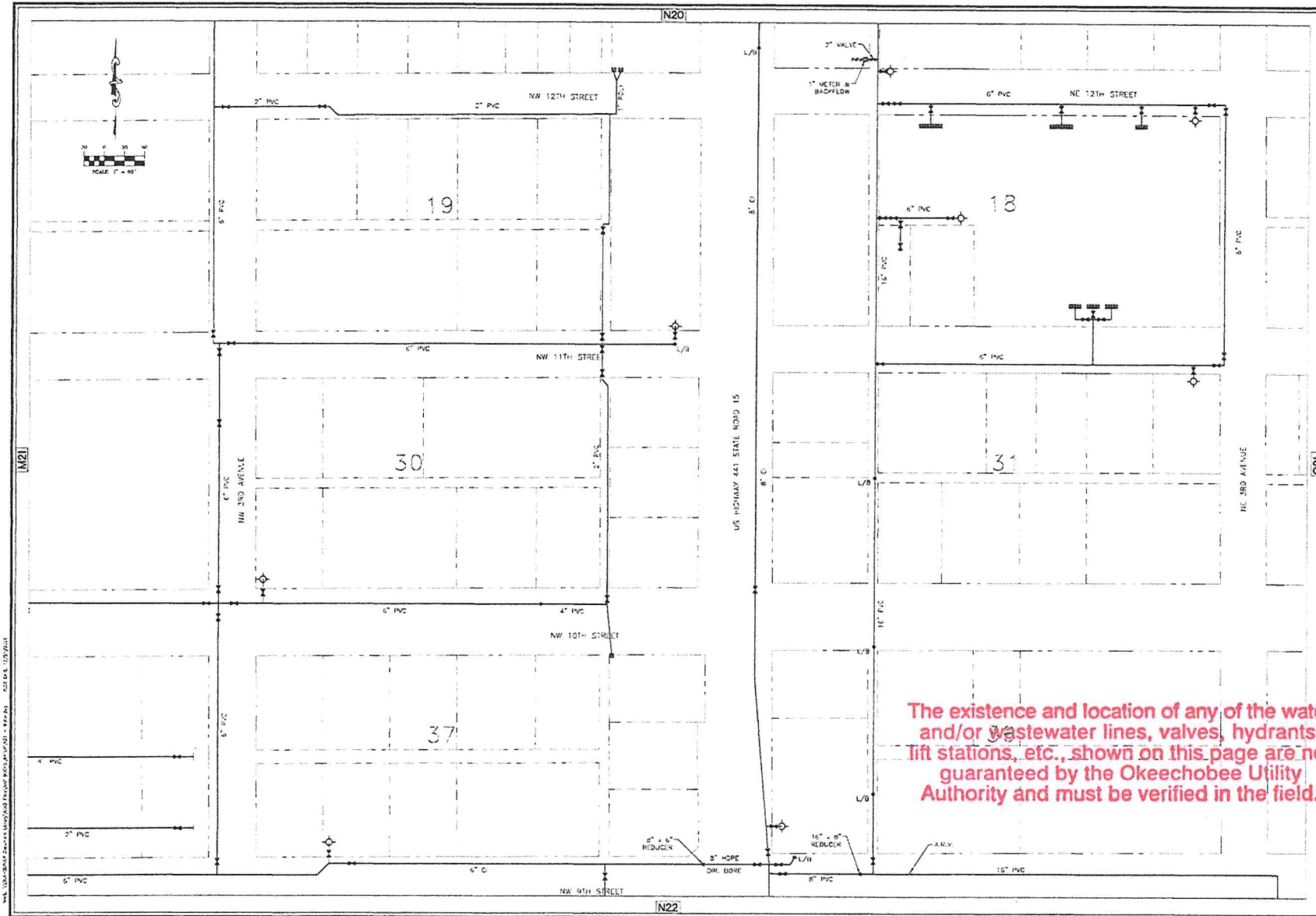
In reference to a request for the availability of water capacity to the subject property, I submit the following information for your use in meeting the potable water demand requirements for the project.

The Okeechobee Utility Authority owns and operates two water treatment plants with a combined treatment capacity of 6 MGD. During the twelve month period from June 2021 to May 2022, the maximum daily flow was 3.86 MGD, or about 64% of capacity. At the present time, the OUA has excess capacity at the treatment plants. The OUA does have a potable water distribution main in the road (NW 11th St) right-of-way. Any upgrade requirements to the water main infrastructure due to the design or demands of the proposed project will be at the property owners' expense.

Should you have any questions, comments or concerns with regards to the water system capacity, please contact the OUA at 863-763-9460.

Sincerely,


John F. Hayford
Executive Director
Okeechobee Utility Authority



The existence and location of any of the water and/or wastewater lines, valves, hydrants, lift stations, etc., shown on this page are not guaranteed by the Okeechobee Utility Authority and must be verified in the field.

OKEECHOBEE UTILITY AUTHORITY		PROJECT NO. 15000	
100 SW 11 th AVENUE OKEECHOBEE, FL 34959-4024 TEL 888-753-3460		DATE 10/27/2011	
DRAWING NUMBER N21		SHEET NO. 1 OF 1	

**WATER DISTRIBUTION SYSTEM
PLAN VIEW**
OKEECHOBEE UTILITY AUTHORITY
100 SW 11th AVENUE
OKEECHOBEE, FL 34959-4024

ROLAND MOSSEL

OKEECHOBEE, FL 34972

863-763-7552 OFFICE

863-763-6060 FAX

863-634-7722 CELL

RMOSSEL@YMAIL.COM EMAIL

Date: 01/25/2023

City of Okeechobee,

*Environmental Impacts NA

*C

We propose to build a CBS triplex on property located at NW 11th Street, Okeechobee, FL. 34972. There is no wetlands, no soil posing severe limitations to development, no unique habitat, no endangered species of wildlife and plants, and no flood prone areas on property proposing to change FLU from commercial to multi- family residential.

Roland Mossel

Roland Mossel

13632 NW 160th Street

Okeechobee, FL 34972

863-763-7552 office

863-763-6060 fax

rmossel@ymail.com



U.S. Fish and Wildlife Service

National Wetlands Inventory

NW 11th Street



January 26, 2023

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette



80°50'19"W 27°15'33"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map; Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone X
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

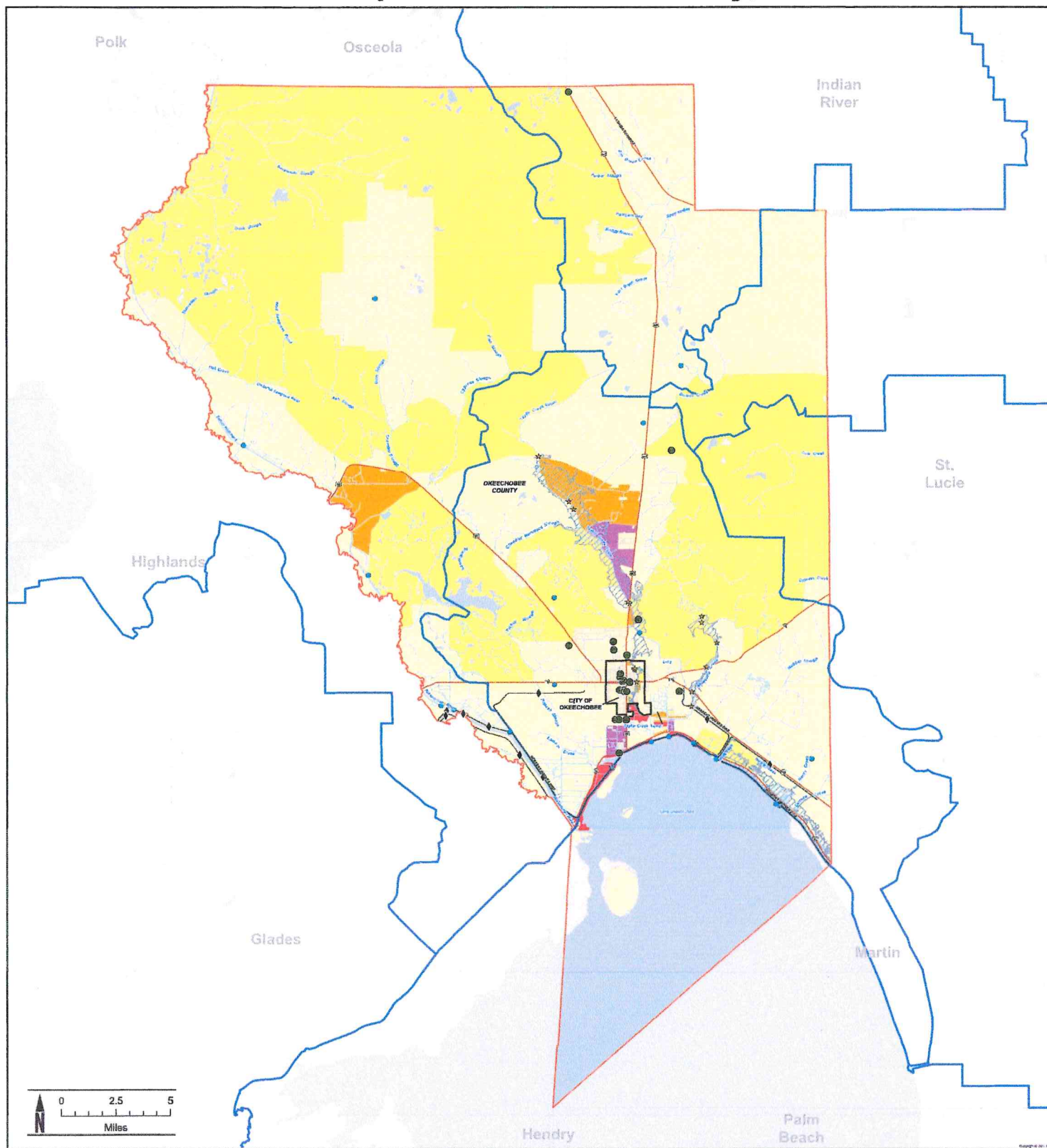
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/26/2023 at 3:26 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

