



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

AUGUST 15, 2023

5:00 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

August 1, 2023
July, 2023

Exhibit 1	Ordinance No. 1276
Exhibit 2	Ordinance No. 1278
Exhibit 3	2024-2025 City Legislative Priorities
Exhibit 4	Resolution No. 2023-07
Exhibit 5	See separate exhibit listing
Exhibit 6	Award of Bid No. PW 05-11-07-23 Sidewalk Improvements
Exhibit 7	Piggyback Agreement Addendum No. 6 with Okeechobee Medical Providers
Exhibit 8	Agreement with Kimley Horn for Civil Engineering Services
Exhibit 9	Proposed 2023-2024 Fiscal Year Budget



CITY OF OKEECHOBEE, FLORIDA
AUGUST 1, 2023, REGULAR CITY COUNCIL MEETING
FIRST BUDGET WORKSHOP
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 August 1, 2023, at 5:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 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- A. There were no requests for items to be added, deferred, or withdrawn from the agenda.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 and second by Council Members Jarriel and McAuley to approve the agenda as published.
Motion Carried Unanimously.
- C. There were no comment cards submitted for public participation for issues not on the agenda.

IV. CONSENT AGENDA

Motion by Vice Mayor Clark, second by Council Member Jarriel to:

- A. Dispense with reading and approve the Minutes from July 18, 2023 [as presented]; and
- B. Temporarily close a portion of Southwest (SW) 3rd and 4th Avenues between North and South Park Streets from 5:00 P.M. on September 3, 2023, through 5:00 P.M. on September 4, 2023, for the Labor Day Festival as submitted by Okeechobee Main Street [as presented in **Exhibit 1**].

Motion Carried Unanimously.

V. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 5:04 P.M.

- A. Motion and second by Council Members Jarriel and McAuley to adopt proposed Resolution No. 2023-04 which provides the residential solid waste collection and disposal services preliminary rates, the assessed cost for services, and the estimated assessment rate for Fiscal Year (FY) 2023-24 [as presented in **Exhibit 2**].

City Attorney John Fumero read the title of proposed Resolution No. 2023-04 into the record as follows: **"A PRELIMINARY RATE RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; PURSUANT TO THE SECTION 2.08, ORDINANCE NO. 784 RELATING TO THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES; SETTING FORTH A BRIEF DESCRIPTION OF SOLID WASTE SERVICES PROVIDED; DETERMINING THE SOLID WASTE ASSESSED COST FOR THE UPCOMING FISCAL YEAR; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR THE UPCOMING FISCAL YEAR; AUTHORIZING AND SETTING A PUBLIC HEARING TO CONSIDER COMMENTS FROM THE PUBLIC CONCERNING ADOPTION OF AN ANNUAL RATE RESOLUTION; DIRECTING THE CITY ADMINISTRATOR TO UPDATE THE ASSESSMENT ROLL, AND TO PROVIDE NECESSARY NOTICE THEREOF TO AFFECTED LANDOWNERS IN THE CITY OF OKEECHOBEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Ms. Deborah Perez, Government Affairs Manager for WM, addressed questions from the Council. There were no comments from the public. **Motion Carried Unanimously.**

- B. Motion by Vice Mayor Clark, second by Council Member Jarriel to adopt proposed Resolution No. 2023-05, which provides the residential solid waste collection and disposal services rates, continuing imposition of the assessment and certifying the Solid Waste Assessment Roll for FY 2023-24 [as presented in **Exhibit 3**].

Attorney Fumero read the title of proposed Resolution No. 2023-05 into the record as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES; CONTINUING IMPOSITION OF THE SOLID WASTE COLLECTION ASSESSMENT PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 01-08; ADOPTING THE ANNUAL RATE RESOLUTION AS PERMITTED BY ORDINANCE NO. 784 FOR FISCAL YEAR 2023-24; APPROVING THE PRELIMINARY RATE RESOLUTION; (continued)**

V. PUBLIC HEARING CONTINUED

- B. Continued. AND CERTIFYING THE SOLID WASTE ASSESSMENT ROLL AS AUTHORIZED BY FLORIDA STATUTES 197.3632(4)(5) AS NECESSARY UNDER FLORIDA STATUTES 197.3632; PROVIDING FOR PUBLIC HEARING AND COMMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.”** There were no public comments.
Motion Carried Unanimously.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 5:15 P.M

VI. NEW BUSINESS

- A.** County Fire Chief Earl Wooten distributed a two-page report of the Fire Services, Emergency Medical Services (EMS), and Fire Prevention Activities provided by Okeechobee County Fire Rescue within the City during the third quarter, April 1 through June 30, 2023, and the previous reporting quarter. They responded to 488 calls, of which four were for fire services, 431 were for EMS, four were for hazardous conditions without fire, 18 were service calls, 22 were canceled good intent calls, and nine were false alarms, with an average response time of 4-minutes, 44-seconds. There were 20 annual/periodic inspections, three re-inspections, 39 inspections for Business Tax Receipt requests, three Technical Review Committee items, one underground fire line flush test, and one underground fire line hydrostatic test conducted. No citizen complaints reported. This item was for informational purposes only as required by the Fire Services Contract.

Additionally, a seven-page document distributed provided information on the Fire and EMS Assessment Update Study from FY 2016-17 to FY 2020-22. The content provided the explanation for the estimated \$289,161.00 increase, bringing the revised amount to \$897,161.00 for FY 2023-24. The Council noted their surprise in the amount of the increase the City will be required to pay for fire services. [This subject was discussed again during the Budget Workshop].

EMS is paid by City property owners via an EMS assessment on the tax roll. Residential property owners' rate will increase by \$48.05, total to be \$154.69. Rates will also be increased for Commercial and Industrial property owners. The information provided a list of the Capital Plan for FY 2023-24 through 2027-28 by personnel, apparatus, equipment, and buildings. Chief Wooten announced the ladder engine, received from the City in the August 2021 contract for services, is no longer in operation and will be surplus. Based on the information presented, it is projected to be replaced in FY 2026-27. The last page provided anticipated revenue in future years based on two proposed developments outside the City's jurisdiction. [Materials distributed at the meeting have been incorporated into the official minute file, labeled as **Exhibit 8**].

- B.** Motion and second by Council Members Chandler and McAuley to approve a Piggyback Agreement from the Okeechobee Utility Authority, with Evergreen Solutions, LLC, not to exceed \$18,500.00 for an employee classification and compensation survey and study [as presented in **Exhibit 4**]. **Motion Carried Four to One, Jarriel voted No.**
- C.** Motion by Council Member Jarriel, second by Vice Mayor Clark to approve an Agreement with Kimley-Horn and Associates, Inc., for professional [civil engineering] services [as provided in RFQ No. ADM-01-32-07-21] in the amount of \$56,040.00 for the SE 8th Avenue Stormwater Improvement Project, Florida Department of Environmental Protection (FDEP) Agreement LPA0350 [as presented in **Exhibit 5**]. **Motion Carried Unanimously.**
- D.** Motion and second by Council Members McAuley and Jarriel to adopt proposed Resolution No. 2023-06 adopting the [FY 2023-24] commercial rates for solid waste collection and disposal services [as presented in **Exhibit 6**].

Attorney Fumero read the title of proposed Resolution No. 2023-06 into the record as follows: **“A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; REVISING THE COMMERCIAL RATE SCHEDULE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF OKEECHOBEE FOR FISCAL YEAR 2023-2024; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.”** **Motion Carried Unanimously.**

VII. CITY ATTORNEY UPDATE

- Work is progressing on a medical marijuana dispensary ban ordinance;
- Adoption pending of storm shutter and required connection to water/wastewater services ordinances;
- Title to Cattlemen's Square, of FLAGLER PARK, is an on-going issue, exploring options with FDEP;
- Continuing to work with Clerk's Office to identify ordinances that require modification due to the new Charter.

VIII. CITY ADMINISTRATOR UPDATE

- Met with representatives of Westlake Roofing, considering expansion and want to purchase two more lots in the City Commerce Center;
- Family-owned prefabrication company from Miami expressed an interest in purchasing three lots in the City Commerce Center to relocate their business operations;
- The City’s vendor, CW Roberts, is to begin three asphalt projects.

IX. COUNCIL COMMENTS

There were no Council comments.

X. MAYOR WATFORD RECESSED THE REGULAR MEETING AT 5:47 P.M. AND RECONVENED BY OPENING THE FIRST BUDGET WORKSHOP AT 5:54 P.M.

- A. The purpose of the Workshop was to review and discuss the proposed Budget for FY 2023-24 [as presented in **Revised Exhibit 7**].

Finance Director India Riedel presented a 22-slide Power Point, providing an overview of revenue trends over the years. Graphs of the proposed operating expenses in the General Fund and with all expenses excluding Grant Funds. A list of proposed expenses in the Capital Improvement Projects Fund, and then a chart displaying trends in expenses from FY 2016-17 to 2022-23. The materials have been incorporated into the official minute file, labeled as Exhibit 7-Power Point (22-pages), and Exhibit 7-Additional Materials (one page).

Pages 1 through 4 provided a Recapitulation of projected Revenues and Expenses for the General Fund with each page having a different Millage Rate option for consideration. Page 1 used the option of the current Millage Rate, 6.8987. Page 2 used a Millage Rate of 6.6487 (current Millage reduced by 25 percent). Page 3 used a Millage Rate of 6.3556 (the Rollback Rate with the Consumer Price Index applied). Page 4 used the Millage Rate of 6.1801 (Rollback Rate). **There was not a consensus from the Council on which Millage Rate to use to present the proposed figures at the Second Budget Workshop on August 15, 2023.**

The General Fund figures were presented utilizing the current Millage Rate of 6.8987. Beginning Fund Balance, \$4,342,501.00. Projected Revenues to date, \$8,337,573.00 (Ad Valorem \$2,980,721.00; Other Fees \$851,000.00; Intergovernmental \$2,181,952.00; Charges for Services \$1,531,700.00; Fines, Forfeitures, Penalties \$26,400.00; Uses of Money and Property \$365,000.00; Other Revenues \$50,800.00; and Transferred-In from Public Facilities Improvement Fund \$350,000.00). Projected Expenditures to date, \$8,254,378.00. Pages 5 and 6 provided a detailed Line-Item breakdown (or source) of the revenues including the transfers-in and from other funds.

Director Riedel explained the personnel costs for each Department included a \$3.00/hour salary increase to be effective October 1, 2023, and a Merit Increase of up to 2 percent to be effective June 1, 2024, with annual evaluation. Projected expenditures for each Department and discussion are as follows:

511-Legislative/City Council (pages 7 and 8)	
Total Personnel Costs:	\$ 81,555.00
Total Supplies and Other Services:	\$ 90,100.00
FY 2023-24 Proposed Total:	\$ 171,655.00

Corrections will be made to increase the salaries for the Mayor and Council as stipulated in the new Charter.

512-Executive/Administration (pages 9 and 10)	
Total Personnel Costs:	\$ 206,820.00
Total Supplies and Other Services:	\$ 51,550.00
FY 2023-24 Proposed Total:	\$ 258,370.00

The consensus of the Council was to include any salary adjustments adopted for all employees be included for the Administrator.

1512-Executive/Human Resources (HR) (pages 11 and 12)	
Total Personnel Costs:	\$ 76,315.00
Total Supplies and Other Services:	\$ 10,200.00
FY 2023-24 Proposed Total:	\$ 86,515.00

Newly added position, currently the Finance Department and City Clerk split these duties. **The consensus was to keep as proposed.** City Clerk Gamiotea offered to identify any specific expenditures within the Supplies and Other Services portion of her budget that are marked for HR be reduced to assist funding this new budget.

X. FIRST BUDGET WORKSHOP FOR FY 2023-24 CONTINUED

A. Continued. General Fund projected expenditures by Department:

2512-Executive/City Clerk (pages 13 and 14)

Total Personnel Costs:	\$ 223,470.00
Total Supplies and Other Services:	\$ 78,595.00
FY 2023-24 Proposed Total:	\$ 302,065.00

Any identified amount in the Supply and Other Services expenses will be reduced in this Department to offset the 1512-Executive/HR Department budget.

514-Legal Services (page 15)

FY 2023-24 Proposed Total: **\$ 196,400.00**

A \$500.00/month increase is reflected as requested.

513-Finance (pages 16 and 17)

Total Personnel Costs:	\$ 231,575.00
Total Supplies and Other Services:	\$ 137,500.00
FY 2023-24 Proposed Total:	\$ 369,075.00

519-General Services (pages 18 and 19)

Total Personnel Costs:	\$ 201,320.00
Total Supplies and Other Services:	\$ 437,095.00
FY 2023-24 Proposed Total:	\$ 638,415.00

521-Police Department (pages 20 and 21)

Total Personnel Costs:	\$ 2,907,420.00
Total Supplies and Other Services:	\$ 538,170.00
FY 2023-24 Proposed Total:	\$ 3,445,590.00

522-Fire Department (pages 22 and 23)

Total Personnel Costs:	\$ 54,900.00
Total Supplies and Other Services:	\$ 953,600.00
FY 2023-24 Proposed Total:	\$ 1,008,500.00

Based on the Fire and EMS Assessment Update Study from the County, Line Item 001-522-3400 increased to \$898,000.00. The figure is still preliminary and is expected to increase.