5

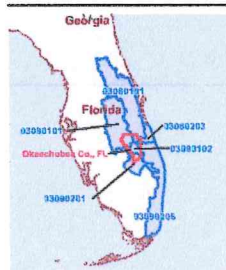
Flood Risk Map: Okeechobee County, Florida



MAP SYMBOLOLOGY

Base Data	Flood Data	Flood Risk	Areas of Mitigation Interest
<ul style="list-style-type: none"> Corporate Limits Major Roads Watershed Boundary State Boundary 	<ul style="list-style-type: none"> Rivers and Streams Restudy Area New SFHA 	<ul style="list-style-type: none"> Very Low Low Medium High Very High 	<ul style="list-style-type: none"> Non-Accredited Levees Dams Non-Levee Embankments At-Risk Essential Facilities Other

WATERSHED LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM

FRM FLOOD RISK MAP
OKEECHOBEE COUNTY, FLORIDA



HUC-8 Codes
03080101, 03080203, 03090101,
03090102, 03090201, 03090206

For more information of data used for this map, please consult the Okeechobee County Flood Risk Database and Flood Risk Report. RELEASE DATE 08/05/2014

ROLAND MOSSEL

OKEECHOBEE, FL 34972

863-763-7552 OFFICE

863-763-6060 FAX

863-634-7722 CELL

RMOSSEL@YMAIL.COM EMAIL

Date: 01/25/2023

City of Okeechobee,

*Internal Consistency Comp Plan

*D

We propose to build a CBS triplex on property located at NW 11th Street, Okeechobee, FL. 34972. This project will create affordable housing for residents of Okeechobee for up to 12 people. There are no goals or objectives of the county or the city's comprehensive plan that would be effected by the building of this triplex.

Roland Mossel

Roland Mossel

13632 NW 160th Street
Okeechobee, FL 34972
863-763-7552 office
863-763-6060 fax
rmossel@ymail.com

ROLAND MOSSEL

OKEECHOBEE, FL 34972

863-763-7552 OFFICE

863-763-6060 FAX

863-634-7722 CELL

RMOSSEL@YMAIL.COM EMAIL

Date: 01/25/2023

City of Okeechobee,

*Justification of Proposed Changes

*E

We propose to build a CBS triplex, 2 bedrooms and 2 bathrooms in each apartment, on property located at NW 11th Street, Okeechobee, FL. 34972. This project will create affordable housing for residents of Okeechobee for up to 12 people. The properties will be for rent. The property we propose to change the FLU is already zoned multi- family residential and there is only one property surrounding it that is commercial, all other surrounding properties are residential or multi- family residential.

Roland Mossel

Roland Mossel

13632 NW 160th Street

Okeechobee, FL 34972

863-763-7552 office

863-763-6060 fax

rmossel@ymail.com



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372
www.cityofokeechobee.com

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Vice Mayor Monica Clark
Noel Chandler
Bob Jarriel
David McAuley

MEMORANDUM

TO: City Council
FROM: Gary Ritter, City Administrator
RE: Sewer Connection Ordinance No. 1278
DATE: July 18, 2023

On June 6, 2023, the City Council voted to approve the first reading of the Sewer Connection Ordinance No. 1278. During the discussion several changes were suggested but not voted on to amend the Ordinance. The following changes were suggested:

1. Site the Florida Statutes 381.065(1)(a) when referencing the public utility requirements for providing written notice to property owners when a system is available, and noting this could change from time to time.
2. Exempt the mandate to connect if the cost to connect, as calculated by the public utility provider, exceeded \$3,000.

ORDINANCE NO. 1278

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CODE OF ORDINANCES, SUBPART A GENERAL ORDINANCES, CHAPTER 58 UTILITIES, ARTICLE III SEWERS AND SEWAGE DISPOSAL, SPECIFICALLY AMENDING SECTION 58-72 USE OF PUBLIC SEWERS REQUIRED, CREATING NEW REQUIREMENTS FOR CONNECTION TO THE PUBLIC SEWER SYSTEM; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida (City) is creating new requirements for connection to the public sewer system for owners of real property within the City Limits; and

WHEREAS, the City Council of said City finds that this Ordinance promotes the public health, safety and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution.

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

SECTION 1: RECITALS ADOPTED.

The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: AMENDMENT AND ADOPTION TO CHAPTER 58 UTILITIES.

That Part II of the Code of Ordinances, Subpart A General Ordinances, Chapter 58 Utilities, Article III Sewers and Sewage Disposal, Section 58-72 Use of public sewers required, is hereby amended to read as follows:

- (a) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property ~~within the 201 facilities planning area~~, any human or animal excrement, garbage, or other objectionable waste.
- (b) It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any sewage except where suitable treatment has been provided in accordance with the provisions of this article.
- (c) Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage. All private means of sewage disposal shall be removed at the expense of the property owner.
- (d) ~~Flush toilets shall be required within the 201 facilities planning area in all houses, buildings or structures used for human occupancy, employment, recreation or other purposes and such flush toilets shall be connected within 90 days, after receiving official notice from the city, to the public sanitary sewer at the owner's expense; subject, however, to the following exceptions and limitations: If such house, building or structure is not situated on property abutting a street, alley or road right of way wherein there is located a public sanitary sewer or if such property is not within 100 feet of such public sanitary sewer, such connections shall not be required; and further if the connection of such house, building or structure requires unusual and costly plumbing such as a lift station, force main or similar plumbing facilities, then no connection shall be required. Connection to a public potable water system and/or a public sewer system at the property owner's expense shall be required when a system is available. A system is available when:~~
 - 1. It is capable of being connected to the plumbing of a residence, commercial, or industrial establishment;
 - 2. It is not under a moratorium;
 - 3. It has adequate permitted capacity to provide the service;
 - 4. A public potable water system or a sewer system line exists in a public easement or right-of-way that abuts the property line; and
 - 5. The public utility provider has granted 30-days written notice to the property owner of the availability of water service and 365-days written notice to the property owner of the anticipated date of the availability of sewer service.

SECTION 3: CONFLICT.

All Sections or parts of Sections of the City Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

SECTION 4: INCLUSION IN THE CODE OF ORDINANCES.

It is the intention of the City Council of said City, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of Ordinances, that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

SECTION 5: SEVERABILITY.

If any Section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 6: EFFECTIVE DATE.

This Ordinance shall be effective immediately upon final adoption on second reading.

INTRODUCED for First Reading and set for Final Public Hearing on this 6th day of June 2023.

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

PASSED AND ADOPTED after Second Reading and Final Public Hearing this 18th day of July 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

VI. NEW BUSINESS CONTINUED

- A. Continued. The overall financial soundness of the City shows Total Assets exceeding Liabilities by \$20,679,327.00. All Funds Total Assets were \$14,750,280.00; Total Liabilities were \$3,547,752.00; Deferred Revenue (Business Tax Receipts) was \$47,895.00; leaving a Total Balance of \$11,154,633.00 (of which \$44,007.00 is non-spendable for inventory; \$1,279,892.00 is restricted for Public Facilities; \$18,337.00 is restricted for Law Enforcement; \$1,589,534.00 assigned for subsequent year's expenditures and \$8,222,863.00 is unassigned). The City's Total Net Position increased by \$1,468,709.00.

Motion Vice Mayor Clark, second by Council Member McAuley to accept the 2022 Audited Financials [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

- B. Motion and second by Council Members Jarriel and Chandler to approve [the recommendation to rank Nunez Lawn Care and Landscaping as number one by] the Committee Ranking for RFQ No. PW 03-32-05-23, Landscape Maintenance and Installation Services [and approve for Administrator Ritter to negotiate a contract, as presented in **Exhibit 3**]. **Motion Carried Unanimously.**

- C. Motion by Council Member Chandler, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1278, amending Chapter 58 of the Code of Ordinances and requiring connection to public water and/or sewer systems [as presented in **Exhibit 4**]. **Motion Carried Unanimously.**

City Attorney John Fumero read the title of proposed Ordinance No. 1278 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CODE OF ORDINANCES, SUBPART A GENERAL ORDINANCES, CHAPTER 58 UTILITIES, ARTICLE III SEWERS AND SEWAGE DISPOSAL, SPECIFICALLY AMENDING SECTION 58-72 USE OF PUBLIC SEWERS REQUIRED, CREATING NEW REQUIREMENTS FOR CONNECTION TO THE PUBLIC SEWER SYSTEM; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Jarriel and McAuley to approve the first reading and set July 18, 2023, as the final public hearing date for proposed Ordinance No. 1278. **Motion Carried Unanimously.**

- D. Motion and second by Council Members Chandler and McAuley to adopt proposed Resolution No. 2023-02, amending the schedule of rates, fees, and charges for building permits and plan reviews by the Building Official [as presented in **Exhibit 5**].

Mayor Watford read the title of proposed Resolution No. 2023-02 into the record as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA, REVISING AND AMENDING THE SCHEDULE OF RATES, FEES, AND CHARGES FOR CONSTRUCTION PLANS, BUILDING CONSTRUCTION SERVICES AND OTHER MISCELLANEOUS SERVICES BY THE GENERAL SERVICES DEPARTMENT; AMENDING TABLE 4 WITHIN THE CODE OF ORDINANCES APPENDIX G; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

Following a discussion for various amendments to the fee structures, a Motion was made by Vice Mayor Clark, second by Council Member Jarriel to postpone the motion on the floor [to adopt proposed Resolution No. 2023-02] to a future meeting. **Motion to Postpone Carried Unanimously.**

- E. Finance Director India Riedel distributed 11-pages of various graphs to show comparisons of the State revenues, fuel tax, franchise fees, utility tax, and building permit revenues for FY 2015 through current date. Four of the pages reviewed expenditures from the General Fund by each Department. A copy of the document is incorporated into the official Minute File, labeled as Exhibit 7. This item was for informational purposes in preparation for future discussions on the proposed FY 2023-24 Budget.

- F. Motion by Vice Mayor Clark, second by Council Member McAuley to adopt proposed Resolution No. 2023-03, approving the execution of a Post Project Maintenance Agreement with Florida Department of Transportation (FDOT) for the Southwest (SW) 3rd to 5th Streets and South Parrot Avenue Stormwater Sewer System Project [as presented in **Exhibit 6**].