541-Public Works (pages 24 and 25)

Total Personnel Costs:	\$ 806,220.00
Total Supplies and Other Services:	\$ 971,573.00
FY 2023-24 Proposed Total:	\$ 1,777,793.00

The **Public Facilities Improvement (Transportation) Fund** (pages 26 and 27) figures were presented as follows: Beginning Fund Balance of \$1,070,838.00; Projected Revenues to date, \$1,150,151.00; Projected Expenditures to date, \$1,268,551.00; plus \$350,000.00 to be transferred-out to the General Fund. **Line Item 301-549-6300 will increase by \$400,000.00, see next paragraph for more details.**

The **Capital Improvement Projects Fund** (pages 28 and 29) figures were presented as follows: Beginning Fund Balance of \$3,827,861.00; Projected Revenues to date, \$50,000.00; Projected Expenditures to date, \$609,360.00. **Per Council consensus, \$400,000.00 will be transferred-out to the Public Facilities Improvement Fund to Line Item 301-549-6300 to increase the asphalt and roadway reconstruction from \$100,000.00 to \$500,000.00. The expenditure of \$9,360.00 from Line Item 304-521-6400 Law Enforcement Capital for body cameras will be moved to and expended from the Law Enforcement Special Fund.**

The **Other Grants (302-Taylor Creek, SE 4th Street) Fund** (page 30) figures were presented with no Projected Revenues or Expenditures.

The **Industrial Development (America Rescue Plan Act Funds) Grant Fund** (page 31) figures presented as follows: Projected Revenues to date, \$1,409,246.00; Projected Expenditures to date, \$1,409,246.00 for stormwater infrastructure.

The **Appropriations Grant (307-SE 8th Avenue) Fund** (page 32) Projected Revenues to date, \$243,400.00, which includes \$3,400.00 transferred-in from Capital Improvement Projects Fund; Projected Expenditures to date, \$243,400.00.

X. FIRST BUDGET WORKSHOP FOR FY 2023-24 CONTINUED

- A.** Continued. The **Other Grant (309-City Hall Renovations) Capital Fund** (page 33) figures were presented as follows: Projected Revenues to date, \$1,860,000.00; Projected Expenditures to date, \$1,739,750.00; leaving a Fund Balance of \$120,250.00. This grant is for renovations to City Hall.

The final proposed budget was the **Law Enforcement Special Fund** (page 34): Beginning Fund Balance of \$16,890.00; Projected Revenues to date, \$1,000.00; Projected Expenditures to date, \$11,500.00; leaving a Fund Ending Balance of \$6,390.00, **which will be revised to include the body camera purchases.**

There was not a clear consensus regarding salaries. **The Council requested figures on the difference in total amounts to provide a \$3.00/hour increase to a three percent increase, and for up to a five percent Cost-of-Living Adjustment.** The information and corrections will be presented at the Second Budget Workshop on August 15, 2023, at 5:00 P.M.

XI. MAYOR WATFORD CLOSED THE FIRST BUDGET WORKSHOP AND RECONVENED IN REGULAR SESSION AT 8:39 P.M.

- A.** There were no unfinished items or issues from the Budget Workshop to be discussed.

XII. ADJOURNMENT

Mayor Watford adjourned the meeting at 8:39 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: 07/01/2023 - 07/31/2023

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.	07/14/2023	Regular	0.00	1,724.31	1960
Culpepper & Terpenin	Culpepper & Terpening, Inc.	07/14/2023	Regular	0.00	1,700.00	1961
W&W	W&W Lumber Company of Okeechobee	07/14/2023	Regular	0.00	53.94	1962
Clemons, Rutherford	Clemons, Rutherford & Associates, Inc	07/31/2023	Regular	0.00	9,555.00	1963
Home Depot	Home Depot	07/31/2023	Regular	0.00	99.25	1964

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	13,132.50
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
	5	5	0.00	13,132.50

Check Report

Date Range: 07/01/2023 - 07/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
Building Code Admini	Building Code Administrators and	07/11/2023	EFT	0.00	461.27	187
Florida Building Com	Florida Building Commission	07/11/2023	EFT	0.00	375.91	188
City Of Okeechobee P	City Of Okeechobee Payroll Account	07/12/2023	EFT	0.00	108,273.79	189
1644	PRM - Health Insurance	07/14/2023	EFT	0.00	56,230.45	190
1770	PRM - Life, LTD & STD	07/14/2023	EFT	0.00	2,426.52	191
1770	PRM - Life, LTD & STD	07/14/2023	EFT	0.00	1,454.77	192
467	PRM - Property & Casualty	07/14/2023	EFT	0.00	77,345.00	193
1645	PRM - Vision & Dental	07/14/2023	EFT	0.00	2,388.24	194
City Of Okeechobee P	City Of Okeechobee Payroll Account	07/26/2023	EFT	0.00	109,771.77	195
U S Department	U.S. Department of Treasury	07/31/2023	EFT	0.00	26,038.10	196
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	07/11/2023	Regular	0.00	1,248.49	46107
BOA- 9616	Bank of America - 9616 PD#2	07/11/2023	Regular	0.00	1,249.79	46108
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	07/11/2023	Regular	0.00	66.00	46109
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	07/11/2023	Regular	0.00	950.66	46110
AdvanceAuto	Advance Auto Parts	07/14/2023	Regular	0.00	96.43	46111
American Drilling Se	American Drilling Services, Inc.	07/14/2023	Regular	0.00	30.00	46112
2069	Axon Enterprise, Inc.	07/14/2023	Regular	0.00	348.80	46113
C&C Industrial Enter	C&C Industrial Enterprise. LLC	07/14/2023	Regular	0.00	115.05	46114
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	07/14/2023	Regular	0.00	1,831.00	46115
CenturyLink-LD	CenturyLink	07/14/2023	Regular	0.00	16.97	46116
City Electric Supply	City Electric Supply	07/14/2023	Regular	0.00	23.15	46117
Domer's Inc.	Domer's Inc.	07/14/2023	Regular	0.00	105.93	46118
Federal Eastern Inte	Federal Eastern International, Inc.	07/14/2023	Regular	0.00	833.79	46119
CIT Technology Finan	First-Citizens Bank & Trust Co	07/14/2023	Regular	0.00	996.68	46120
Fitness Factory	Fitness Factory	07/14/2023	Regular	0.00	220.00	46121
Gary's Lock & Safe	Gary's Lock & Safe	07/14/2023	Regular	0.00	40.00	46122
Gilbert Outdoors	Gilbert Outdoors	07/14/2023	Regular	0.00	101.39	46123
Harris	Harris Corporation	07/14/2023	Regular	0.00	738.00	46124
HealthEquity	HealthEquity	07/14/2023	Regular	0.00	788.46	46125
ICS	ICS Computers Inc.	07/14/2023	Regular	0.00	2,879.00	46126
IMS	IMS	07/14/2023	Regular	0.00	279.78	46127
2253	MacVicar Consulting, Inc.	07/14/2023	Regular	0.00	250.00	46128
Morris-Depew Associa	Morris-Depew Associates, Inc.	07/14/2023	Regular	0.00	10,331.75	46129
BOCC	Okeechobee County - BOCC	07/14/2023	Regular	0.00	350.00	46130
314	Okeechobee County Sheriffs Office	07/14/2023	Regular	0.00	18,489.99	46131
1727	Okeechobee Dodge Chrysler Jeep	07/14/2023	Regular	0.00	212.09	46132
222	Okeechobee News c/o Independent Newspape	07/14/2023	Regular	0.00	1,130.20	46133
2064	Red Ink Printing	07/14/2023	Regular	0.00	53.56	46134
1574	Salem Trust Company	07/14/2023	Regular	0.00	8,831.01	46135
1574	Salem Trust Company	07/14/2023	Regular	0.00	15,750.49	46136
2183	Select Shred	07/14/2023	Regular	0.00	30.00	46137
1474	St. Lucie Battery & Tire	07/14/2023	Regular	0.00	42.80	46138
350	Superior Water Works, Inc.	07/14/2023	Regular	0.00	55.00	46139
Supplyline	Supplyline	07/14/2023	Regular	0.00	48.00	46140
Taylor Rental	Taylor Rental - Okeechobee	07/14/2023	Regular	0.00	130.98	46141
1516	Total Roadside Services, Inc.	07/14/2023	Regular	0.00	75.00	46142
1861	TransUnion Risk & Alternative Data	07/14/2023	Regular	0.00	75.00	46143
TCMA	Treasure Coast Medical Associates	07/14/2023	Regular	0.00	2,898.00	46144
2258	Tyler Business Forms	07/14/2023	Regular	0.00	216.56	46145
1544	UniFirst Corp	07/14/2023	Regular	0.00	342.68	46146
Verizon	Verizon Wireless	07/14/2023	Regular	0.00	411.85	46147
WEX	WEX Bank	07/14/2023	Regular	0.00	6,286.42	46148
AFLAC	American Family Life Assurance Co.	07/31/2023	Regular	0.00	475.32	46149
America's Office Sou	America's Office Source	07/31/2023	Regular	0.00	223.53	46150
Apple Machine and Su	Apple Machine and Supply Co.	07/31/2023	Regular	0.00	65.00	46151
1988	Ardex	07/31/2023	Regular	0.00	60.68	46152
C&C Industrial Enter	C&C Industrial Enterprise. LLC	07/31/2023	Regular	0.00	287.10	46153
Carl Berlin	Carl Berlin	07/31/2023	Regular	0.00	35.00	46154
CenturyLink-Fiber	Century Link	07/31/2023	Regular	0.00	1,826.54	46155
CenturyLink-Local	CenturyLink	07/31/2023	Regular	0.00	2,121.24	46156

Check Report

Date Range: 07/01/2023 - 07/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Clarke Environmental	Clarke Environmental Mosquito Management	07/31/2023	Regular	0.00	2,735.00	46157
Comcast	Comcast	07/31/2023	Regular	0.00	216.30	46158
Douglas McCoy	Douglas McCoy	07/31/2023	Regular	0.00	35.00	46159
FPL	Florida Power & Light Company	07/31/2023	Regular	0.00	3,271.74	46160
FPL	Florida Power & Light Company	07/31/2023	Regular	0.00	1,432.08	46161
Gilbert Outdoors	Gilbert Outdoors	07/31/2023	Regular	0.00	1,301.62	46162
Glades Air Condition	Glades Air Conditioning	07/31/2023	Regular	0.00	70.00	46163
Harris	Harris Corporation	07/31/2023	Regular	0.00	738.00	46164
HealthEquity	HealthEquity	07/31/2023	Regular	0.00	16.20	46165
1892	Highland Pest Control	07/31/2023	Regular	0.00	10.00	46166
Home Depot	Home Depot	07/31/2023	Regular	0.00	375.48	46167
ICS	ICS Computers Inc.	07/31/2023	Regular	0.00	51.79	46168
1105	Indian River Crime Laboratory	07/31/2023	Regular	0.00	10,251.75	46169
2174	James Shaw	07/31/2023	Regular	0.00	35.00	46170
1866	JC Newell Const. Inspect. Services, Inc.	07/31/2023	Regular	0.00	5,356.00	46171
JonathanFolbrecht	Jonathan Folbrecht	07/31/2023	Regular	0.00	35.00	46172
105	Jones Equipment Company, Inc.	07/31/2023	Regular	0.00	138.00	46173
1532	Karyne Brass	07/31/2023	Regular	0.00	35.00	46174
594	KYOCERA Document Solutions Southeast	07/31/2023	Regular	0.00	911.75	46175
2198	Labor Finders	07/31/2023	Regular	0.00	912.80	46176
1071	LegalShield	07/31/2023	Regular	0.00	14.95	46177
117	Liberty National Life Ins. Co.	07/31/2023	Regular	0.00	179.28	46178
MissionSquare	MissionSquare	07/31/2023	Regular	0.00	2,500.00	46179
MissionSquare	MissionSquare	07/31/2023	Regular	0.00	231.74	46180
2148	Motorola Solutions, Inc.	07/31/2023	Regular	0.00	8,879.72	46181
2212	Nason Yeager Gerson Harris & Fumero P.A.	07/31/2023	Regular	0.00	9,400.00	46182
OUA	Okeechobee Utility Authority	07/31/2023	Regular	0.00	1,254.68	46183
2043	O'Reilly Auto Parts	07/31/2023	Regular	0.00	57.98	46184
1564	Philip Baughman	07/31/2023	Regular	0.00	35.00	46185
2165	Richard Chartier	07/31/2023	Regular	0.00	35.00	46186
1574	Salem Trust Company	07/31/2023	Regular	0.00	9,948.53	46187
1574	Salem Trust Company	07/31/2023	Regular	0.00	5,542.29	46188
554	Scott's Quality Cleaning	07/31/2023	Regular	0.00	3,443.32	46189
2183	Select Shred	07/31/2023	Regular	0.00	30.00	46190
Sprint	Sprint	07/31/2023	Regular	0.00	77.02	46191
Summit	Summit Fire & Security	07/31/2023	Regular	0.00	1,405.00	46192
350	Superior Water Works, Inc.	07/31/2023	Regular	0.00	55.00	46193
Supplyline	Supplyline	07/31/2023	Regular	0.00	49.00	46194
1513	T.R.A.C. Refrigeration	07/31/2023	Regular	0.00	416.52	46195
1813	Thompson Reuters	07/31/2023	Regular	0.00	104.36	46196
TCMA	Treasure Coast Medical Associates	07/31/2023	Regular	0.00	453.24	46197
1939	United Way	07/31/2023	Regular	0.00	36.00	46198
338	US Postal SVC/Neopost Postage On Call	07/31/2023	Regular	0.00	1,000.00	46199
Verizon	Verizon Wireless	07/31/2023	Regular	0.00	815.14	46200
W&W	W&W Lumber Company of Okeechobee	07/31/2023	Regular	0.00	60.95	46201
743	Walmart/Capital One	07/31/2023	Regular	0.00	28.88	46202
2244	Waste Management	07/31/2023	Regular	0.00	48,721.61	46203

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	97	0.00	206,768.88
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	10	10	0.00	384,765.82
	128	107	0.00	591,534.70

Check Report

Date Range: 07/01/2023 - 07/31/2023

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	07/31/2023	Regular	0.00	675.00	1397

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: 07/01/2023 - 07/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	07/11/2023	Regular	0.00	1,124.39	3660
Culpepper & Terpenin	Culpepper & Terpening, Inc.	07/14/2023	Regular	0.00	2,140.00	3661
FERGUSON WATERWO	FERGUSON WATERWORKS	07/14/2023	Regular	0.00	7,028.24	3662
Taylor Rental	Taylor Rental - Okeechobee	07/14/2023	Regular	0.00	379.99	3663
W&W	W&W Lumber Company of Okeechobee	07/14/2023	Regular	0.00	88.97	3664
CW Roberts Contracti	CW Roberts Contracting, Inc.	07/31/2023	Regular	0.00	409.00	3665
FPL	Florida Power & Light Company	07/31/2023	Regular	0.00	5,663.91	3666
Home Depot	Home Depot	07/31/2023	Regular	0.00	481.29	3667
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	07/31/2023	Regular	0.00	4,056.50	3668

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	9	0.00	21,372.29
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	9	0.00	21,372.29

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	112	0.00	241,948.67
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	10	10	0.00	384,765.82
	144	122	0.00	626,714.49

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	7/2023	591,534.70
301	PUBLIC FACILITY FUND	7/2023	21,372.29
304	CAPITAL PROJECTS FUND	7/2023	13,132.50
307	APPROPRIATIONS GRANT FUND	7/2023	675.00
			626,714.49



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: Storm Shutter Ordinance No. 1276
DATE: August 15, 2023

On July 18, 2023, the City Council did not approve the second reading of the Storm Shutter Ordinance No. 1276. We are asking the Council to approve the second reading by amending Ordinance No. 1276 to reflect the changes listed below.

During the discussion of the second reading the Council felt like Section 90-84 needed further clarification. The following changes are being proposed to provide more clarity in Section 90-84 concerning protocols for commercial and residential structures.

Currently the title for the City's Shutter Ordinance Section 90-84 is:

- 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.

Staff is proposing to replace the title for the City's Shutter Ordinance Section 90-84 to read:

- Section 90-84. Storm Shutters Protocol for Commercial and Residential Structures.

Staff is also proposing to eliminate subsection (a) and change subsections (b) and (c) to subsections (3) and (4).

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. **POSTPONED** to this 15th day of August 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
Nason Yeager Gerson Harris & Fumero, P.A.



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

VI. PUBLIC HEARING CONTINUED

- A. Continued. **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 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 by Vice Mayor Clark, second by Council Member Chandler to adopt proposed Ordinance No. 1272. There were no comments from the public. **Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.**

- B. Motion and second by Council Members Jarriel and McAuley to read by title only, proposed Ordinance No. 1276, for LDR Text Amendment Application No. 23-003-TA, adding storm shutter regulations within Chapter 90 of the Code of Ordinances [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

Attorney Hyden read the title of proposed Ordinance No. 1276 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LDR, 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 Vice Mayor Clark, second by Council Member Chandler, to adopt proposed Ordinance No. 1276. There were no comments from the public. Motion by Vice Mayor Clark, second by Council Member McAuley to postpone the motion on the floor to adopt proposed Ordinance No. 1276, to August 15, 2023. **Motion to Postpone Carried Unanimously.**

- C. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1277, regarding Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 23-001-SSA, submitted by Roland Mossel, to reclassify 0.33+/- acres located in the 100 block of Northwest 11th Street, from Commercial (C) to Multi-Family Residential (MFR), Legal Description: Lots 25 and 26 of Block 19, OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public records [as presented in **Exhibit 3**]. **Motion Carried Unanimously.**

Attorney Hyden read the title of proposed Ordinance No. 1277 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FLUM ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM C TO MFR, APPLICATION NO. 23-001-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FLUM IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Vice Mayor Clark, second by Council Member Chandler to adopt proposed Ordinance No. 1277. City Planner Ben Smith, attending remotely via Zoom, reviewed the Planning Staff Report. The Planning Board and Planning Staff recommend approval. Clerk Gamiotea stated for the record 20 courtesy notices were mailed to the property owners, advertisements, and one sign were properly posted, with no objections or comments received to date. There were no public comments. **Roll Call Vote: Chandler – Yea, Clark – No, Jarriel – No, McAuley – Yea, Watford – Yea. Motion Carried Three to Two.**

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

Attorney Hyden 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."**

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~~ ^{new} 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. 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. **POSTPONED** to this 15th day of August 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
Nason Yeager Gerson Harris & Fumero, P.A.

VI. PUBLIC HEARING CONTINUED

- A. Continued. **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 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 by Vice Mayor Clark, second by Council Member Chandler to adopt proposed Ordinance No. 1272. There were no comments from the public. **Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea. Motion Carried.**

- B. Motion and second by Council Members Jarriel and McAuley to read by title only, proposed Ordinance No. 1276, for LDR Text Amendment Application No. 23-003-TA, adding storm shutter regulations within Chapter 90 of the Code of Ordinances [as presented in **Exhibit 2**]. **Motion Carried Unanimously.**

Attorney Hyden read the title of proposed Ordinance No. 1276 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LDR, 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 Vice Mayor Clark, second by Council Member Chandler, to adopt proposed Ordinance No. 1276. There were no comments from the public. Motion by Vice Mayor Clark, second by Council Member McAuley to postpone the motion on the floor to adopt proposed Ordinance No. 1276, to August 15, 2023. **Motion to Postpone Carried Unanimously.**

- C. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1277, regarding Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 23-001-SSA, submitted by Roland Mossel, to reclassify 0.33+/- acres located in the 100 block of Northwest 11th Street, from Commercial (C) to Multi-Family Residential (MFR), Legal Description: Lots 25 and 26 of Block 19, OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public records [as presented in **Exhibit 3**]. **Motion Carried Unanimously.**

Attorney Hyden read the title of proposed Ordinance No. 1277 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FLUM ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM C TO MFR, APPLICATION NO. 23-001-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FLUM IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Vice Mayor Clark, second by Council Member Chandler to adopt proposed Ordinance No. 1277. City Planner Ben Smith, attending remotely via Zoom, reviewed the Planning Staff Report. The Planning Board and Planning Staff recommend approval. Clerk Gamiotea stated for the record 20 courtesy notices were mailed to the property owners, advertisements, and one sign were properly posted, with no objections or comments received to date. There were no public comments. **Roll Call Vote: Chandler – Yea, Clark – No, Jarriel – No, McAuley – Yea, Watford – Yea. Motion Carried Three to Two.**

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

Attorney Hyden 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."**

VI. PUBLIC HEARING CONTINUED

D. Continued. Motion and second by Council Members Chandler and McAuley to adopt proposed Ordinance No. 1278. There were no comments from the public. Mr. John Hayford, Executive Director, Okeechobee Utility Authority (OUA), responded to questions from the Council. Motion by Vice Mayor Clark, second by Council Member Jarriel to postpone the motion on the floor to adopt proposed Ordinance No. 1278 to August 15, 2023, to allow time for: Mr. Hayford to request the OUA Board of Directors offer financing for the house to street sewer construction and abandon the septic tank costs and report their response; Administrator Ritter to research and report his findings on what financing options or flexibility other municipalities are offering their residents on this issue; City Attorney to research and report the process for creating an assessment by the City to finance the costs. **Motion to Postpone Carried Unanimously.**

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 7:47 P.M.

VII. NEW BUSINESS

- A. Motion by Council Member Jarriel, second by Vice Mayor Clark to approve the School Resource Officer Agreement with Okeechobee Christian Academy [for School Years 2023-24 and 2024-25 as presented in **Exhibit 5**]. **Motion Carried Unanimously.**
- B. Motion by Council Member Chandler, second by Vice Mayor Clark to approve the maximum Millage Rate for advertisement for 2023 Tax Notice, Millage Rate of 6.8987 for Budget Year 2023-24 [as presented in **Exhibit 6**]. **Motion Carried Three to Two with Clark and Jarriel Voting No.**
- C. Motion and second by Council Members Jarriel and McAuley to approve the budget calendar for the Fiscal Year 2023-24, setting Workshops for August 1, 2023, and August 15, 2023, following the regular City Council meeting commencing at 5:00 P.M., First Budget Hearing for September 5, 2023, at 6:00 P.M. during the regular City Council meeting, and reschedule the regular City Council meeting to be held September 19, 2023, to the same date as the Final Budget Hearing on September 25, 2023, at 6:00 P.M. [as presented in **Revised Exhibit 7** and correcting the display advertisement date from September 22nd to 20th]. **Motion Carried Unanimously.**
- D. Motion and second by Council Members Chandler and McAuley to award a contract [not to exceed \$35,000.00] for RFQ No. PW 03-32-05-23, Landscape Maintenance and Installation Services, to Nunez Lawncare and Landscaping, Inc. [as presented in **Exhibit 8** for August 1, 2023, through September 30, 2023]. **Motion Carried Unanimously.**
- E. Motion by Council Member Jarriel, second by Vice Mayor Clark to award a contract for Bid No. PW 04-10-05-23, City of Okeechobee SE 4th Street Drainage and Improvements to Johnson-Davis, Incorporated [Florida Department of Environmental Protection (FDEP) Grant No. LPQ0007, not to exceed \$218,500.00, as presented in **Revised Exhibit 9**]. **Motion Carried Unanimously.**
- F. Administrator Ritter requested a discussion regarding the addition of a restroom facility to Block A/Park No. 4, of FLAGLER PARK. There was not a consensus for any official action at this time.
- G. Administrator Ritter explained the City had been invited to enter an Amicus Brief with other challengers as a means to deal with the Army Corp of Engineers failure to follow mandates regarding the Water Resources Development Act of 2000 water savings clause. The Council instructed Administrator Ritter to thank them for the invitation but graciously decline.

VIII. CITY ATTORNEY UPDATE

- Working on Technical Review Committee code amendment;
- Compensation Study and a Medical Services Contract renewal provided to Staff;
- Request for Proposals for Auditing Services reviewed;
- Resolution with updated Residential Rates for WM progressing;
- Cattlemen's Square Opinion of Title, pending response from FDEP;
- Continuing to work on City Code Updates required due to new Charter;
- Building Permit Fee resolution is pending rewrite as an ordinance;
- Drafting ordinance banning medical marijuana dispensaries.

IX. CITY ADMINISTRATOR UPDATE

- Meeting with South Florida Water Management District to discuss the permit for Commerce Center;
- Business has expressed an interest in purchasing three lots in Commerce Park, property to be reappraised;
- Provided an update on meeting with WM representatives, additional carts can be purchased by customers for \$24.00.

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.



City of Okeechobee 2024-2025 Legislative Priorities

The City of Okeechobee thanks you for your service and appreciates your dedication to the rural areas and for your support especially with funding of the water quality grant programs for resilience, stormwater, wastewater and water infrastructure, broadband, and for transportation funding.

We are requesting your assistance and support with the following 2024-2025 Legislative priorities:

Appropriation Funding Requests:

- **Public Safety Facility:** \$1,200,000 – Funds will be used for contractual architectural/engineering and construction services to address hardening of City-owned Public Safety Building, which will serve as additional Emergency Operations Center for police and the general services department.
Resilience improvements include replacement of openings with storm rated and approved doors/windows, hardening of exterior structural defects and security concerns and strengthen the building for disaster preparedness compliance.
- **Stormwater Quality Improvements:** \$1,000,000 -- Funds to be used for design, permitting, bidding, administration, project management and construction of additional stormwater quality drainage improvements that will reduce pollutants entering Taylor Creek/Lake Okeechobee Watershed Basin & Estuary. The project provides for protection of life, health, safety and the environment including wildlife.