Attorney Fumero read the title of proposed Resolution No. 2023-03 into the record as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; APPROVING THE EXECUTION OF A POST-PROJECT MAINTENANCE AGREEMENT FOR STATE ROAD 15/SOUTH PARROTT AVENUE/ U.S. HIGHWAY 441, FROM SW 3RD TO 5TH STREETS, BETWEEN THE CITY OF OKEECHOBEE AND THE FDOT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."** Motion Carried Unanimously.

AGREEMENT BETWEEN
THE OKEECHOBEE CHRISTIAN ACADEMY INC.
OKEECHOBEE COUNTY, FLORIDA
AND
THE CITY OF OKEECHOBEE FLORIDA AND POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)

THIS AGREEMENT, made and entered into this 1st day of July, 2023, by and between THE OKEECHOBEE CHRISTIAN ACADEMY INC., 701 S. Parrott Avenue, OKEECHOBEE COUNTY, FLORIDA, (hereinafter referred to as the (OCA), and THE CITY OF OKEECHOBEE, FLORIDA, 55 SE 3rd Avenue, Okeechobee, Florida, (hereinafter referred to as the CITY);

BACKGROUND

1. The OCA, the CITY and the Police Chief desire to provide law enforcement, and law-related educational service programs to OCA, as defined in F.S. 1006.12. While it is recognized that OCA is a private Christian school and not subject to the provisions of this statute and the SRO program, as hereafter set forth, the parties have agreed to enter into this Agreement to provide SRO services at OCA, by mirroring the existing SRO program, and the provisions of F.S. 1006.12.
2. A SRO Program has been established for the school system of Okeechobee County, Florida by agreement between the School Board and local law enforcement agencies, as hereinafter described; and
3. The OCA and the CITY recognize the potential outstanding benefits of the SRO Program, and particularly to the students of OCA, in the same manner as students attending public school.
4. In June 2020, the Okeechobee City Council approved the establishment of the SRO position at OCA and has entered into successive one-year agreements with OCA to provide SRO services.
5. This Agreement continues that program as set forth more fully below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the OCA, the CITY and Police Chief do hereby agree as follows:

ARTICLE I: TERM

This Agreement is for a two (2) year term commencing on July 1, 2023 through June 30, 2025, which may be extended or modified by mutual agreement of the parties.

ARTICLE II: RESPONSIBILITIES OF THE POLICE CHIEF OR HIS DESIGNEE

The Police Chief or his designee shall provide the School Resource Officer as follows. The existing SRO Program in and for public schools is being administered by the Okeechobee City Police Department and the Office of Sheriff, Okeechobee County, via a mutual aid agreement, which shares certain law enforcement duties and activities, as well as the SRO program. Through his Agreement, the CITY shall continue to administer the SRO program in substantial conformance with the SRO program established in public school system, appoint a certified law enforcement officer to so act, and work with OCA in a substantially similar manner as the interactions of the SRO in the public school system.

ARTICLE III: PAYMENT TO THE CITY

A. Each year prior to July 1st, the City will notify OCA of the quarterly payments for the upcoming year. For the term of this Agreement OCA shall pay the City quarterly payments beginning on July 1st as set forth in the attached **Exhibit A**. Failure of OCA to fully fund the SRO program shall constitute the basis for amendment or termination of this Agreement.

B. Should there exist a local or state mandated school closure, due to a formally declared state or local emergency, which would cause 30 or more consecutive days of school closure, the quarterly payment due to the CITY may be proportionately reduced based on the number of days of school closure in any given quarter. On an annual basis, the cumulative reductions may not exceed the sum of \$20,000.

ARTICLE IV: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

School Resource Officers shall remain and be employees of the CITY POLICE DEPARTMENT and shall not be employees of the OCA. OCA hereby acknowledges that the SRO shall act and respond in strict accordance with the chain of command of the CITY POLICE DEPARTMENT, subject however to any written policies jointly reviewed and agreed upon by the OCA and Police Chief.

ARTICLE V: INSURANCE

A. OCA shall at its sole cost and expense, procure and maintain throughout the term of this agreement, comprehensive general liability insurance policy, excluding workman's compensation, in a minimum sum of not less than three million dollars combined single limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of such insurance generated and executed by a licensed insurance agent or broker and, naming the CITY, its officers agents and employees as additional insureds under the policy,

as well as furnishing the City a certified copy of said insurance policies. Certificates of insurance and a certified copy of these insurance policies must accompany this signed contract.

- B. Required insurance provided by OCA shall be considered as primary insurance over and above any other insurance or self-insurance available to the CITY, and that any other insurance or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage provided by OCA as required herein.
- C. If the policy is cancelled or not renewed, OCA shall provide the CITY thirty (30) days advance notice. Nothing herein shall be construed as a waiver of sovereign immunity under 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE VI: INDEMNITY

- A. OCA shall defend, indemnify and hold harmless the CITY, and all CITY officers, agents and employees from, and against, all claims, liability and expense, including but not limited to reasonable costs, collection expenses, attorney's fees, and court costs, which may arise because of negligence, whether active or passive, misconduct or other fault, in whole or in part, whether joint, concurrent or contributing of OCA, its officers, agents or employees in the performance or non-performance of its obligations under this agreement. OCA recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this consent and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of this indemnification, legal defense, and hold harmless contractual obligation in accordance with the laws of the State of Florida.
- B. This Article VI shall survive the termination of this Agreement. Compliance with any insurance regulation required elsewhere in this agreement shall not relieve OCA of its obligation to defend, hold harmless, and indemnify the CITY as set forth in this article of the agreement.

ARTICLE VII: TERMINATION OF AGREEMENT

This Agreement may be considered for renewal by the City Council, on an annual basis, upon notice to the City by May 1st of each year of OCA's intent to renew.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized office.

AS TO THE CITY:

ATTEST:

Dowling R. Watford, Jr., Mayor

Date: _____

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

AS TO THE OCA:

Name and Title

Date: _____

Okeechobee Christian Academy

Projected estimated cost for School Resource Officer

		2023-2024		2024-2025	
Salary*		\$	47,959.00	\$	48,678.00
FICA & Medicare		\$	3,668.86	\$	3,723.87
Work Comp		\$	2,124.58	\$	2,156.44
Retirement-current year		\$	1,486.73	\$	3,894.24
Health Ins*	Annual Cost	\$	14,981.00	\$	14,981.00
Life Ins-current year	Annual Cost	\$	477.00	\$	477.00
LTD Ins-current year	Annual Cost	\$	182.58	\$	185.32
Over-time	200	\$	6,587.77	\$	6,686.54
OT FICA		\$	503.96	\$	511.52
OT Retirement		\$	204.22	\$	534.92
Education		\$	900.00	\$	900.00
Travel		\$	600.00	\$	600.00
Uniforms		\$	600.00	\$	600.00
Cell Phone		\$	600.00	\$	600.00
Email/software		\$	240.00	\$	240.00
Fuel		\$	3,550.00	\$	3,550.00
Maintenance of Vehicle		\$	400.00	\$	400.00
		\$	85,065.72	\$	88,718.84
2 year Totals				\$	173,784.56
2% discount for 2 year contract				\$	3,475.69
				\$	170,308.87
2 year contract based on 8 quarterly payments				\$	21,288.61



City Council Agenda: July 18, 2023

Agenda Item

Proposed motion

Approval of maximum millage rate for advertisement for 2023 Tax notices, millage rate of 6.8987 for budget year 2023-2024.

Background: The proposed rate of 6.8987 is the current rate.

	Total Taxable Value	96%*	FY 2022/2023 Budgeted
2023/2024 Taxable Value:	\$450,072,897	\$432,069,981	\$377,870,675
2022/2023 Same Property Values: (Values w/o New Construction)	\$440,855,558	\$423,221,336	
Increase in same properties	\$45,923,204 11.63%	\$44,086,276 11.63%	
Millage Rate, 6.8987 generated Ad Valorem Revenue	\$3,104,918	\$2,980,721	\$2,606,816
2023/2024 Rollback Millage Rate, 6.1801 (w/o New Construction)	\$2,724,531	\$2,615,550	
2023/2024 Rollback Millage Rate, w/CPI 6.3556** (w/o New Construction)	\$2,801,902	\$2,689,826	
2023/2024 Using the Current Rate of 6.8987 (w/o new construction)	\$3,041,330	\$2,919,677	
<i>Ad Valorem Revenue w/Rollback Rate w/CPI & New Construction***</i>	<i>\$2,860,483</i>	<i>\$2,746,064</i>	

Taxable Values used within the budget.

**CPI (Change in Per Capita Income) provided by State Statute, 2.84%

***New Construction value \$9,217,339



City Council Agenda: July 18, 2023

Agenda Item

Proposed motion

Motion to approve the budget calendar for Fiscal Year 2023-2024 setting Workshops for August 1, 2023 and August 15, 2023 following each regular scheduled meeting. First Budget Hearing for September 5, 2023 at 6 PM with the regular Council Meeting, and reschedule the regular Council to be held September 19, 2023, to the same date as the Final Budget Hearing for September 25, 2023 at 6:00 PM.

Background: The dates provided are in accordance with the TRIM requirements and publication requirements of ordinances.



Tentative
BUDGET CALENDAR
FISCAL YEAR 2023-2024

07/01/2022	Certification from Property Appraiser
07/18/2023	Set proposed date, time and place for public hearings and set maximum millage rate for tentative budget (regular council meeting)
08/01/2023	Budget Workshop, following Tuesday's regular meeting
08/15/2023	Budget Workshop, following Tuesday's regular meeting <i>if needed</i>
09/05/2023	First Public Hearing at 6:00 pm, Tuesday (regular meeting)
09/22/2023	Display Advertisement in local Newspaper
09/25/2023	Final Public Hearing at 6:00 pm, Monday

All meetings to be held:
Council Chambers at City Hall
55 SE 3rd Avenue
Okeechobee, FL 34974

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OKEECHOBEE
AND
NUNEZ LAWNCARE AND LANDSCAPING INC.**

THE PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the 1st day of August, 2023 (the “Effective Date”), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the “City”), and Nunez Lawncare and Landscaping Inc., a Florida Corporation, whose address is 3650 SE 36 Ave, Okeechobee, FL 34974 (hereinafter, the “Contractor”).