Issues of Concerns:

Home Rule/Unfunded Mandates -- Our appeal to you as Legislators continues to be to help us by **avoiding unfunded mandates and attacks on home rule** and all legislation that will eventually cause harm. As a Rural Area of Opportunity (formerly known as Rural Area of Critical Economic Concern/RACEC), we need your continued support on any front to augment our fiscally constrained plight. Our area has fallen on uniquely difficult times...more specifically our:

- Unemployment above State averages.
- Poverty level is higher than State averages.

We seek your Support for:

Lake Okeechobee LOSOM –Thank you for including funding for northern water storage treatment programs. We support the scientific methodology as it reduces pollutants flowing into the Lake Okeechobee Basin and Estuary. The City's position for the new LOSOM schedule is as outlined in the attached Resolution No. 2021-07.



City of Okeechobee 2024-2025 Legislative Priorities

Broadband Expansion Programs – We appreciate your efforts and support with the broadband initiative programs for telecommunications infrastructure improvements and expenses for critical technologies needed for all levels of education requirements, telemedicine, access for government programs and/or applications, etc.

During the pandemic, the City added solar hot spots to the City Parks with COVID-19 funding sources for families and individuals, which proved to be a significant program for our community. The hot spots incur a monthly expense for the City.

FDOT – Continued financial commitment to State Road 70 widening project; including SR 70 west to Highway 27 -- FDOT anticipates much needed extraordinary expenditures within Okeechobee County, which will foster continued economic growth, traffic congestion relief and appropriate evacuation routing.

Advertising – We encourage the use of more electronic based advertising over newspaper requirements. As we've pointed out in the past, having a newspaper publish only once a week is a challenge for us to get notices out and also makes it more difficult for an applicant to get their projects properly noticed in a timely manner. The Okeechobee News is now extending the lead time for advertisements to 13 days. We need a better alternative since this further disrupts the flow of work.

Increase/Maintain Funding of State Programs:

- State Grant programs –
 - Florida Department of Environmental Protection (FDEP) water quality grants for resiliency, wastewater, stormwater, and water improvements. *Thank you for your support and funding of the Taylor Creek SE 8th Avenue Stormwater Conveyance project.*
 - Florida Recreation Development Assistance Program (FRDAP) -- This Florida Department of Environmental Protection (FDEP) grant program provides matching funds for certain new outdoor recreational projects and certain improvements to existing parks. Since, funding for FRDAP is contingent upon an annual legislative appropriation, we request full funding of this program. *The City has successfully secured funding through this program most recently for Cattlemen's Square and Centennial Park!*
 - Florida Commerce/Dept. of Economic Opportunity Programs Rural Infrastructure Programs -- The Rural Infrastructure Fund (RIF) Grant is to facilitate the planning, preparing and financing of infrastructure projects in rural communities which will encourage job creation, capital investment and the strengthening and diversification of rural economies. The RIF program is intended to facilitate access of rural communities to infrastructure funding programs.
 - Historical Preservation Programs - Thank you for continuing to fund the Historical Grant programs. The City supports these important grant programs that assist with keeping



City of Okeechobee 2024-2025 Legislative Priorities

Florida's history in the forefront, i.e., Okeechobee Battlefield Historic State Park, and historical buildings including City Hall that was built in 1926.

- FDOT Grants - Small County Outreach Program (SCOP) - Please continue to allocate funds to SCOP. The \$9 million funds established for RAO municipalities allows our City an avenue to improve our roadways through this program, which addresses repairing or rehabilitating bridges, paving unpaved roads, addressing road related drainage improvements, resurfacing or reconstructing roads, or constructing capacity or safety improvements.

- **Rural and Family Lands Protection Program:**

- An agricultural land preservation program designed to protect important agricultural lands through the acquisition of permanent agricultural land conservation easements.
- The program is designed to meet three needs:
 - Protect valuable agricultural lands.
 - Create easement documents that work together with agricultural production to ensure sustainable agricultural practices and reasonable protection of the environment without interfering with agricultural operations in such a way that could put the continued economic viability of these operations at risk.
 - Protect natural resources, not as the primary purpose, but in conjunction with the economically viable agricultural operations.

Issues of Financial Concern:

The City is opposed to any new stormwater and water quality rule requirements that may be imposed on new development in the future. It is our understanding there is an effort by FDEP called Stormwater 2020 where a new water quality bill could be submitted that would require strict pre vs post development water quality criteria on any new development. This could severely impact our ability to grow commercially and in our residential areas making it more costly to develop a piece of land.

Exemptions – State Mandated

Our City has always been cognizant of taxpayer affordability. Our request, which parallels the 'no unfunded mandate' statement, is that there is ***no mandated tax exemption***, or at least there is no legislation that echoes the 'one size fits all' philosophy. Any legislation proposing additional tax exemptions should give the local jurisdiction the authority to initiate.

Local Business Taxes

The City requests that our legislative delegation not support any actions to remove or alter the current Florida Statutes allowing counties and municipalities the authority to levy local business taxes subject to certain conditions. These local business taxes are currently used by local government to provide resources for a variety of services, including public safety and



City of Okeechobee 2024-2025 Legislative Priorities

economic development. In connection with the Business Tax Receipt (BTR), the City performs a number of inspections including health and safety review. The BTR provides a registry of business activity that can be monitored for appropriate zoning, land use and Code compliance. A number of legislative initiatives through the years has been brought forward that restricted or would have repealed the authority of local governments to levy the local business tax; negatively impacting resources for providing services and future bonding needs. No legislation should be enacted that eliminates or further restricts the use of the local business tax. The City of Okeechobee revenue loss is estimated at \$70,000+.

Communications Services Tax (CST)

The City requests that a solution to declining and inequitable Communication Service Tax be considered.

Legislative and technological changes which have occurred over the past few years have resulted in an erosion of CST revenues to the state and local governments, diminishing the reliability of the revenue stream for operating and future bonding needs. These changes have also resulted in like services being taxed differently depending on the service provider or method of sale, causing the very discrimination the Communications Services Tax Simplification law was intended to prevent.

In light of the fact that any changes to the CST revenue stream not carefully conceived could cause serious financial harm to local government, legislation aimed at reforming the Communications Services Tax should:

- Be developed through consensus by a working group comprised of local governments, the communications industry and the state;
- Allow the CST to remain a locally-controlled revenue stream;
- Be carefully crafted to stabilize the currently diminished local government share of CST revenues and augment revenues by eliminating certain loopholes that have been realized;
- Remove competitive advantages by providing similar tax treatment to similar services, regardless of the technology utilized nor method of delivery;
- Provide transparency, such that the tax can easily be recalculated by the customer and audited by DOR.

Support for Other Local Agencies and Initiatives:

The City of Okeechobee supports the legislative initiatives of each agency below:

- Okeechobee County
- Okeechobee Utility Authority
- Okeechobee County School District
- Chamber of Commerce
- Florida League of Cities, as appropriate
- Treasure Coast Council of Local Government
- Treasure Coast Regional League of Cities



City of Okeechobee 2024-2025 Legislative Priorities

- Career Source Heartland
- Central Florida Regional Planning Council
- Indian River Lagoon/National Estuaries Program
- Comprehensive Everglades Restoration Program

Contact Information:

City Council Members:

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

Gary Ritter, City Administrator
(863) 763-9811
Email: gritter@cityofokeechobee.com
Phone: (863) 763-9811
Cell: 863-610-1562
Address: 55 SE 3rd Avenue, Okeechobee, FL 34974

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA, RELEASING THE CITY’S RIGHT OF FIRST REFUSAL TO PURCHASE OKEECHOBEE COMMERCE CENTER LOTS 1 AND 2; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida (“City”), has received notice that Westlake Royal Roofing, LLC (“Purchaser”) has entered into a contract to purchase the real property known as Lots 1 and 2, CITY OF OKEECHOBEE COMMERCE CENTER (the “Property”), from MDC Industrial, LLC for the sum of \$657,000.00; and

WHEREAS, the City has the right to purchase the Property pursuant to a certain Right of First Refusal, provided in the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements Affecting Okeechobee Commerce Center, made by the City Council on May 4, 2004, and recorded in the Official Records of Okeechobee County, Florida at Book 530, Pages 1952 through 1972 (the “Declaration”); and

WHEREAS, the City finds that it is in the best interest of the citizens to release its Right of First Refusal as set forth above by making the appropriate selection and executing the Release of Right of First Refusal attached hereto as **Exhibit A**.

NOW, THEREFORE, be it resolved 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: Ratification. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

SECTION 2: Release. The City hereby releases any and all Rights of First Refusal pursuant to the Declaration as it relates to the purchase of the Property by Purchaser.

SECTION 3: Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4: Severability. If any provision or portion of this resolution is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this resolution shall remain in full force and effect.

SECTION 5: Effective Date. This Resolution shall take effect upon the adoption date.

INTRODUCED AND ADOPTED in regular session this **15th** day of **August 2023**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

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

**RELEASE OF RIGHT
OF FIRST REFUSAL**

The City of Okeechobee, Florida (the “City”) acknowledges that Westlake Royal Roofing, LLC (“Purchaser”) is proposing to purchase the property known as CITY OF OKEECHOBEE COMMERCE CENTER Lots 1 and 2, having Okeechobee County Property Appraiser Parcel Identification Numbers 3-15-37-35-0020-00000-0010 and 3-15-37-35-0020-00000-0020, respectively and the following legal descriptions:

LOT 1, OF CITY OF OKEECHOBEE COMMERCE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 10 THROUGH 14, INCLUSIVE, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; and

LOT 2, OF CITY OF OKEECHOBEE COMMERCE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 10 THROUGH 14, INCLUSIVE, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

collectively hereinafter, “the Property”.

The City understands that it has the right to purchase the Property pursuant to a certain Right of First Refusal, provided in the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements Affecting Okeechobee Commerce Center, made by the City Council on May 4, 2004, and recorded in the Official Records of Okeechobee County, Florida at Book 530, Pages 1952 through 1972 (the “Declaration”).

With respect to such Right of First Refusal, the City hereby advises Purchaser as follows:

- _____ The City hereby releases any and all Rights of First Refusal pursuant to the Declaration as it relates to the purchase of the Property by Purchaser under the contract for sale dated June 30, 2023, between Purchaser and MDC Industrial, LLC (“Seller”) in the amount of \$675,000.00.
- _____ The City hereby elects to exercise its Right of First Refusal as to contract for purchase from Seller, in the amount of \$675,000.00.

This release does not apply to any future sale of the Property nor does it waive or restrict any rights the City has under the Declaration.

CITY OF OKEECHOBEE
a Florida municipal corporation

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

Date Executed: August 15, 2023

Approved as to Form and Legal Sufficiency:

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

Exhibit 5, the Preliminary Plat Application No. 23-003-TRC, is a separate exhibit.

Memo

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director
Date: 8/8/2023
Re: Request for award of 2023 Sidewalk Improvements, PW 05-11-07-23 to American Design Engineering Construction

The Public Works Department is requesting the award of the 2023 Sidewalk Improvements, PW 05-11-07-23 Contract to American Design Engineering Construction.

The City received two bids for the project. The total amount bid for each vendor is:

American Design Engineering Construction, Weston FL	\$159,050.00
Las Contracting Corporation, Tampa FL	\$214,650.00

Both contractors that bid are not local. The City contacted several local contractors during the bid process but did not receive bids from any local contractors.

The detailed bid tabulation for the project is attached. The quantities listed for each bid item are estimates. Detailed lists will be provided to the Contractor prior to commencement of work. Some items such as curbing and slab work are not currently anticipated and were included in the bid for use if a need arises in the contract period.

BID TABULATION
2023 SIDEWALK IMPROVEMENTS
PW 05-11-07-23

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	American Design Engineering Construction		Las Contracting Corporation	
				UNIT PRICE	AMOUNT	Unit price	AMOUNT
1	REMOVE EXISTING SIDEWALK AND INSTALL NEW ADA CURB RAMP CR-C PER FDOT INDEXES 300 CURB & CURB AND GUTTER, AND 304 DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS. CONCRETE SHALL BE 3,000 PSI WITH FIBER OF OTHER APPROPRIATE REINFORCEMENT MATERIAL. DETECTABLE WARNING MAT COLOR SHALL BE BRICK RED.	EA	3	\$7,150.00	\$21,450.00	\$8,500.00	\$25,500.00
2	REMOVE EXISTING SIDEWALK AND INSTALL NEW ADA CURB RAMP CR-L PER FDOT INDEXES 300 CURB & CURB AND GUTTER, AND 304 DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS. CONCRETE SHALL BE 3,000 PSI WITH FIBER OF OTHER APPROPRIATE REINFORCEMENT MATERIAL. DETECTABLE WARNING MAT COLOR SHALL BE BRICK RED.	EA	4	\$7,150.00	\$28,600.00	\$8,500.00	\$34,000.00
3	REMOVE AND REPLACE EXISTING 4-INCH THICK, FIVE (5) FOOT WIDE CONCRETE SIDEWALK. TEN (10) YARD TOTAL.	LF	650	\$50.00	\$32,500.00	\$70.00	\$45,500.00
4	REMOVE AND REPLACE EXISTING 4-INCH THICK FIVE-FOOT-WIDE CONCRETE SIDEWALK. LESS THAN TEN (10) YARD TOTAL	LF	100	\$70.00	\$7,000.00	\$75.00	\$7,500.00
	REMOVE EXISTING 4-INCH THICK FIVE (5) FOOT WIDE CONCRETE SIDEWALK, REPLACE WITH 6-INCH THICK CONCRETE SIDEWALK. TEN (10) YARD TOTAL	LF	750	\$50.00	\$37,500.00	\$95.00	\$71,250.00
5	REMOVE AND REPLACE EXISTING CONCRETE "F" CURB. TEN (10) YARD TOTAL	LF	100	\$40.00	\$4,000.00	\$60.00	\$6,000.00
6	REMOVE AND REPLACE EXISTING CONCRETE "F" CURB. LESS THAN TEN (10) YARD TOTAL	LF	100	\$60.00	\$6,000.00	\$60.00	\$6,000.00
7	INSTALL NEW CONCRETE "F" CURB. TEN (10) YARD OR GREATER TOTAL	LF	100	\$35.00	\$3,500.00	\$50.00	\$5,000.00
8	INSTALL NEW CONCRETE "F" CURB. LESS THAN TEN (10) YARD TOTAL	LF	50	\$60.00	\$3,000.00	\$50.00	\$2,500.00
9	INSTALL NEW CONCRETE "D" CURB. TEN (10) YARD OR GREATER TOTAL	LF	100	\$35.00	\$3,500.00	\$45.00	\$4,500.00
10	INSTALL NEW CONCRETE "D" CURB. LESS THAN TEN (10) YARD TOTAL	LF	100	\$65.00	\$6,500.00	\$45.00	\$4,500.00
11	INSTALL NEW 4-INCH-THICK CONCRETE SLAB	SQUARE FOOT	100	\$25.00	\$2,500.00	\$1.00	\$1,100.00
12	INSTALL NEW 6-INCH-THICK CONCRETE SLAB	SQUARE FOOT	100	\$30.00	\$3,000.00	\$13.00	\$1,300.00
TOTAL BID AMOUNT (Based on Bid Unit Prices & Estimated Quantities)					\$159,050.00		\$214,650.00

Posted: July 27, 2023 @ 11:30 A.M.

To be removed : August 7, 2023 @ 11:30 A.M.

SECTION VII
PW 05-11-07-23
CITY OF OKEECHOBEE 2023 SIDEWALK IMPROVEMENTS
AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (hereinafter, "Agreement") is dated as of the 15th day of August in the year 2023, between the City of Okeechobee (hereinafter "CITY") and American Design Engineering Construction Inc. (hereinafter "CONTRACTOR"). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The work is described as follows: provide construction services needed to install various concrete projects located within the City including:

- Removal of existing sidewalk and installation of new ADA ramps.
- Removal and replacement of existing sidewalk and/or curb and gutter.
- Installation of new sidewalk and/or curb and gutter.

Hereinafter, collectively, the "Work",

The following Exhibits are attached and are a part of this Agreement.

Exhibit A – Governing Specifications

Exhibit B – Bid Unit Price Schedule

The selected Contractors 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.

ARTICLE 2. PUBLIC WORKS DIRECTOR

2.1. PUBLIC WORKS DIRECTOR as named in the Contract Documents (as defined more fully herein) shall mean:

City of Okeechobee
Public Works Director
55 S.E. 3rd Avenue
Okeechobee, FL 34974

ARTICLE 3. CONTRACT TIME

3.1 This Agreement will be in force for a period of one (1) year.

3.2 Renewal:

This Agreement may be extended beyond the initial one (1) year. Each extension period will be for an additional one (1) year and may be renewed thereafter on an annual basis. It may be under the same or superior terms and conditions as this bid. This shall be accomplished by mutual written agreement/acceptance between the vendor and the City.

ARTICLE 4. AGREEMENT PRICE

- 4.1 CITY shall pay CONTRACTOR for performance of the work in accordance with the unit prices listed in **Exhibit B**
- 4.2 CITY shall pay the CONTRACTOR, or receive as credit, for changes or adjustments in the work made in accordance with the General Conditions, based on the unit prices indicated on the Bid form.

ARTICLE 5. MEASUREMENT AND PAYMENT

- 5.1 The City will not pay for any item that is not specifically set forth in the Bid Unit Price Schedule.
- 5.2 The total Unit Bid Price for each project shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishings all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the Unit Bid prices. All related and necessary work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included.
- 5.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishings all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.
- 5.4 Contractor shall submit Applications for Payment monthly after work has been completed. A monthly invoice shall be submitted on or before the 9th day of each month for payment. The invoice will be processed through City's regular cycle with payment usually made by the end of the following month. Example: Work performed from September 1st through September 30th. The invoice is to be received by the City no later than October 9th, and payment should be made by October 30th. 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.
- 5.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Bid Documents. The CONTRACTOR shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Public Works Director shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- 5.6 The quantities for payment, other than Final Payment, under this Agreement shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein. A representative of the CONTRACTOR shall witness all field measurements.
- 5.7 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by CITY may vary from those on the Bid Form(s). The CONTRACTOR'S attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and

the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

- 5.8 All quantities, for the submittal of payments, shall be measured and tabulated by both the Public Works Director, or representative, and CONTRACTOR. Requests for payment and supporting data shall be prepared by the CONTRACTOR and given to the Public Works Director sufficiently in advance of payment date to permit thorough checking of all quantities.
- 5.9 The CONTRACTOR shall furnish the Public Works Director whatever assistance is required, laborers, clerks and records that will enable the Public Works Director to expeditiously check all estimates and especially the final quantities of the project.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents. Work locality, weather, and with all local conditions and federal, state, and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of the work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Public Works Director in the preparation of the Drawings and Specifications.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests, and studies of such reports and related data, in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the work at the price set forth in the Contract Documents, within the time set forth in the Contract Documents, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are/or will be required by the CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated results of such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given Public Works Director written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by Public Works Director is acceptable to the CONTRACTOR.

ARTICLE 7. EARLY TERMINATION

- 7.1 Should CONTRACTOR violate any provision of this Agreement, or if the level of service and performance being provided by CONTRACTOR does not meet the expectations of the CITY after providing attempts at curing such defects, the CITY may cancel this Agreement upon thirty (30) days written notice to CONTRACTOR without further liability therefore.

ARTICLE 8. CONTRACT DOCUMENTS

The documents which comprise the entire Agreement between the CITY and the CONTRACTOR (the "Contract Documents") are made a part hereof and consist of the following:

- This Agreement
- Certificates of Insurance
- Payment Bond and Performance Bond
- Notice of Award
- Notices to Proceed
- General Conditions
- Governing Specifications attached as **Exhibit Addenda** numbers 0 to 0, inclusive.
- CONTRACTOR'S Bid Forms (including documentation accompanying the Bid and documentation prior to Notice of Award).
- Documentation submitted by CONTRACTOR prior to Notice of Award.
- Any modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
- Call for Bids, Instructions to Bidders, Bid Forms, Payment and Performance Bonds, and Application for Payment.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or replaced by a modification (as defined in the Article herein titled "General Conditions").

ARTICLE 9. GENERAL PROVISIONS

9.1 **Compliance with Laws**

The Contractor, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Agreement.

9.2 **Applicable Laws and Venue**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

9.3 **Indemnification.**

Contractor shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor 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 covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of

the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. Nothing herein, shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the State of Florida, Department of Transportation (the "Department"), including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the CITY's sovereign immunity.

9.4 Waiver of Jury Trial

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

9.5 No Discrimination

Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

9.6 No Lobbying

Pursuant to Chapter 216.347, F.S., the Contractor is prohibited from the expenditure of any funds under this Agreement to lobby the Legislature, the judicial branch or another state agency.

9.7 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.

9.8 Contractor's Duties Regarding Public Records

A. Compliance with Florida Laws

Contractor must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Agreement. The records subject to Chapter 119 may include, in addition to prepared documents, such communication as e-mails, text messages, inter-office memorandums, social media, and photographs or images; a person or entity may request public records via e-mail, or by oral or written request, and a response to such a request must be prompt; it is the responsibility of the CONTRACTOR to establish an in-house policy in reference to such records, and to identify and retain such communications in the normal course of business in the event a request is made to produce these records.

B. 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 AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTEA@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

9.9 No Third-Party Beneficiaries

This Agreement is solely for the benefit of the Contractor and the City. No person or entity other than the Contractor or the CITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.10 Assignment

Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Agreement without prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

9.11 Waiver

No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

9.12 Severability

If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

9.13 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

9.14 **Interpretation**

Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

9.15 **Survival**

All provisions of this Agreement which by their terms bind either party after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

9.16 **Force Majeure**

Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, but this Agreement shall otherwise remain in effect.

This provision shall not apply if the "Statement of Work" of this Agreement specifies that performance by the Contractor is specifically required during the occurrence of any of the events herein mentioned.

9.17 **Inspector General Cooperation**

Contractor understands and agrees that it will comply with Section 20.055(5), Florida Statutes which provides, "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

9.18 **Public Entity Crime**

As required by Florida Statute 287.133(3)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a Bid on a contract with a Public Entity for the construction or repair of a public building or a 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 in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

ARTICLE 10. PUNCHLIST PROCEDURES

Pursuant to Florida Statutes §218.735(7)(a)(I), Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

- 10.1 Within five (5) days of Substantial Completion of the construction services

purchased as defined in the Agreement, CONTRACTOR shall schedule a walkthrough with CITY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and CITY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Agreement, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, CITY may conduct the IW with its Field Inspector.

- 10.2 CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.
- 10.3 No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with the CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.
- 10.4 The intent of this section is for the CITY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than five (5) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Agreement.
- 10.5 In no event may the CONTRACTOR request payment of final retainage under Florida Statutes §218.735(7)(d) until the CONTRACTOR considers the Final Punch list to be one hundred percent (100%) complete.
- 10.6 CONTRACTOR agrees to complete the Final Punchlist items within fifteen (15) days of the date of its issuance by the CITY.
- 10.7 CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punch list is one hundred percent (100%) complete, and (b) the CITY has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.
- 10.9 CONTRACTOR acknowledges and agrees that the CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such the CITY generated lists prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the CITY during performance of the Work.
- 10.10 CONTRACTOR acknowledges and agrees that in calculating one hundred fifty percent (150%) of the amount which may be withheld by the CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes §218.735(7)(d), the CITY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this agreement. At least one counterpart each has been delivered to the CITY and CONTRACTOR. All portions of the contract documents have been signed or identified by CITY and CONTRACTOR or by Public Works Director on their behalf.

This Agreement will be effective on _____.

CITY

CONTRACTOR

By: _____
Dowling R. Watford, Jr. Mayor

By: _____

Name: _____

Attest: _____
Lane Gamiotea, CMC, City Clerk

Title: _____

Attest: _____

Title: _____

Corporate Seal

Addresses for giving notices:

CITY

CONTRACTOR

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

Florida State Contractors License No

Approved as to form and legality for the use and reliance of the City of Okeechobee only.

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

EXHIBIT A
PW 05-11-07-23
CITY OF OKEECHOBEE 2023 SIDEWALK IMPROVEMENTS
GOVERNING SPECIFICATIONS

1.0 ADA Ramp Installation

The scope of this item of the contract is to install seven (7) ADA sidewalk curb ramps on SW Park Street in the downtown area of Okeechobee. Minimizing impact to the existing business owners and customers is of highest priority. The maximum allowable time for removal, forming and pouring any single ramp located adjacent to businesses located on the South side of South Park Street is three (3) calendar days. The contractor is responsible for providing appropriate barricades, signage and other traffic control devices to assure pedestrian safety always.

All curb ramps will be installed per FDOT indexes 300 - Curb & Curb and Gutter, and 304 – Detectable Warnings and Sidewalk Curb Ramps. Concrete shall be 3,000 PSI with fiber or other appropriate reinforcement material. Detectable warning mat color shall be brick red.

The locations of the new ramps are as follows:

Number	Location	Ramp Type
1	200 block of SW Park St, midblock North side	C
2	200 block SW Park St, SW corner of Park 2	L
3	300 block of SW Park St, midblock Northside	C
4	300 block of SW Park St, SE corner of Park 3	L
5	300 block of SW Park St, SW corner of Park 3	L
6	400 block of SW Park St, midblock North side	C
7	400 block of SW Park St, SE corner of Park 4	L

**PIGGYBACK AGREEMENT ADDENDUM NUMBER 6 BETWEEN
THE CITY OF OKEECHOBEE AND
OKEECHOBEE MEDICAL PROVIDERS, INC.**

THIS PIGGYBACK AGREEMENT ADDENDUM NUMBER 6 ("Addendum") is made by and between the CITY OF OKEECHOBEE (hereinafter the "CITY"), and OKEECHOBEE MEDICAL PROVIDERS, INC., a subsidiary of Treasure Coast Medical Associates (hereinafter "TCMA" or "PROVIDER").