WHEREAS, the Contractor will perform services on behalf of the City, all as further set forth during negotiations with the City, attached hereto as Exhibit A (“Scope of Services”); and

WHEREAS, the Contractor and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

1. Scope of Services.

- 1.1 Contractor shall provide the Services set forth in the attached Exhibit A, incorporated herein by reference.
- 1.2 Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect until September 30, 2023, unless earlier terminated in accordance with Paragraph 8. The City shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, and amend the terms and conditions, upon written notice to Contractor at least 30 days prior to expiration of the term.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

3. Compensation and Payment.

- 3.1 Compensation for Services provided by Contractor shall be in accordance with the Rate Schedule and Compensation and Payment Terms attached hereto as Exhibit B.
- 3.2 Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to the Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

4. Subcontractors.

- 4.1 The Contractor shall be responsible for all payments to any Subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Public Works Director, which approval shall be granted or withheld in the Public Works Director's sole and absolute discretion.

5. City's Responsibilities.

- 5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon Contractor's request, City shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities.

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

7. Termination.

- 7.1 The City may terminate this Agreement without cause by providing no fewer than sixty (60) calendar days written notice to the Contractor, or immediately with cause.
- 7.2 Upon receipt of the City's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Public Works Director.
- 7.3 In the event of termination by the City, the Contractor shall be paid for all work accepted by the Public Works Director up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 15.5.

8. Insurance.

- 8.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.
 - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive

than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- 8.2 Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to the City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.
- 8.3 Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 8.4 Loss Payee. The City is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.

8.5 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

8.6 The provisions of this section shall survive termination of this Agreement.

9. Nondiscrimination.

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. Attorney Fees and Waiver of Jury Trial.

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

11. Indemnification.

11.1 Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Public Works Director
 City of Okeechobee
 55 SE 3rd Avenue, Room 101
 Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.
 City Attorney
 Nason Yeager Gerson Harris & Fumero, PA
 750 Park of Commerce Blvd., Suite 210
 Boca Raton, FL 33487

For the Contractor: Nunez Lawncare and Landscaping Inc.
 c/o Cristal Nunez
 4833 NE 122nd Drive
 Okeechobee, FL 34972

13. Governing Laws.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

14. Entire Agreement/Modification/Amendment.

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. Ownership and Access to Records and Audits.

15.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions

reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 15.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 15.3 Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 15.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- 15.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Administrator, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 15.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 15.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Lane Earnest-Gamiotea, CMC
Mailing address: 55 SE 3rd Avenue, Room 100
Okeechobee, FL 34974
Telephone number: 863-763-3372
Email: lgamiotea@cityofokeechobee.com

16. Nonassignability.

This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

17. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. Independent Contractor.

The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

19. Compliance with Laws.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

20. E-Verify.

Contractor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. Contractor shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

21. Waiver.

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

22. Survival of Provisions.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit.

Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONTRACTOR:

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE CITY:

CITY OF OKEECHOBEE,
a Florida municipal corporation

Dowling R. Watford Jr., Mayor

Date: _____

ATTEST:

Lane Gamiotea, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

John J. Fumero, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
City Attorney

EXHIBIT A
LANDSCAPE MAINTENANCE SCOPE OF SERVICES

The Contractor submitted a Request for Qualifications (RFQ) on May 11, 2023, and was awarded the RFQ by the City Council on June 20, 2023. Council directed staff to negotiate a Scope of Services from August 1, 2023, to September 30, 2023, as agreed upon during negotiations not to exceed \$35,000.

The work is described as follows:

General ground landscape maintenance in Flagler Park, City Hall Park, Endcaps along Park Street, and Centennial Park including but not limited to mowing, trimming, edging, weeding, pruning, trimming of plants, shrubs/bushes, and adding mulch where needed. In addition, mowing medians along 441.

The selected Contractor will be responsible for the entire scope of work, hiring licensed Subcontractors, and paying for all plans and permits from the City of Okeechobee and/or other agencies.

EXHIBIT B
RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tree or Palm Labor	ANSI A300 Standard Practices Tree Crew Man Hours for 3-4 Crew Members	\$350/hr
Landscaping Labor Crew	Landscape crew hours: This labor cost is per hour calculating 4-5 crew	\$225/hr.
Irrigation Labor	Irrigation Master Tech Labor Hours	\$65/hr
Irrigation Helper	Irrigation helper	\$45/hr
Mulch Labor	Labor for Mulch Laying	\$60/hr
Fertilizer	Fertilizer Treatment	TBD on area

Memo

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director
Date: 7/5/2023
Re: Request for award of SE 4th Street Drainage improvements Project PW 04-10-05-23 to Johnson-Davis Inc

The Public Works Department is requesting a Purchase Order in the amount of \$218,500.00 to Johnson-Davis Inc for construction services needed to install a stormwater hydrodynamic separator on the 48" stormwater main line in the 500 block of SE 4th Street. The hydrodynamic separator is being installed to provide water quality improvements to the stormwater being discharged into Taylor Creek.

Two bids were received for the project. The total bid amount for each of the vendors is:

Johnson-Davis Inc.	\$190,000.00
Boromei Construction Inc	\$277,900.00

A detailed bid tabulation for the project, along with the actual bid documents from Johnson-Davis Inc. are attached. The Purchase order request for the project includes a 15% contingency for the potential need for additional concrete around the hydrodynamic separator. The separator to be used for the project was changed during the bid process. The contractor selected identified an alternate structure which was evaluated by the engineer. It was determined that alternate structure was both more cost effective and provided better nutrient reduction. The engineer is working with the hydrodynamic separator manufacturer to determine if additional concrete will be needed.

This project is a Florida DEP Stormwater improvement funded project. The grant amount from FDEP is \$300,000.00

BID TABULATION
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	Johnson-Davis Inc		Boromei Construction Inc	
				UNIT PRICE	AMOUNT	Unit price	AMOUNT
1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
2	PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
3	SURVEY LAYOUT AND RECORD DRAWINGS	LS	1	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
4	MAINTENANCE OF TRAFFIC	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
5	HYDRODYNAMIC SEPARATOR	LS	1	\$150,000.00	\$150,000.00	\$235,000.00	\$235,000.00
6	45' RCP	LS	1	\$5,000.00	\$5,000.00	\$400.00	\$400.00
7	SITE RESTORATION	LS	1	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00
TOTAL BID AMOUNT (Based on Bid Unit Prices & Estimated Quantities)					\$190,000.00		\$277,900.00

Posted: June 22, 2023 @ 4:00 P.M.

To be removed : July 3, 2023 @ 4:00 P.M.

ATTACHMENT B
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
ANTI-COLLUSION STATEMENT AND NO GIFT STATEMENT

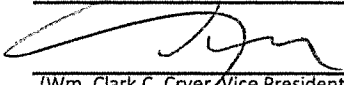
Date: 6/14/2023

Anti-collusion statement: The below-signed Bidder has not divulged to, discussed, or compared his/her Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever.

No gifts statement: No premiums, rebates, gifts or gratuities are permitted with, prior to, or after submission of the Bid. Any such violation will result in rejection of the Bid and removal from the Bid list(s).

Firm Name: Johnson-Davis, Incorporated

By (printed/typed): Wm. Clark C. Cryer

By (signature): 
(Wm. Clark C. Cryer, Vice President)

Title: Vice President

Mailing Address: 604 Hillbrath Drive

City, State, Zip: Lantana, FL 33462

Telephone No.: (561) 588-1170

ATTACHMENT C
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Bid (BID)/Request for Proposals (RFP)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

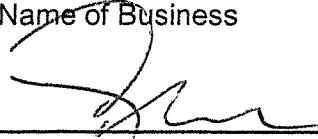
I acknowledge receipt of the following addenda.

Addendum # <u>1</u>	Date: <u>6/5/2023</u>	Addendum # _____	Date: _____
Addendum # <u>2</u>	Date: <u>6/9/2023</u>	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the City's BID/RFP/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/RFP/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/RFP/RFQ, unless a properly completed Exceptions to BID/RFP/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company as its agent and that the Company is ready, willing and able to perform if awarded a contract.

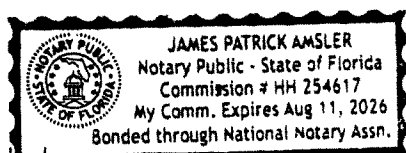
I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Johnson-Davis, Incorporated
Name of Business

Authorized Signature
Wm. Clark C. Cryer, Vice President
Name & Title, Typed

604 Hillbrath Drive
Mailing Address
Lantana, FL 33462
City, State & Zip Code
(561) 588-1170 / (561) 585-3252
Telephone Number/Fax Number
ccryer@johnsondavis.com
Email Address

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14TH day of JUNE, 2023, by William Cryer, who is personally known to me or produced _____ as identification.




Notary Public Signature
Commission No. HH 254617

**ATTACHMENT D
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007**

PW 04-10-05-23

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to CITY OF OKEECHOBEE, FLORIDA by: _____
Wm. Clark C. Cryer, Vice President _____ (print Individual's name and title) for: _____
Johnson-Davis, Incorporated _____
(print name of entity submitting sworn statement) whose business address is _____
604 Hillbrath Drive, Lantana, FL 33462 _____ and (if
applicable) its Federal Employer Identification Number (FEIN) is: 59-1753888
(If the entity has no FEIN, include the Social Security Number of the Individual signing this
sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**ATTACHMENT E
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Okeechobee employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, agent, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

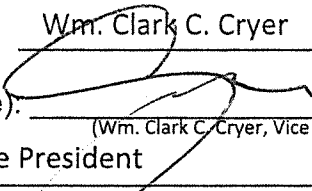
NO X

Name(s)

Position(s)

Firm Name: Johnson-Davis, Incorporated

By (Printed): Wm. Clark C. Cryer

By (Signature): 
(Wm. Clark C. Cryer, Vice President)

Title: Vice President

Address: 604 Hillbrath Drive, Lantana, FL 33462

Phone Number: (561) 588-1170

ATTACHMENT F
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
IMMIGRATION LAW CERTIFICATION

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

Johnson-Davis, Incorporated

Company Name
[Signature] (Wm. Clark C. Cryer, Vice President)

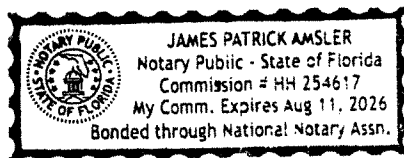
Signature
Vice President

Title
6/14/2023

Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14TH day of JUNE, 2023, by WILLIAM CRYER, who is personally known to me or produced _____ as identification.