WHEREAS, CITY desires to procure healthcare services with and through medical professionals duly licensed and qualified to provide such services and to manage and operate an employee health center;

WHEREAS, Okeechobee County entered into a contract with PROVIDER on or about October 1, 2020 and has extended said contract thereafter through various renewals (hereinafter collectively "County Agreement");

WHEREAS, CITY originally entered into a piggyback agreement with PROVIDER on or about October 3, 2017 and has extended said agreement thereafter through various addenda (hereinafter, the piggyback agreement and addenda shall be referred to collectively as the "Piggyback Agreement");

WHEREAS, CITY is required to amend the Piggyback Agreement to incorporate the newly-enacted Florida Statutes Section 287.05701;

WHEREAS, Certain CITY employees presently do not to participate in the group health insurance plan through the group health insurance provided through the CITY due to cost issues;

WHEREAS, the Piggyback Agreement may enable certain CITY employees and their eligible dependents to participate in the medical services with PROVIDER; and

WHEREAS, as described in the Piggyback Agreement, the fees would be through payroll deduction, or if retired, fees must be paid prior to the 25th of the month, for benefits to be paid for the following month. For those employees not participating in employee health insurance the city will pay the monthly fee;

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

- 1. Recitals.** The above recitals are true and correct and are incorporated into this Addendum by reference.
- 2. Terms and Conditions.** This Addendum shall, except as otherwise stated herein, be subject to the terms and conditions of the County Agreement, which is attached

and incorporated herein as **Exhibit A**, and the Piggyback Agreement, which is attached and incorporated herein as **Exhibit B**.

3. **Effective Date.** This Addendum shall become effective on August 14, 2023
4. **Term.** This Addendum shall expire on September 30, 2024.
5. **Termination.** The parties adopt and incorporate the provisions of Section 3.2 of the County Agreement into this Addendum as the method of termination.
6. **Extensions.** This Addendum may be extended, from time to time, utilizing an addendum.
7. **Public Records.** Pursuant to Florida Statutes § 119.0701, to the extent PROVIDER is performing services on behalf of the CITY, PROVIDER shall adhere to the Florida public records laws as set forth in **Exhibit B**, Section 7.
8. **Amendment to Piggyback Agreement.** The “Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity”, dated October 3, 2017 and incorporated herein as part of Exhibit A, is hereby amended to add the following section 8:

8. RESPONSIBLE VENDOR DETERMINATION: TCMA is hereby notified that Section 287.05701, Florida Statutes, requires that the City of Okeechobee may not request documentation of, or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
9. **Reimbursable Operating Expenses. Exhibit C**, attached hereto and incorporated by reference, sets forth the Reimbursable Operating Expenses applicable to participants.
10. **Monthly Administration Fee. Exhibit D**, attached hereto and incorporated by reference, sets forth the Monthly Administration Fee.

[SIGNATURE PAGE FOLLOWS]

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

AS TO THE CITY:

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

AS TO THE PROVIDER

Issy Rossman
CEO, TCMA Care

WITNESSES:

Signature

Signature



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

Okeechobee County Employee Health Center CONTRACT

AUGUST 13, 2020
OKEECHOBEE MEDICAL PROVIDERS, INC.
3405 NW Federal Highway Jensen Beach, FL 34957

OKEECHOBEE COUNTY EMPLOYEE HEALTH CENTER AGREEMENT

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

RECITALS:

WHEREAS, Okeechobee County seeks to provide access to quality health care and to improve the health and wellness of its employees and other eligible persons through the provision of central services at its Employee Health Center located at (TCMA Urgent Care Facility Okeechobee, FL); and

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

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

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

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

DEFINITIONS

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

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

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

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

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

“Eligible Employee” means a current, regular status employee or COBRA participant who is currently participating in Okeechobee County’s health insurance plans. An eligible employee is also an employee or dependent that is not participating in Okeechobee County’s health insurance plan but does pay Okeechobee County to utilize TCMAi Urgent Care facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I COVENANTS AND RESPONSIBILITIES OF PROVIDER

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

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

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

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

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

1.4 Personnel.

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

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

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

dictate otherwise, the Medical Professionals shall use their best efforts to utilize the providers in Okeechobee County's applicable health plan networks or Okeechobee County's Third Party Administrator's provider network for Workers' Compensation, as applicable, taking into account geographical convenience for the employee.

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

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

qualifications of such Personnel. Provider will ensure that all Personnel complete and pass background checks to verify licensing and training.

1.7 Quality of Work. Provider represents and warrants that:

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

1.8 Hours of Operation. Provider shall provide the Services at Okeechobee County's Employee Health Center a minimum of sixty-eight (68) hours per week in accordance with the schedule attached hereto as Exhibit D. Any modifications to the operating schedule based on demand are subject to Okeechobee County's prior written approval. A minimum of at least one of the Physician, Physician Assistant or Nurse Practitioner shall always be on site that the facility is open.

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

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

1.11 Project Representative. Provider hereby designates Jonathan M. Adelberg MD FAEP Medical Director TCMA, as Provider's project representative ("**Provider Project**")

Representative”) to represent Provider in all of its dealings with Okeechobee County relating to the operation and management of Okeechobee County’s Employee County Health Center. Provider may replace the Project Representative at its sole discretion upon prior written notice to Okeechobee County.

1.12 Dispensing Pre-Packaged Prescriptions. The facility shall dispense pre-packaged prescription drugs to Covered Persons. The basic formulary will be determined based on the prescription utilization and financial benefit to Okeechobee County versus costs through the insurance plan or as agreed upon should changes and adjustments be desired by Okeechobee County in accordance with the dispensing laws of the State of Florida. All medications will be stocked in accordance with applicable regulations. No controlled substances will be stocked. Provider will track and make every reasonable effort to maintain inventory levels necessary to meet patient needs as forecasted through expected utilization with the understanding the Medical Professional maintains autonomy when it comes to medication prescribing and determining what is medically necessary with regard to patient care.

1.13 Provider shall allow Covered Persons to utilize the Stuart Urgent Care facility located at 3405 NW Federal Hwy., Jensen Beach, FL 34957, Okeechobee Urgent Care located at 305 NE Park Street, Okeechobee, and Highlands Urgent Care located at 7195 S George Blvd. , Sebring FL 33875 at no additional charge to the Okeechobee County or the Covered Persons.

ARTICLE II COVENANTS AND RESPONSIBILITIES OF THE OKEECHOBEE COUNTY

2.1 Utilities and Cleaning. The Provider will be responsible for maintaining the Utilities and cleaning of the facility.

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

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

Robbie Chartier, County Administrator
Clerk of the Circuit Court & Comptroller
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector

ARTICLE III TERM AND TERMINATION

3.1 Term. This Agreement shall commence on October 1, 2020 (Effective Date) and shall continue for a term of three (3) years. Unless terminated as provided for herein, the County shall have the exclusive right to renew the Agreement for a maximum of two (2) consecutive one (1) year terms prior to the expiration of each term of the Agreement. Any such renewal shall be by written contract amendment duly executed by the parties.

3.2 Termination.

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

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

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

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

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

ARTICLE IV
ADMINISTRATIVE FEES AND REIMBURSABLE EXPENSES

- 4.1 Administrative Fee and Medical Staffing Costs. The Services by Provider, and the performance of all of its other duties and obligations as set forth in this Agreement, the County shall pay Provider an administrative fee outlined in Exhibit H "Monthly Administration Fee".
- 4.2 Reimbursable Expenses. The County shall reimburse Provider for:
- a. the pass-through operating expenses identified in the summary attached hereto as Exhibit E (collectively, the "Reimbursable Operating Expenses"). No other expense shall be passed through to the County without the County's prior written consent.
- 4.3 Best Obtainable Prices. In purchasing and replenishing supplies, Provider shall use reasonable efforts to find the best obtainable prices. The County's obligation to reimburse Provider shall be "at cost" and less any applicable discounts, rebates and other savings passed on to Provider by suppliers and without any additional mark up or overhead charge.
- 4.4 Invoices. Two invoices shall be prepared monthly:
- a. Administrative Fee: Prior to the beginning of each month starting at the Effective Date, Provider will submit an invoice based on the Eligible Employee headcount provided by the County for that month.
 - b. Reimbursable Expenses: By the 15th of each month, Provider will submit an invoice for Reimbursable Expenses incurred/invoiced during the previous calendar month.
- 4.5 Payment of Fees and Reimbursable Expenses will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.
- 4.6 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

ARTICLE V RECORDS

5.1 Medical Records. Provider shall maintain medical records for each Covered Person who receives services performed by Provider at Okeechobee County Employee Health Center in a professional manner consistent with the accepted practice of the community in which the Physician and any Medical Professionals provide the services and applicable law. Such medical records shall be the property of Provider. Provider shall be solely responsible for the storage, maintenance, and confidentiality of such records in accordance with the provisions of Section 8.2 below. Provider shall be responsible for fulfilling all requirements imposed by state, local and federal law with respect to the preparation, maintenance, security, disclosures, and retention of medical records. Provider agrees to keep and maintain any medical records for the longer of seven (7) years or as required by Florida law. Upon expiration or earlier termination of this Agreement, Provider agrees, to the extent permitted by applicable law, with proper consent, to provide an electronic medical record to a successor on-site Okeechobee County Employee Health Center vendor or doctor. At County's election and in accordance with applicable federal and state law, Provider shall deliver the electronic medical records to a designee of the County to maintain the records in accordance with Florida law. Provider shall provide Covered Persons with copies of their medical records upon request.

ARTICLE VI REPORTING AND RIGHT TO AUDIT

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

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

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

6.3 Application of Law to Audit and Reporting Requirements. Notwithstanding the preceding Section 6.1 and 6.2 and as more particularly set forth in Section 8 below, nothing in this Agreement nor in the County's policies shall require Provider to violate any federal or state law or regulation regarding the confidentiality of such medical information. The County shall ensure that it and any third party conducting an audit shall be duly authorized by Covered Persons to obtain and review the records.

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance.

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

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

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

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

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

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

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

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

Professional Liability or Errors and Omissions: Professional liability insurance (including technology errors, omissions, and medical malpractice) with a limit of

not less than Two-Hundred and Fifty thousand \$250,000.00 each occurrence in the aggregate covering Provider and all Medical Professionals, including appropriate prior acts coverage for the period of time the Provider provided services to the County of \$750,000.00.

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

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

ARTICLE XIII RECORDS

8.1 Public Records Act. It is understood by the parties that the County is subject to the provisions of the Florida Public Records Act, Section 119.011 et seq, Florida Statutes, and that absent any exemptions or provisions for confidentiality contained in state or federal statutes, generated records may be open to the public for inspection and copying. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Provider in conjunction with this Agreement. Failure by Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County. Should Provider assert any exemptions to the requirements of the Florida Public Records Act and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Provider. Provider consents to the County's enforcement of Provider's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon Provider must pay all court costs and reasonable attorney's fees incurred by the County. IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.

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

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

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

The obligations created by this section shall remain in effect indefinitely and shall survive the termination or cessation of this Agreement.

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

ARTICLE IX GENERAL PROVISIONS

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

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

If to Provider:

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

If to County:

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

and

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

With a Copy to:

Wade C. Vose, Esq.
324 W. Morse Blvd.
Winter Park, Florida 32789
Phone: 407-645-3735 ext. 1020

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

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

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

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

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

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

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

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

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

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

9.12 Section and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

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

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

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

9.17 Representations and Warranties.

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

9.18 Ethics; Conflicts of Interest.

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

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

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

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

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

9.21 Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to County in writing

within ten (10) business days after the start of the occurrence of such delay, and Provider shall use best efforts to perform its obligations during such period of delay, and notify County of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

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

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

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

COUNTY OF OKEECHOBEE

By: 

Terry W. Burroughs, Chairman


Date: 8-13-20

Attest:

By: 


Sharon Robertson, Clerk of the Circuit Court & Comptroller

Date: 08/17/2020

By: 

Office of the County Attorney
Approved as to form and legality

**OKEECHOBEE COUNTY
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: 

Sharon Robertson, Clerk of the Circuit Court

Date: August 17, 2020

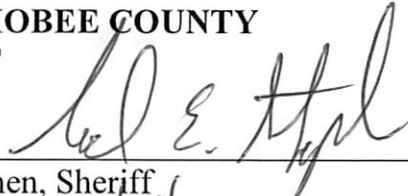
**OKEECHOBEE COUNTY
SUPERVISOR OF ELECTIONS**

By: 

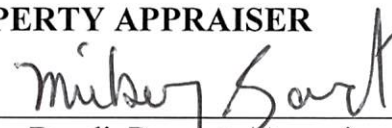
Diane Hagan, Supervisor of Elections

Date: August 20, 2020


**OKEECHOBEE COUNTY
SHERIFF**

By: 
Noel Stephen, Sheriff
Date: 08/18/20


**OKEECHOBEE COUNTY
PROPERTY APPRAISER**

By: 
Mickey Bandi, Property Appraiser
Date: 8-18-20

**OKEECHOBEE COUNTY
TAX COLLECTOR**

By: 
Celeste Watford, Tax Collector
Date: 8-18-20

**OKEECHOBEE MEDICAL PROVIDERS, INC.,
a Florida corporation**

By: 
Name: Jonathan M. Adelberg MD FAEP President
Date: 9/8/20

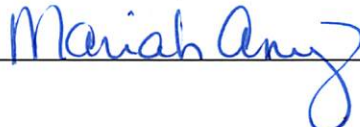
Witness: 