[Signature]

Notary Public Signature

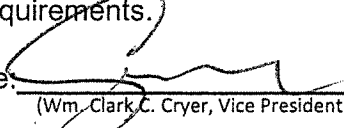
Commission No. HH 254617

ATTACHMENT G
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Bidder/proposer **CERTIFIES** that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this Firm complies fully with the above requirements.

Signature: 
(Wm. Clark C. Cryer, Vice President)

Date: 6/14/2023

Company: Johnson-Davis, Incorporated

Name: Wm. Clark C. Cryer

Address: 604 Hillbrath Drive

Title: Vice President

Lantana, FL 33462

Phone Number: (561) 588-1170

**ATTACHMENT H
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

REFERENCE FORM

Client Name: Martin County Board of County Commisioners

Client Phone Number: (772) 288-5400

Client E-mail: lhuber@martin.fl.us

Service Dates: Beginning 12/2017 End 8/2018

Estimated Contract Amount: \$704,675.00

Description of the services performed as they directly relate to the work of this Request for Bid:

Install three baffle boxes.

**ATTACHMENT H
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

REFERENCE FORM

Client Name: Hardrives

Client Phone Number: 561-737-3555

Client E-mail: info@hardrivespaving.com

Service Dates: Beginning 4/2015 End 4/2015

Estimated Contract Amount: \$10,660.00

Description of the services performed as they directly relate to the work of this Request
for Bid:

Install Baffle Box.

**ATTACHMENT H
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

REFERENCE FORM

Client Name: Town of Sewalls Point

Client Phone Number: (772) 287-2455

Client E-mail: jscapra@gocaptec.com

Service Dates: Beginning 10/2020 End 9/2022

Estimated Contract Amount: \$1,079,337.30

Description of the services performed as they directly relate to the work of this Request for Bid:

Refurbish two existing Baffle Boxes with materials provided
by EcoSense.

EXHIBIT B
CITY OF OKEECHOBEE
SE 4th STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BID UNIT PRICE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	10,000	10,000.00
2	PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS	LS	1	1,000	1,000.00
3	SURVEY LAYOUT AND RECORD DRAWINGS	LS	1	2,000	2,000.00
4	MAINTENEANCE OF TRAFFIC	LS	1	2,000	2,000.00
5	HYDRODYNAMIC SEPARATOR	LS	1	150,000	150,000.00
6	48" RCP	LF	1	5,000	5,000.00
7	SITE RESTORATION	LS	1	20,000	20,000.00
TOTAL BID AMOUNT					190,000.00
(Based on Bid Unit Prices & Estimated Quantities)					190,000.00

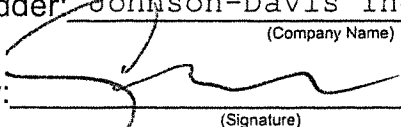
Bidders Company Name Johnson-Davis Incorporated

NOTE: This Bid is on a unit price basis. The total estimated amount is for Bid comparison purposes only. The Contractor should field verify the actual site conditions prior to time of bidding and before submitting the Bid proposal. The Contractor should read the special conditions and the requirements for insurance before submitting a Bid proposal. The Contractor shall furnish the City of Okeechobee with a Payment and Performance Bond in 100 percent (100%) of the total estimated amount of the contract. The Payment and Performance Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The Contractor in his Bid shall include the cost of said bond.

I have attached the required 5 percent (5%) Bid Security to this Bid.

Bidder: Johnson-Davis Incorporated
(Company Name)

Date: 6/21/2023

By: 
(Signature)

Title: Vice President

William Cryer
(Printed Name)

Email: ccryer@johnsondavis.com

Mailing Address: 604 Hillbrath Drive, Lantana, FL 33462

Office Number: 561-588-1170

Fax Number: 561-585-5252

SECTION I
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
GENERAL INFORMATION

All responses which comply with the requirements of this Bid will be considered.

Submittals must be made in the official name of the Firm or Individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, Partnership, Company, or Corporation submitting the response to this Bid.

Two clearly identified originals and one copy of your bid submittal are required.

Bid submittals will be received by the General Services Department until 3:00 p.m. on June 14, 2023.

Bid submittals are to be mailed, hand-delivered, and/or Express Mail to:

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, FL 34974

The submitting offeror is **required** to have printed on the **sealed** envelope or wrapping containing their submission their **Company name and return address, the Bid Number, Title, Opening Date and Time.**

Bids received after the date and time specified above shall be returned to the sender unopened. **Facsimile or emailed bids will not be accepted.**

All bids shall remain in effect for a period of ninety (90) days after the last day on which bids must be submitted.

SECTION II
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
SUBMISSION REQUIREMENTS

The bidder shall submit two (2) original clearly identified originals and one copy of the following:

1. Bid Documentation Form (Section III)
2. Minimum Qualifications for Bidders Form (Section IV) and three (3) references (Attachment H)
3. Bid Bond
4. Performance Bond
5. Bid Unit Price Schedule (Section VII, Exhibit B)

In addition to the above, please complete the following forms that must be returned with your bid:

Attachment A – No Lobbying Affidavit
Attachment B – Anti Collusion Statement and No Gift Statement
Attachment C – Proposer's Certification
Attachment D – Sworn Statement Pursuant to Section 287.133(3)(a),
FL Statutes on Public Entity Crimes
Attachment E – Conflict of Interest Disclosure
Attachment F – Immigration Law Certification
Attachment G – Drug Free Workplace Certification
Attachment H – Reference Form

**SECTION III
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS,
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BID DOCUMENTATION**

Johnson-Davis, Incorporated

(BIDDER'S COMPANY NAME)

City Council
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974

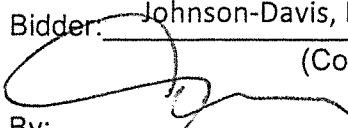
I have received the documents titled **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS, FDEP GRANT AGREEMENT LPQ0007, Project No. PW 04-10-05-23.** I have also received addendum number 1 through 1 and have included these provisions in my Bid. I have examined both the Bid documents and the construction site and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the City of Okeechobee and accepted Bidder, or until ninety (90) days after Bids are opened, whichever is longer.
2. Regarding the Disposition of Bid Security: to accept the provisions of the Instructions to the Bidders.
3. To accomplish the work included in, and in accordance with the Contract Documents, if this Bid is accepted.
4. To start work within 60 calendar days from the Notice to Proceed and there after completing the work within 60 calendar days of commencement of work.
5. Regarding Compensation for the proposed work: if this Bid is accepted, I will construct this project on a unit price basis as reflected in the Bid Unit Price Schedule, Exhibit B of this agreement. Payment will be made upon invoice after completion of all work. NOTE: The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
6. Regarding the Award of the Contract: if I am awarded a contract for this project, I understand that the award may be for all or any portion thereof, of the items listed under the Bid Unit Price Schedule.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Bidder: Johnson-Davis, Incorporated
(Company Name)

Date: 6/14/2023

By: 
(Signature) (Wm. Clark C. Cryer, VP)

Title: Vice President

Wm. Clark C. Cryer
(Printed Name)

Email: ccryer@johnsondavis.com

Mailing Address: 604 Hillbrath Drive, Lantana, FL 33462

Office Number: (561) 588-1170

Fax Number: (561) 585-3252

**SECTION IV
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
MINIMUM QUALIFICATIONS FOR BIDDERS**

Minimum Qualifications:

1.0 Experience

- 1.1 Bidder must have at least 3 years of experience in providing commercial storm water improvement services including pipe, and structure installation and site restoration.
- 1.2 Bidder has successfully completed at least 6 storm water improvement projects in the last three years.

2.0 References

- 2.1 Bidder must provide at least 3 verifiable references of similar work as referenced in section 1.0 above.
- 2.2 For each reference, Bidder shall submit a completed Reference Form provided in Attachment H. provide the client name, client phone number, and client e-mail address.
- 2.3 Bidder shall provide a written description of the services performed in sufficient detail as they directly relate to the work of this Request for Bid. The description shall include the dates of the period that the Bidder provided the services as well as the contractual amount of the services provided.
- 2.4 The City, in its sole discretion, may reject any and all bids if the City is not able to verify the references provided.

3.0 Discriminatory Vendor List

- 3.1 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

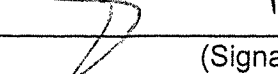
4.0 Bidder certifies that

- 4.1 Bidder meets the qualifications listed in Section IV, 1.0 above.
- 4.2 Bidder has never failed to complete work awarded under a contract due to circumstances that were under Bidder's control.
- 4.3 The Bidder has not been placed on the Discriminatory Vender List kept by the Florida Department of Management Services as listed in section 3.0 above.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Bidder: Johnson-Davis, Incorporated
(Company Name)

Date: 6/14/2023

By: 
(Signature) (Wm. Clark C. Cryer, VP)

Title: Vice President

Wm. Clark C. Cryer
(Printed Name)

Email: ccryer@johnsondavis.com

Mailing Address: 604 Hillbrath Drive, Jupiter, FL 33462

Office Number: (561) 588-1170

Fax Number: (561) 585-3252

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that _____ as Principal, herewith called **[CONTRACTOR]**,
Business Address _____, Business Phone _____, and
, as _____, hereinafter called SURETY, Surety Address _____,
Surety Phone Number _____, are bound to City of Okeechobee, as Obligor, herein
called CITY, in the amount of _____ Dollars (\$) for payment of which
CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors,
administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT
entered into by CONTRACTOR and CITY, for the following:

Contract Number: **PW 04-10-05-23**

Contract Title: **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS,
FDEP GRANT AGREEMENT LPQ0007**

General Description of Project: The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.

Directions:

THE CONDITION OF THIS BOND is that if the **[CONTRACTOR]**:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay or liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY any and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the warranty, extended warranty and guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

If there is no CITY default, the SURETY's OBLIGATIONS UNDER THIS BOND shall arise after SURETY has received notice of CITY's declaration of default of CONTRACTOR in accordance with the terms and conditions of the CONTRACT (including notice and cure periods), so that within 20 days of CITY's declaration of CONTRACTOR's default, SURETY shall either (1) arrange for the CONTRACTOR, with the written consent of the CITY, to timely perform and complete the contract or (2) undertake to timely perform and complete the contract either by retaining another contractor approved by the CITY or undertaking to do the contract itself. SURETY shall be liable for any and all delays caused by the CONTRACTOR, SURETY, and/or the replacement contractor(s) provided by the SURETY. SURETY's failure to take such action shall be deemed to be a default on this Bond, thus entitling the CITY to complete the contract with another contractor and recover all resulting damages, including, but not limited to, all direct and consequential damages including delay or liquidated damages, engineering and architectural fees, as well as any and all legal costs and attorney's fees.

Any changes in or under the Contract Documents do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Owner. Any suit under this bond must be initiated before the expiration of the limitation period applicable under Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

ATTORNEY-IN-FACT

By: _____ Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.



Liberty Mutual Surety

April 17, 2023

Re: Johnson-Davis Incorporated - Surety Capacity

To Whom It May Concern:

Johnson-Davis Incorporated is a highly regarded and valued client of Liberty Mutual Insurance Company ("Liberty Mutual"). It has been our privilege to provide surety bonds for Incorporated for over 25 years. Currently, we provide a bond program of \$50,000,000 per project, with an overall backlog of \$150,000,000. We are confident in their ability to perform.

Liberty Mutual is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater).

Please note that the decision to issue performance and payment bonds is a matter between Johnson-Davis Incorporated and Liberty Mutual, and it will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me at (612) 349-2464.

Sincerely,
Liberty Mutual Insurance Company

Ted Jorgensen
Attorney-in-Fact

Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207173 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Johnson-Davis, Incorporated
604 Hillbrath Drive
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Surety Company (Bonding Company):



Liberty Mutual Insurance Company
3011 Sutton Gate Dr., Suite 300, Suwanee, GA 30024
Brad Schramm, (678) 735-1181

Surety's resident agent for service of process:



CURRENT:

Ted Jorgensen, CSDZ, 225 South 6th Street, Suite 1900, Minneapolis, MN 55402, D: (612) 349-2464

Kim Niv, Liberty Mutual Insurance Company, 620 N. Wymore Road, Suite #200, Maitland, FL 32751, D: (407) 478-6836 (**Florida Resident Agent**)(as of 12/17/2021)

Bonding Agent:



CSDZ



1600 Aspen commons, Suite 990, Middleton, WI 53562

-Primary Contact: Nicole Stillings, Surety Service Advisor/Team Lead, (608) 242-2551,
NStillings@csdz.com

-Secondary Contact: Ted Jorgensen, Client Executive/Shareholder, (612) 349-2464,
TJorgensen@csdz.com



CERTIFICATE OF LIABILITY INSURANCE

Johnson-Davis, Inc.

604 Hillbrath Dr.

Lantana, FL 33462

Phone: (561) 588-1170

DATE (MM/DD/YYYY)

08/11/2022

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).

PRODUCER Vaughn Risk Management 222 US Highway 1 St 208D Tequesta FL 33469		CONTACT NAME: Harrison Vaughn PHONE (A/C, No, Ext): (561) 289-0586 FAX (A/C, No): (561) 768-4958 E-MAIL ADDRESS: harrisonv@vaughnrm.com	
INSURED Johnson - Davis Incorporated 604 Hillbrath Drive Lantana FL 33462		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL FIRE INS CO OF HARTFORD INSURER B: CONTINENTAL INS CO INSURER C: VALLEY FORGE INS CO INSURER D: HOMELAND INS CO INSURER E: INSURER F:	
		NAIC # 20478 35289 20508 38210	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

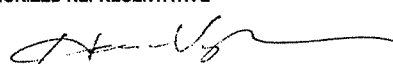
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x	x	7033967643	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	x	x	7033968744	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	x	x	7033984636	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
	PR/COMP OPS AGG \$ 10,000,000						
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	7033972535	07/01/2022	07/01/2023	E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Pollution Liability			7930119810000	07/01/2022	07/01/2023	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is listed as an additional insured with respect to General Liability for ongoing and completed operations, Automobile Liability and Umbrella Liability on a primary noncontributory basis when required by written contract. A waiver of subrogation in favor of additional insureds applies to Workers Compensation, General Liability, Automobile Liability, Umbrella Liability when required by written contract. Umbrella coverage is follow form to the GL. 30 day notice of cancellation, 10 day notice for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

Johnson-Davis, Inc. 604 Hillbrath Dr. Lantana FL 33462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Business Auto Policy Policy Endorsement

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7033968744

Policy Effective Date: 07/01/2022

Policy Page: 82 of 250



Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

**Business Auto Policy
Policy Endorsement**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7033968744

Policy Effective Date: 07/01/2022

Policy Page: 85 of 250

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:





Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: JOHNSON-DAVIS, INC.

Policy No: 7033967643

Endorsement No: 23

Effective Date: 07/01/2022



Johnson-Davis, Inc.

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



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Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7033984636

Policy Effective Date: 07/01/2022

Policy Page: 36 of 63



Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CNA Paramount Excess and Umbrella Liability Policy

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



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604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 33972535

Policy Effective Date: 07/01/2022

Policy Page: 35 of 49

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JOHNSON - DAVIS INCORPORATED

filed in this office on the 6th day of July

19 77.

Charter Number: 538772



GIVEN under my hand and the Great

Seal of the State of Florida, at

Tallahassee, the Capital, this the

7th day of July

19 77.

A handwritten signature in cursive script, appearing to read "Bruce C. Smith".

SECRETARY OF STATE

State of Florida

Department of State

I certify from the records of this office that JOHNSON - DAVIS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on July 6, 1977.

The document number of this corporation is 538772.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on November 9, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of December,
2021*



Randy R. Lee
Secretary of State

Tracking Number: 0516866656CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Request for Taxpayer Identification Number and Certification

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JOHNSON-DAVIS INCORPORATED	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 604 Hillbrath Drive	Requester's name and address (optional)
6 City, state, and ZIP code Lantana, FL 33462	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
5	9	-	1	7	5	3	8	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 6/07/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



JOHNSON-DAVIS INC.
"Construct with Confidence"

Johnson-Davis, Inc.
 604 Hillbrath Dr.
 Lantana, FL 33462
 Phone: (561) 588-1170
 Fax: (561) 585-3252

CERTIFICATE OF AUTHORIZATION RESOLUTION

The undersigned hereby certifies as follows:

- 1) That at a meeting of the Board of Directors duly noticed and held on January __, 2023 all of the directors of the Company unanimously adopted the resolutions;
 - a. That William C. Cryer is elected or appointed as an officer of the Company with the title of Vice President – Estimating.
 - b. That in addition to any other authorized officer of the Company, William C. Cryer is authorized to execute and deliver for and on behalf of the Company, bids, estimates, contracts, loan documents and general authorizations relating to the Company's providing of goods and services for underground utilities construction, or other services related to the operation of business and bind the Company accordingly; and that, third parties shall be entitled to rely upon a certified copy of this resolution until written notice of modification or rescission of same has been furnished to and received by any such third party.
- 2) That the above resolutions are true and accurate copies of the original resolutions on file in the corporate record book of the Company and that said resolutions remain in full force and effect.

Date this 11 day of January, 2023.

By [Signature]
 Scott Johnson – President

STATE OF FLORIDA)

) ss

COUNTY OF PALM BEACH)

On this 11 day of January, 2023. Before me personally appeared Scott Johnson
 To me known to be the person who executed the foregoing acceptance and acknowledged that
 He/She executed the same as His/ Her free act and deed.

NOTARIAL
 SEAL



LARISA DITU PELKEY
 Commission # HH 178111
 Expires January 22, 2026
 Bonded Thru Budget Notary Services

My commission as Notary Public in Palm Beach County
 expires 01-22-26

[Signature]
 Signature



• *Heavy Construction* • *Underground Utilities* •

Main office: 604 Hillbrath Drive- Lantana, FL 33462 • Phone: 561-588-1171 • Fax: 561-585-5252



Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

JOHNSON - DAVIS INCORPORATED

Filing Information

Document Number 538772
FEI/EIN Number 59-1753888
Date Filed 07/06/1977
State FL
Status ACTIVE

Principal Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Mailing Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Registered Agent Name & Address

JOHNSON, SCOTT J
604 HILLBRATH DRIVE
LANTANA, FL 33462

Name Changed: 03/20/1996

Address Changed: 12/18/2009

Officer/Director Detail

Name & Address

Title P.