EXHIBIT LIST

Exhibit A	Scope of Central Services
Exhibit B	Scope of Management Services
Exhibit C	Invoice Samples
Exhibit D	Operating Hours Schedule
Exhibit E	Reimbursable Operating Expenses
Exhibit F	Reporting Requirements
Exhibit G	Physical Form
Exhibit H	Monthly Administration Fee
Exhibit I	HSA Plans

EXHIBIT A

SCOPE OF CENTRAL SERVICES

PRIMARY, OCCUPATIONAL HEALTH, AND URGENT CARE

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

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

Medications

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

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

- Psychiatric
- Vaccinations

Medical Surveillance

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

Exams

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

Labs

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

Governmental Regulations and Compliance

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

Long Term Prevention Programs Available

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

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

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

Performance Requirements:

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


EXHIBIT B
SCOPE OF MANAGEMENT SERVICES

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


EXHIBIT C

INVOICE SAMPLES

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

 <p>Treasure Coast Medical Associates, Inc.</p> <h2 style="text-align: center;">Invoice</h2>			
Invoice No: 2165		In account with: Okeechobee County Board of County Commissioners	
		For: Nov 2017 Admin Fee for Health Clinic	
Invoice Date	Invoice Terms	Billing Contact	
10/27/2017	Net 10 days	Aurora Gnad agnad@tcmahealthcare.com	
ITEM	DESCRIPTION		TOTAL
1	BOCC: \$56.00 X 124		\$6,944.00
2	Clerk of Court: \$56.00 X 35		\$1,960.00
3	Supervisor of Elections: \$56.00 x 3		\$168.00
4	Sheriff: \$56 x 190		\$10,640.00
5	Property Appraiser: \$56 x 10		\$560.00
6	Tax Collector: \$56 x 14		\$784.00
Balance Due:			\$21,056.00
ADDRESS	PHONE	FAX	WEB
3405 NW Federal Hwy Jensen Beach, FL 34957	(772) 692-8082	(772) 232-9211	www.tcmahealthcare.com

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

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

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

EXHIBIT D

OPERATING HOURS SCHEDULE

1. Hours of Operation:

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

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

2. Holidays:

The County Employee Health Center shall be closed on the following holidays:

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

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

EXHIBIT E

REIMBURSABLE OPERATING EXPENSES

The only operating expenses that will be invoiced are the costs incurred for labs ordered, medications dispensed, X-ray over reads, and any other tests, equipment, or external contracted services which are agreed upon by the constituency for whom the tests, equipment, or contracted services are required. These pass-through expenses will only be for employees, dependents, and retirees that are on the County's medical plan.

For the patients that are not on Okeechobee County's medical insurance plan, the patient and not Okeechobee County will need to pay for these services.

Medication: A prescription will be sent to the pharmacy of their choosing.

Vaccinations: The patient will need to pay the self-pay price for any vaccinations needed that TCMAi keeps in stock.

Labs: The patient will be given a requisition form to have their labs drawn at an outside laboratory.

X-Ray Over Reads: The patient will need to pay \$8.50 per view for any X-Rays performed in office. This fee will need to be paid before the X-Ray is performed. If the fee for the over reads increases by TCMAi's vendor, this expense will be reflected in the charge for the patient.

Durable Medical Equipment: DME is not covered in this contract. Any DME needed will be paid for by the patient and not Okeechobee County.

EXHIBIT F

REPORTING REQUIREMENTS

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

EXHIBIT G Physical Form



Treasure Coast Medical Associates, Inc.

TCMAi Physical

Employee Name: _____ Exam Date: _____

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

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

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

Physical Examination

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

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

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

Physician Name: _____ Physician Signature: _____ Date: _____

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

EXHIBIT H
Monthly Administration Fee

The participants authorized to utilize the clinic include both employees, their dependents and retirees on Okeechobee County's medical plan and employees and their dependents that are not on Okeechobee County's medical plan. The participants that are on the County's medical plan will have the administration fee paid for by Okeechobee County. The participants that are not on the County's medical plan will pay Okeechobee County for the administration fee and in return Okeechobee County will pay Okeechobee Medical Providers, Inc. for their administration fee for those not on the County's medical plan.

The monthly administration fee will be billed as follows:

If there are at least 800 total participants, the administration fee = \$40.00 per person

If there are less than 800 total participants, the administration fee = \$56.00 per person

Two monthly rosters will be sent to TCMAi at least 5 days before the start of the month with a breakdown of eligible employees for the clinic. One roster will have all participants that are on Okeechobee County's medical plan. A second roster will have all participants that are not on Okeechobee County's medical plan.

EXHIBIT I
HSA Plans

For any Okeechobee County patient that participates in the HSA plan offered through the County, there will be a \$15 fee per visit. This fee will be collected for each visit for any patient with the HSA. It is mandated that the patient must notify the medical office before their visit that they are participating in the HSA plan.

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

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

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

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

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

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

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

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

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

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

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

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

Noncompliance.

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

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

Civil Action.


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

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


CITY OF OKEECHOBEE


Dowling R. Watford, Jr., Mayor

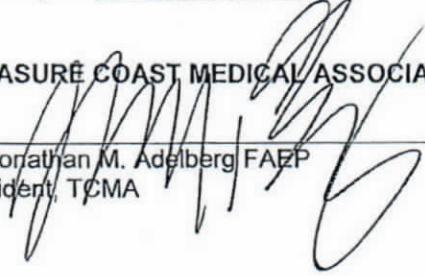
ATTEST:


Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:


John R. Cook, City Attorney

TREASURE COAST MEDICAL ASSOCIATES, INC.


Dr. Jonathan M. Adelberg FAEP
President, TCMA

STATE OF FLORIDA
COUNTY OF Okeechobee


NOTARY PUBLIC, State of Florida

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

Seal/stamp:

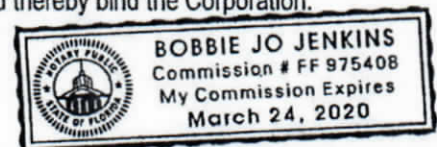


Exhibit "A"



Treasure Coast Medical Associates, Inc.

City of Okeechobee
Employee Health Program
Pricing Proposal

Assumptions:

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

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

Monthly Administrative Fee:

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

Monthly Reimbursable Expenses:

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

Quarterly Reimbursable Expenses

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

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

Admin Fee

PEPM – 63 Eligible Employees	\$ 1,071
------------------------------	----------

Reimbursable Expenses:

Staffing Allocation	\$ 1,500
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Total Monthly Invoice Amount:	<u>\$ 2,571</u>
-------------------------------	-----------------

EXHIBIT C

REIMBURSABLE OPERATING EXPENSES

The only operating expenses that will be invoiced are the costs incurred for labs ordered, medications dispensed, X-ray over reads, and any other tests, equipment, or external contracted services which are agreed upon by the constituency for whom the tests, equipment, or contracted services are required. These pass-through expenses will only be for employees, dependents, and retirees that are on the City of Okeechobee's medical plan.

For the patients that are not on City of Okeechobee's medical insurance plan, the patient and not the City of Okeechobee will need to pay for these services.

Medication: A prescription will be sent to the pharmacy of their choosing.

Vaccinations: The patient will need to pay the self-pay price for any vaccinations needed that TCMA keeps in stock.

Labs: The patient will be given a requisition form to have their labs drawn at an outside laboratory.

X-Ray Over Reads: The patient will need to pay \$8.50 per view for any X-Rays performed in office. This fee will need to be paid before the X-Ray is performed. If the fee for the over reads increases by Okeechobee Medical Providers, Inc., this expense will be reflected in the charge for the patient.

Durable Medical Equipment ("DME"): DME is not covered in this contract. Any DME needed will be paid for by the patient and not the City of Okeechobee.

EXHIBIT D

MONTHLY ADMINISTRATION FEE

The participants authorized to utilize the clinic include both employees, their dependents and retirees on City of Okeechobee's medical plan and employees and their dependents that are not on City of Okeechobee's medical plan. The participants that are on the City's medical plan will have the administration fee paid for by the City of Okeechobee. The participants that are not on the City's medical plan will pay the City of Okeechobee for the administration fee and in return the City of Okeechobee will pay Okeechobee Medical Providers, Inc. for their administration fee for those not on the City's medical plan.

The monthly administration fee will be billed as follows:

If there are at least 800 total participants, the administration fee= \$40.00 per person

If there are less than 800 total participants, the administration fee= \$56.00 per person

Two monthly rosters will be sent to Okeechobee Medical Providers, Inc. at least 5 days before the start of the month with a breakdown of eligible employees for the clinic. One roster will have all participants that are on the City of Okeechobee's medical plan. A second roster will have all participants that are not on the City of Okeechobee medical plan.

CITYOF OKEECHOBEE, PUBLIC WORKS



MEMO

To: Gary Ritter
From: David Allen
Date: 8/1/2023
Re: Agreement for Engineering Services, SE 4th Street Stormwater Improvement project
FDEP Agreement LPQ0007

The Public Works Department is requesting a purchase order in the amount of \$34,416.56 for Kimley-Horn Engineers. The work performed under this PO is for Construction Engineering Inspection (CEI) services for improvements to the drainage system on the SE 4th Street Drainage Improvements project. Construction funding for this project is from a \$300,000.00 grant from the Florida Department of Environmental Protection previously obtained by the City.

Services provided under this agreement include:

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 2-month construction duration (up to 4 virtual meetings)
- Visits to the site including field reports and photographs {approx., 2-3 times per week during baffle box installation and 1-2 times per week during demolition and restoration, up to 16 visits)
- Recommendations with respect to defective work
- Clarifications and interpretations
- Change order review
- Shop drawing review/ review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 3 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through
- Record drawing review

It is anticipated that services will begin in August 2023. Construction is expected to be complete in September 2023.

July 21, 2023

David Allen
Public Works Director
City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

Re: SE 4th Street Drainage Improvements – Construction Phase Services

Dear Mr. Allen:

Kimley-Horn and Associates, Inc., ("Kimley-Horn") is pleased to submit this proposal to the City of Okeechobee ("City") for professional civil engineering services for improvements to the drainage system on SE 4th Street, (the "Project") located in Okeechobee County, Florida. Our project understanding, scope of services, and fee are described below.

Project Understanding

The City previously requested design services for improvements to the SE 4th Street drainage system. Bids have been received for the project and award is anticipated this month. The City has requested that Kimley-Horn perform construction phase engineering services to support the City during construction of these improvements.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 2-month construction duration (up to 4 virtual meetings)
- Visits to the site including field reports and photographs (approximately 2-3 times per week during baffle box installation and 1-2 times per week during demolition and restoration, up to 16 visits)
- Recommendations with Respect to Defective Work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 3 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Consultant will attend a Pre-Construction Conference before the start of construction.

Visits to Site and Observation of Construction. Consultant will make visits as described above to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such

inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Additional Services

Any services not specifically provided for in the above scope, as well as changes in the scope requested by the City, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by Client

The following information and services shall be provided to Kimley-Horn by the City:

- Access to the project site

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule. It is anticipated that services will begin in August 2023. Construction is expected to be complete in September 2023. Fees for engineering services are based on this duration. Services performed beyond this duration will be considered additional services.

Fee and Expenses

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services

\$34,416.56

Closure


In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Executed Contract Agreement for Professional Engineering Services between the City of Okeechobee and Kimley-Horn and Associates, Inc. dated January 18th, 2022, which are incorporated by reference. As used in the Agreement, "Engineer" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Okeechobee.


Kimley Horn will begin services after receiving a fully executed Task Assignment from the City of Okeechobee.