JOHNSON, SCOTT J.
18843 SE JUPITER RIVER DR
JUPITER, FL 33458

Title TS

JOHNSON, CHRISTOPHER
 7541 BRIAR CLIFF CIR
 LAKE WORTH, FL 33467

Title VP

CRYER, WILLIAM
 170 RIVER DRIVE
 TEQUESTA, FL 33469

Title CHIEF FINANCIAL OFFICER

STANLEY, JOHN
 4110 NW 10TH STREET
 DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2022	10/27/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
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01/05/2022 -- ANNUAL REPORT	View image in PDF format
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Lantana, FL 33462
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<u>02/04/2004 -- ANNUAL REPORT</u>	View image in PDF format
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<u>03/20/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/20/1996 -- Reg. Agent Change</u>	View image in PDF format
<u>03/24/1995 -- ANNUAL REPORT</u>	View image in PDF format

Florida Department of State, Division of Corporations



Major Equipment List
All OWNED by Johnson-Davis, Inc.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

ID	DESC	VIN#	ID	DESC	VIN#
Category: 10 WELLPOINT PUMPS			10-0084	10" Wellpoint Pump	14270
10-0001	10 IN. WELLPOINT PUMP	7105	10-999	Rental Pump	
10-0003	10 IN. WELLPOINT PUMP	7568	Category: 11 VACUUM PUMPS		
10-0011	10 IN. WELLPOINT PUMP	7130	10-0100	M5 VAC PUMP	
10-0013	WELLPOINT PUMP 6 IN.	NONE	10-0164	M-3 VACUUM PUMP	
10-0016	WELLPOINT PUMP 10 IN.	8460	11-0005	M-2 VACCUM PUMP	00050
10-0019	WELLPOINT PUMP 10 IN.	7505	11-0053	M-2 VACUUM PUMP	0053
10-0020	WELLPOINT PUMP 10 IN.	8334	11-0100	M10 VACUUM PUMP	100
10-0026	HYDRAULIC PUMP 6 IN.	5654	11-0101	VACUUM PUMP	101
10-0028	JET PUMP , 4 IN. DIESEL	6J66	11-0102	M10 VACUUM PUMP	VP102
10-0030	DOUBLE DIAPHRAGM	4DDL335	11-0131	M5 VACUUM PUMP FOR 10-76	010131
10-0031	WELLPOINT PUMP 10 IN.	JD946068	11-1016	M3 VACUUM PUMP	101689
10-0033	WELLPOINT PUMP 6 IN.	6951033	11-1036	10 INCH VACUUM PUMP	1036
10-0035	WELLPOINT PUMP 8 IN.	US97362X	11-1037	C10 VACUUM PUMP	1037
10-0036	HYDRAULIC PUMP 4 IN.	H-25-D-349	11-1190	M2 VACUUM PUMP	1190
10-0038	WELLPOINT PUMP 8 IN.	U640528Y	11-1240	M3 VACUUM PUMP	1240
10-0040	JET PUMP 4 IN.	None	11-1357	M10 VACUUM PUMP	1357
10-0041	WELLPOINT PUMP 8 IN.	H-40WPLR-D-139	11-1381	M10 VACUUM PUMP	1381
10-0043	TEST PUMP		11-1386	VACUUM PUMP	1386
10-0045	JET PUMP 4 IN.	C.M.E.8291	11-1387	M10 VACUUM PUMP	1387
10-0046	WELLPOINT PUMP 8 IN.	9037	11-1390	M2 VACUUM PUMP	1390
10-0048	6 IN. TRASH PUMP	9065	11-1711	M3 VACUUM PUMP	1711
10-0049	WELLPOINT PUMP 8 IN.	9064	11-1923	M-3 VACUUM PUMP	1923
10-0050	HYDRAULIC PUMP 4 IN.	2657	11-1924	M3 VACUUM PUMP	1924
10-0051	JETPUMP ON WHEELS 4 IN.	4219	11-1941	M3 VACUUM PUMP	1941
10-0052	8 IN. WELLPOINT PUMP	9159	11-2341	M3 VACUUM PUMP	2341
10-0054	8 IN. WELLPOINT PUMP	9181	11-3044	M3 VACUUM PUMP	3044
10-0055	12 IN. HYDRAULIC PUMP	D12SG068T1210	11-3049	VACUUM PUMP	3049
10-0056	8 IN. HYDRAULIC PUMP	325	11-3605	M-10 VACUUM PUM	3605
10-0058	10 IN. WELLPOINT PUMP	9293	11-3737	M2 VACUUM PUMP	3737
10-0059	10 IN. WELLPOINT PUMP		11-3750	M-2 VACUUM PUMP	3750
10-0060	4 IN. HYDRAULIC PUMP	U797253C	11-4268	M3 VACUUM PUMP	4268
10-0061	4 IN. HYDRAULIC PUMP	708	11-4297	VACUUM PUMP	4297
10-0062	8 IN. WELLPOINT PUMP	9220	11-4371	M-3 VACUUM PUMP	4371
10-0063	8 IN. WELLPOINT PUMP	9239	11-4636	VACUUM PUMP	4636
10-0064	4 IN. HYDRAULIC PUMP		11-4840	M-3 VACUUM PUMP	4840
10-0065	WELLPOINT PUMP 6 IN.	6PW-019	11-4841	M3 VACUUM PUMP	4841
10-0066	10 IN. HYDRAULIC PUMP		11-4923	M3 VACUUM PUMP	
10-0067	4 IN. HYDRAULIC PUMP	LD44369U146539	11-5445	M5 VACUUM PUMP	544515
10-0068	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-20	11-6917	C 10" VACUUM PUMP	6917
10-0069	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-19	11-9305	M-3 VACUUM PUMP	9305
10-0070	3" HYDRAULIC PUMP	10HPU-58	11-9487	10" VACUUM PUMP	9487
10-0071	2.5" x 4" JET PUMP ON WHEELS	9500	11-9494	M5 VACUUM PUMP	9494
10-0073	10 inch Roto Flo Wellpoint Pump	26109642 1.1	11-9602	M3 VACUUM PUMP	9603
10-0074	6" Trash Pump	12001	11-9607	M3 VACUUM PUMP	9607
10-0075	8 inch Roto Flo Wellpoint Pump	9010	11-9615	M10 VACUUM PUMP	9615
10-0077	6 INCH HYDRAULIC PUMP POWER UNIT	1318-C	11-9616	C-10 VACUUM PUMP	9616
10-0078	8" HYDRAULIC PUMP	142-C	11-9617	C-10 VACUUM PUMP	9617
10-0079	8" Wellpoint Pump	14237	11-9716	#10 VACUUM PUMP	9716
10-0080	8" Wellpoint Pump	14238	Category: 20 BACKHOES		
10-0081	8" Wellpoint Pump	14239	20-0039	1997 DEWATERING TRENCHER	D97022
10-0082	8" Wellpoint Pump Quiet Pack	14235	20-0040	LIEBHERR BACKHOE	417-4205
10-0083	10" Wellpoint Pump	14269	20-0044	LIEBHERR BACKHOE	651-8110

ID	DESC	VIN#
20-0050	LIEBHERR BACKHOE	924-13441
20-0056	KOMATSU BACKHOE	30099
20-0059	Caterpillar Crawler Excavator	CAT0328DCGTN
20-0060	Caterpillar Crawler Excavator	CAT0336DEW3K
20-0063	2012 JOHN DEERE RUBBER TIRE	1FF220DWHBD4
20-0068	Komatsu PC390LC-10 Excavator	A30203
20-0069	Komatsu PC240LC-11 EXCAVATOR	95106
20-0070	Komatsu PC390LC-11 Excavator	30425
20-0071	Komatsu PC390LC-11 Excavator	A74180
20-0072	Komatsu PC138USLC-11	50542
20-0073	KOMATSU PC290LC-11 EXCAVATOR	A27538
20-0074	Komatsu PC138USLC-11 Excavator	50845
20-0075	Liebherr A900C	66375
20-0077	Cat 323 Excavator	RAZ00754
20-0078	Cat 325FLCR Excavator	NDJ20187
20-0079	Komatsu PC-238 Excavator	05489
20-0080	Komatsu PC-138 Excavator	52349
20-0081	Cat 307E2 Mini-Excavator	307-KC901075
20-0082	John-Deere 350G Excavator	1FF350GXLHF81
20-999	Rental Backhoe	
WR-BH01	Volvo Backhoe (Wakefield Road Boring)	

Category: 25 COMBINATIONS

25-0051	CAT COMBO BACKHOE	BLN11885
25-0052	CAT COMBO BACKHOE	BML05166
25-0067	2013 CAT COMBINATION BACKHOES 420 F	CAT0420FHJWJ0

Category: 30 LOADERS

30-0032	LIEBER LOADER	443-11966
30-0033	VOLVO LOADER L70E	L70EV60803
30-0038	2009 KOMATSU LOADER	65858
30-0039	2009 KOMATSU LOADER	65939
30-0040	950H CATERPILLAR LOADER	CAT0950HVK5K0
30-0042	WA320-6 KOMATSU LOADER	A35279
30-0043	WA-380-7 KOMATSU LOADER	A64171
30-0044	WA200PZ-6 KOMATSU RUBBER TIRE LOADER	KMTWA105C010
30-0045	WA-320-7 KOMATSU LOADER	80194
30-0046	938K CATERPILLAR LOADER	SWL01382
30-0047	WA200-7 KOMATSU LOADER	80392
30-0048	WA380-8 KOMATSU LOADER	A74013
30-0049	Komatsu WA-380-8 Wheel Loader	A74180
30-0050	Cat 906M Wheel Loader	CAT906MCH6600
30-0051	Komatsu WA320-8	85209
30-0052	Komatsu WA270-8 Wheel Loader	A28201
30-0053	Cat 930M Wheel Loader	KTG03806
30-0054	Cat 930M Wheel Loader	KTG04062
30-0055	John-Deere 524L Wheel Loader	1DW524LKLZLKF
30-0056	John-Deere 544L	1DW544LZCKF6
30-999	Rental Loader	

Category: 35 SPECIALIZED EQUIPMENT

35-0001	CRAWLER DOZER	T065HX898018
35-0027	2001 LOADER/BOBCAT	514147010
35-0041	T300 BOBCAT	525415212
35-0061	KUBOTA BACKHOE	30767
35-0064	2012 KUBOTA EXCAVATOR W/RUBTKS/4P	41826
35-0066	2013 KUBOTA EXCAVATOR	74888
35-0067	Cat 305E2 Excavator	H5M07145
35-0068	John-Deere 325G Compact Track Loader	1T0325GMJKJ34
35-999	Rental Mini	

ID	DESC	VIN#
	Johnson-Davis, Inc. 604 Hillbrath Dr. Lantana, FL 33462 Phone: (561) 588-1170 Fax: (561) 585-3252	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUCC043087

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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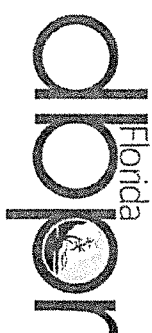
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC1225299

EXPIRATION DATE: AUGUST 31, 2024

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	JOHNSON SCOTT J	CUC043087	B22.602590 - 07/11/22	\$185.85	B40130693

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 199306318
EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	JOHNSON SCOTT J	CUC043087	B22.602591 - 07/11/22	\$99.00	B40130692

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JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 199306319
EXPIRES: SEPTEMBER 30, 2023**

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Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B22.602594 - 07/11/22	\$27.50	B40170245

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JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2020125387
EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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Serving Palm Beach County

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www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B22.602595 - 07/11/22	\$185.85	B40170244

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2020125388
EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Johnson-Davis, Inc.

Harassment, Discrimination and Retaliation Policy

Johnson-Davis, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Johnson-Davis, Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

Equal Employment Opportunity

It is the policy of Johnson-Davis, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Johnson-Davis, Inc. prohibits any such discrimination or harassment.

Retaliation Is Also Prohibited

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Johnson-Davis, Inc. to investigate such reports. Johnson-Davis, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Definitions of Harassment

- 1) Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:
 - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

2) Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his /her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Johnson-Davis, Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Harassment, Discrimination or Retaliation

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor or the Director of Human Resources. See the Complaint Procedure described below.

In addition, Johnson-Davis, Inc. encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

Complaint Procedure

Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Company's designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination or retaliation should be aware; however, that Johnson-Davis, Inc. may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources

Johnson-Davis, Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a pay increase, reassignment, temporary suspension without pay or termination, as Johnson-Davis, Inc. believes appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the President of the Company.

False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

Johnson-Davis, Inc. has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. The Company will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Johnson-Davis, Inc. prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

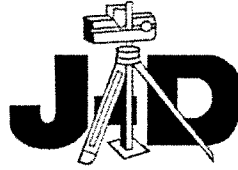
Employee Acknowledgement:

Employee Signature:

Date:

Witness:

Date:



Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

JOHNSON-DAVIS INC.

"Construct with Confidence"

EXECUTIVE SUMMARY

Johnson-Davis Inc. is a full-service underground utility contractor specializing in projects such as water, sewer, and storm drainage systems, as well as highway and road construction usually associated with the utility construction. Our work expertise also includes installation of steel sheeting and dewatering systems.

There is no other company in the south and central Florida region that can boast our experience and proficiency in this area. We are able to maintain long-term relationships with prime contractors, governmental agencies, consulting engineers, customers, and suppliers because we are dependable and strive to deliver superior customer service. Johnson-Davis believes that maintaining our credibility and integrity within the industry is our main concern.

Johnson-Davis was founded in 1977 when Herb Johnson envisioned the need in Florida for a reputable specialty contractor. Herb and his sons, Scott and Chris, worked only in Palm Beach County, were based in Herb's garage, and had only three leased pieces of heavy equipment to their name. Based in Palm Beach County for more than 40 years, Johnson-Davis has worked continuously and successfully with County Governments and Utility Authorities. More than 40 years later, the Johnson-Davis name is now synonymous with quality work as well as tremendous experience, resources, and knowledge.

The company has since transitioned to Scott and Chris Johnson. The corporate headquarters is in Lantana and covers more than four acres of land, and we have a small office in Fort Pierce. Our project teams are located in these two offices. Johnson-Davis has more than 15 crews and owns the equipment that supports these crews. Johnson-Davis is privately-held, owned by Scott Johnson, Chris Johnson, and Jeanne (Johnson) Cummings.

Scott Johnson, President, and Bob Hopler, Vice President, both earned their Bachelor of Science degrees in Civil Engineering from Bucknell University in 1976. As engineers, they enjoy projects that are technically challenging. They are both involved in projects at the executive level.

Our Construction Manager, Robert Ueltschi, has 40 years of construction experience. He earned his Bachelor of Science in Civil Engineering Technology from Western Kentucky University. His extensive experience and knowledge support the Superintendents and Project Managers, and ensures crews are optimally scheduled and properly performing their duties, all while ensuring the highest levels of quality, safety, and customer satisfaction.



Heavy Construction • CUC043087 • *Underground Utilities*

Main Office: 604 Hillbrath Drive - Lantana, FL 33462 • Phone: 561-588-1170 • FAX 561-585-5252
Ft. Pierce Office: 863 S. Kings Hwy - Ft. Pierce, FL 34945 • Phone: 772-468-9200 • FAX 772-468-9202





Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
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JOHNSON-DAVIS INC.

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Our Superintendents oversee multiple crews and have been involved in utility construction for a combined total of 152 years. Having worked with the local utility authorities for many years, they are aware of the daily challenges faced by the crews. Senior Superintendent Leonard Dennis and Superintendents Robert Earnest, Richard Heller III, Thomas Linsley, Edric Martin, and J.R. Martin ensure their crews have the resources necessary to maintain their schedules. They are also tasked with ensuring the quality of the work meets or exceeds expectations.

Our Project Managers hold an impressive 133 years of experience amongst them. They act as the main interface between the customer and Johnson-Davis. Chuck Cameron, Matt Crist, Rich Heller Jr, Doug Ipolito, and Edwin Jacobs have the primary responsibility to ensure projects are completed on time and within the budget.

Andy Thomson, Safety Director, has 34 years of safety and operations and previously served as a Health and Safety Director and Operations Manager. He holds many certifications including OSHA 500 authorized and 10 & 30 hours construction safety trainer under OSHA. His knowledge and experience help Johnson-Davis Inc. maintain a safety culture that makes safety the responsibility of every employee.

Ilene Passler, Human Resources Director, has worked in construction for 21 years, and the majority of her experience is with federal and municipal contractors. She holds her Master of Business Administration from Wake Forest University and SHRM-Senior Certified Professional and Senior Professional in Human Resources certifications.

Our Estimating Team's focus on customer service and detail helps limit the need for change orders by addressing potential issues during the bidding process. Secretary/Treasurer Chris Johnson, Jim Amsler, Clark Cryer, and Walter Pfaffenberger have over 81 years of experience, and Scott Johnson is also actively involved in the Estimating process.

We enjoy an excellent relationship with our bonding company, Liberty Mutual Insurance Co., with a single project capacity of \$35,000,000 and an aggregate capacity in excess of \$80,000,000. Our financial strength, technical expertise, and history of success in working with the FDOT have earned us a capacity rating in excess of \$80,000,000 for underground utility work. We have also been listed in Engineer New Record's Top 600 Specialty Contractors nationwide for many years.

It is clear that Johnson-Davis has both the experience and the key personnel necessary to successfully perform underground utility projects of all sizes and difficulty.



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Memo

Re: Notice of Random Drug Screening

In compliance with the Johnson-Davis, Inc. Drug-Free Workplace Policy, each employee, as a condition of continued employment, is subject to medical or physical examination or tests, including urine drug screen. An employee, who refuses to submit to drug testing, as provided for in this Policy, will be asked to leave the office or project site immediately and the employee will be discharged.

Please complete and sign the attached acknowledgement and authorization form and return to your foreman and/or superintendent. You must proceed to a LabCorp testing center in your local area upon receipt of this notice. (See superintendent for LabCorp locations).

A copy of the Johnson-Davis, Inc. Drug-Free Workplace Policy is also attached for your information and reference. Please keep a copy of this policy along with your employee handbook.

Thank you for your cooperation.

WHAT TO DO ABOUT HARASSING CONDUCT . . .

An employee who believes he or another Company employee has been subjected to harassing conduct should immediately contact the Human Resources Director. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all J-D investigations.

Complaints will be handled confidentially, to the extent possible. The Human Resources Director has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Human Resources Director, J-D's President should be notified and he will fulfill the investigatory role in this process.

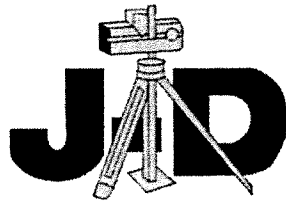
No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a J-D employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct.

Drug-Free Workplace

J-D is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace and property, and/or use its products and services. As part of this mission, J-D is committed to maintaining a Drug-Free Workplace.

Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. J-D also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at J-D to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Company's Drug-Free Workplace Policy.



JOHNSON-DAVIS INC. Est. 1977

CORE VALUES

"Construct with Confidence"

SAFETY

01

We value the safety of our employees and our community above all else. Safety is everyone's responsibility.

FAMILY VALUES

02

Family values are the foundation upon which our company was built. We care about the wellbeing of our employees and their families, as they are part of our family. We look out for each other.

RESOURCES

03

The backbone of our company is our experienced, creative, and long-term workforce. Our financial stability, infrastructure, and other resources allow us to take on and successfully complete challenges.

ACCURACY

04

We perform quality work the first time and review it for completeness and accuracy. We do not take short cuts.

INTEGRITY & ACCOUNTABILITY

05

We stand behind our word and honor our commitments. When mistakes occur, we acknowledge our mistakes and constructively participate in the resolution.

RELATIONSHIPS

06

We have established relationships with customers, engineers, government entities, vendors, coworkers, our industry, and the general public. We foster these relationships for mutual success.

DEPENDABILITY

07

We do what we say we are going to do for our customers and our coworkers.

PUNCTUALITY

08

We honor our commitments timely. These commitments include project completion, billing, being prompt for our work shifts and meetings, and vendor payments.

RESPECT

09

We have respect for our work, for the work and ideas of others, and for all those with whom we interact. We support each other in a positive way.

COMMUNICATION

10

We expect and deliver truthful messages timely, accurately, and respectfully. We attentively listen to and recognize the ideas and feelings of others.

TEAMWORK

11

We are all part of the process. We all share in our successes and challenges. We recognize the needs of and provide support to one another.

COMMUNITY

12

We are committed to improving the communities in which we work and live through our construction projects and personal involvement.

APPEARANCE COUNTS

13

We take pride in the appearance of ourselves and our work environment. We keep our work and work environment neat and organized.

MENTORING

14

We lead and train fellow employees, allowing them to reach their highest potential.