We appreciate the opportunity to perform these services for you! Please contact Lauren Smith at (561) 840-0801 or lauren.smith@kimley-horn.com if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By:  Kevin Schanen, P.E.
Sr. Vice President / Principal


Lauren Smith, P.E.
Project Manager

Attachment

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	SE 4th Street Drainage Improvements - Construction Phase Services									
CLIENT:	City of Okeechobee									
ESTIMATOR:	Lauren Smith 07/12/23									
DESCRIPTION:	DIRECT LABOR (HOURS)									
See Statement of Work	Principal	Senior Professional	Registered Professional	Professional 2	Professional 1	Designer	Senior Support Staff	SUB	EXP	LINE TOTAL
Construction Phase Services										
Pre-Construction Meeting		4.0	6.0	4.0	4.0		1.0		\$160.00	\$3,297.02
Progress Meetings (bi-weekly, up to 4, virtual)			4.0		8.0		2.0			\$1,747.48
Site Visits (up to 16)			8.0	80.0					\$1,280.00	\$15,280.80
Clarifications and Interpretations			6.0		8.0					\$1,860.36
Change Order Review			4.0		4.0					\$1,084.88
Shop Drawing Review		1.0	4.0		8.0		1.0			\$1,900.80
Testing Lab Report Review			3.0		6.0					\$1,163.22
Payment Application Review (up to 3)			3.0	3.0	6.0					\$1,641.84
Substantial Completion Walk-Through		4.0	6.0	4.0	4.0		1.0		\$160.00	\$3,297.02
Final Acceptance Walk-Through			4.0	4.0	4.0				\$160.00	\$1,883.04
Record Drawing Review		1.0	2.0		6.0					\$1,260.10
TOTAL HOURS	0.0	10.0	50.0	95.0	58.0	0.0	5.0	\$0.00	\$1,760.00	
LABOR (\$/HOUR)	\$291.48	\$251.58	\$154.70	\$159.54	\$116.52	\$109.05	\$98.26	1.000	1.000	
TOTALS	\$0.00	\$2,515.80	\$7,735.00	\$15,156.30	\$6,758.16	\$0.00	\$491.30	\$0.00	\$1,760.00	\$34,416.56

City of Okeechobee
2023/2024 PROPOSED BUDGETGENERAL FUND
RECAPITULATION - REVENUE AND EXPENSES

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY	EOY	MID YEAR	ESTIMATE	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501

REVENUES					
96% AD VALOREM @ 6.8987	\$ 2,446,588	\$ 2,598,300	\$ 2,606,816	\$ 2,558,062	\$ 2,980,721
OTHER FEES	\$ 825,170	\$ 805,700	\$ 708,200	\$ 807,150	\$ 851,000
INTERGOVERNMENTAL	\$ 1,905,730	\$ 2,001,600	\$ 1,866,800	\$ 2,268,050	\$ 2,181,952
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,292,620	\$ 1,400,600	\$ 1,519,008	\$ 1,531,700
FINES, FORFEITURES & PENALTIES	\$ 35,200	\$ 30,470	\$ 35,200	\$ 28,650	\$ 26,400
USES OF MONEY & PROPERTY	\$ 10,100	\$ 66,000	\$ 160,000	\$ 383,000	\$ 365,000
OTHER REVENUES	\$ 135,200	\$ 61,440	\$ 52,400	\$ 102,028	\$ 50,800
	\$ 6,635,288	\$ 6,856,130	\$ 6,830,016	\$ 7,665,948	\$ 7,987,573

TRANSFERS - IN					
Public Facilities Fund (Transfer)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fund	\$ 438,974	\$ -	\$ 319,850	\$ -	\$ (121,571)
TOTAL REVENUES	\$ 7,424,262	\$ 7,206,130	\$ 7,499,866	\$ 8,015,948	\$ 8,216,003

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 154,700	\$ 186,766	\$ 154,705	\$ 175,880
EXECUTIVE	\$ 296,980	\$ 248,600	\$ 265,142	\$ 242,190	\$ 264,670
HUMAN RESOURCES					\$ 89,140
CITY CLERK	\$ 306,410	\$ 255,900	\$ 327,586	\$ 313,560	\$ 300,540
FINANCIAL SERVICES	\$ 310,800	\$ 310,800	\$ 343,600	\$ 328,420	\$ 369,075
LEGAL COUNCIL	\$ 173,020	\$ 176,700	\$ 188,900	\$ 122,600	\$ 196,400
GENERAL SERVICES	\$ 483,110	\$ 501,800	\$ 595,637	\$ 534,910	\$ 638,415
LAW ENFORCEMENT	\$ 2,960,870	\$ 2,926,002	\$ 3,248,758	\$ 3,086,800	\$ 3,445,590
FIRE PROTECTION	\$ 1,514,950	\$ 834,607	\$ 706,214	\$ 702,214	\$ 958,500
ROAD & STREET FACILITIES	\$ 1,213,800	\$ 1,310,700	\$ 1,637,263	\$ 1,568,043	\$ 1,777,793
TOTAL GEN. OPER. EXPENDITURES	\$ 7,468,740	\$ 6,719,809	\$ 7,499,866	\$ 7,053,442	\$ 8,216,003

FISCAL YEAR ENDING FUND BALANCE	\$ 4,298,023	\$ 4,828,822	\$ 4,342,501	\$ 5,305,007	\$ 4,342,501
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City of Okeechobee
2023/2024 PROPOSED BUDGET

6.6487
Current millage less .25

**GENERAL FUND
RECAPITULATION - REVENUE AND EXPENSES**

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY	EOY	MID YEAR	ESTIMATE	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501

REVENUES					
96% AD VALOREM @ 6.6487	\$ 2,446,588	\$ 2,598,300	\$ 2,606,816	\$ 2,558,062	\$ 2,872,704
OTHER FEES	\$ 825,170	\$ 805,700	\$ 708,200	\$ 807,150	\$ 851,000
INTERGOVERNMENTAL	\$ 1,905,730	\$ 2,001,600	\$ 1,866,800	\$ 2,268,050	\$ 2,181,952
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,292,620	\$ 1,400,600	\$ 1,519,008	\$ 1,531,700
FINES, FORFEITURES & PENALTIES	\$ 35,200	\$ 30,470	\$ 35,200	\$ 28,650	\$ 26,400
USES OF MONEY & PROPERTY	\$ 10,100	\$ 66,000	\$ 160,000	\$ 383,000	\$ 365,000
OTHER REVENUES	\$ 135,200	\$ 61,440	\$ 52,400	\$ 102,028	\$ 50,800
	\$ 6,635,288	\$ 6,856,130	\$ 6,830,016	\$ 7,665,948	\$ 7,879,556

TRANSFERS - IN					
Public Facilities Fund (Transfer)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fund	\$ 438,974	\$ -	\$ 319,850	\$ -	\$ (13,554)
TOTAL REVENUES	\$ 7,424,262	\$ 7,206,130	\$ 7,499,866	\$ 8,015,948	\$ 8,216,003

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 154,700	\$ 186,766	\$ 154,705	\$ 175,880
EXECUTIVE	\$ 296,980	\$ 248,600	\$ 265,142	\$ 242,190	\$ 264,670
HUMAN RESOURCES					\$ 89,140
CITY CLERK	\$ 306,410	\$ 255,900	\$ 327,586	\$ 313,560	\$ 300,540
FINANCIAL SERVICES	\$ 310,800	\$ 310,800	\$ 343,600	\$ 328,420	\$ 369,075
LEGAL COUNCIL	\$ 173,020	\$ 176,700	\$ 188,900	\$ 122,600	\$ 196,400
GENERAL SERVICES	\$ 483,110	\$ 501,800	\$ 595,637	\$ 534,910	\$ 638,415
LAW ENFORCEMENT	\$ 2,960,870	\$ 2,926,002	\$ 3,248,758	\$ 3,086,800	\$ 3,445,590
FIRE PROTECTION	\$ 1,514,950	\$ 834,607	\$ 706,214	\$ 702,214	\$ 958,500
ROAD & STREET FACILITIES	\$ 1,213,800	\$ 1,310,700	\$ 1,637,263	\$ 1,568,043	\$ 1,777,793
TOTAL GEN. OPER. EXPENDITURES	\$ 7,468,740	\$ 6,719,809	\$ 7,499,866	\$ 7,053,442	\$ 8,216,003

FISCAL YEAR ENDING FUND BALANCE	\$ 4,298,023	\$ 4,828,822	\$ 4,342,501	\$ 5,305,007	\$ 4,342,501
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City of Okeechobee
2023/2024 PROPOSED BUDGET

6.3556
Rollback Rate w/CPI

**GENERAL FUND
RECAPITULATION - REVENUE AND EXPENSES**

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY	EOY	MID YEAR	ESTIMATE	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501

REVENUES					
96% AD VALOREM @ 6.3556	\$ 2,446,588	\$ 2,598,300	\$ 2,606,816	\$ 2,558,062	\$ 2,746,064
OTHER FEES	\$ 825,170	\$ 805,700	\$ 708,200	\$ 807,150	\$ 851,000
INTERGOVERNMENTAL	\$ 1,905,730	\$ 2,001,600	\$ 1,866,800	\$ 2,268,050	\$ 2,181,952
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,292,620	\$ 1,400,600	\$ 1,519,008	\$ 1,531,700
FINES, FORFEITURES & PENALTIES	\$ 35,200	\$ 30,470	\$ 35,200	\$ 28,650	\$ 26,400
USES OF MONEY & PROPERTY	\$ 10,100	\$ 66,000	\$ 160,000	\$ 383,000	\$ 365,000
OTHER REVENUES	\$ 135,200	\$ 61,440	\$ 52,400	\$ 102,028	\$ 50,800
	\$ 6,635,288	\$ 6,856,130	\$ 6,830,016	\$ 7,665,948	\$ 7,752,916

TRANSFERS - IN					
Public Facilities Fund (Transfer)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fund	\$ 438,974	\$ -	\$ 319,850	\$ -	\$ 113,087
TOTAL REVENUES	\$ 7,424,262	\$ 7,206,130	\$ 7,499,866	\$ 8,015,948	\$ 8,216,003

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 154,700	\$ 186,766	\$ 154,705	\$ 175,880
EXECUTIVE	\$ 296,980	\$ 248,600	\$ 265,142	\$ 242,190	\$ 264,670
HUMAN RESOURCES					\$ 89,140
CITY CLERK	\$ 306,410	\$ 255,900	\$ 327,586	\$ 313,560	\$ 300,540
FINANCIAL SERVICES	\$ 310,800	\$ 310,800	\$ 343,600	\$ 328,420	\$ 369,075
LEGAL COUNCIL	\$ 173,020	\$ 176,700	\$ 188,900	\$ 122,600	\$ 196,400
GENERAL SERVICES	\$ 483,110	\$ 501,800	\$ 595,637	\$ 534,910	\$ 638,415
LAW ENFORCEMENT	\$ 2,960,870	\$ 2,926,002	\$ 3,248,758	\$ 3,086,800	\$ 3,445,590
FIRE PROTECTION	\$ 1,514,950	\$ 834,607	\$ 706,214	\$ 702,214	\$ 958,500
ROAD & STREET FACILITIES	\$ 1,213,800	\$ 1,310,700	\$ 1,637,263	\$ 1,568,043	\$ 1,777,793
TOTAL GEN. OPER. EXPENDITURES	\$ 7,468,740	\$ 6,719,809	\$ 7,499,866	\$ 7,053,442	\$ 8,216,003

FISCAL YEAR ENDING FUND BALANCE	\$ 4,298,023	\$ 4,828,822	\$ 4,342,501	\$ 5,305,007	\$ 4,342,501
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City of Okeechobee
2023/2024 PROPOSED BUDGET

6.1801
Rollback Rate

**GENERAL FUND
RECAPITULATION - REVENUE AND EXPENSES**

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY	EOY	MID YEAR	ESTIMATE	PROPOSED
F/Y Beginning Fund Balance	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501
	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501	\$ 4,342,501

REVENUES					
96% AD VALOREM @ 6.1801	\$ 2,446,588	\$ 2,598,300	\$ 2,606,816	\$ 2,558,062	\$ 2,670,235
OTHER FEES	\$ 825,170	\$ 805,700	\$ 708,200	\$ 807,150	\$ 851,000
INTERGOVERNMENTAL	\$ 1,905,730	\$ 2,001,600	\$ 1,866,800	\$ 2,268,050	\$ 2,181,952
CHARGES FOR SERVICES	\$ 1,277,300	\$ 1,292,620	\$ 1,400,600	\$ 1,519,008	\$ 1,531,700
FINES, FORFEITURES & PENALTIES	\$ 35,200	\$ 30,470	\$ 35,200	\$ 28,650	\$ 26,400
USES OF MONEY & PROPERTY	\$ 10,100	\$ 66,000	\$ 160,000	\$ 383,000	\$ 365,000
OTHER REVENUES	\$ 135,200	\$ 61,440	\$ 52,400	\$ 102,028	\$ 50,800
	\$ 6,635,288	\$ 6,856,130	\$ 6,830,016	\$ 7,665,948	\$ 7,677,087

TRANSFERS - IN					
Public Facilities Fund (Transfer)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Capital Proj /Improvement Fund	\$ 438,974	\$ -	\$ 319,850	\$ -	\$ 188,916
TOTAL REVENUES	\$ 7,424,262	\$ 7,206,130	\$ 7,499,866	\$ 8,015,948	\$ 8,216,003

EXPENDITURES					
LEGISLATIVE	\$ 208,800	\$ 154,700	\$ 186,766	\$ 154,705	\$ 175,880
EXECUTIVE	\$ 296,980	\$ 248,600	\$ 265,142	\$ 242,190	\$ 264,670
HUMAN RESOURCES					\$ 89,140
CITY CLERK	\$ 306,410	\$ 255,900	\$ 327,586	\$ 313,560	\$ 300,540
FINANCIAL SERVICES	\$ 310,800	\$ 310,800	\$ 343,600	\$ 328,420	\$ 369,075
LEGAL COUNCIL	\$ 173,020	\$ 176,700	\$ 188,900	\$ 122,600	\$ 196,400
GENERAL SERVICES	\$ 483,110	\$ 501,800	\$ 595,637	\$ 534,910	\$ 638,415
LAW ENFORCEMENT	\$ 2,960,870	\$ 2,926,002	\$ 3,248,758	\$ 3,086,800	\$ 3,445,590
FIRE PROTECTION	\$ 1,514,950	\$ 834,607	\$ 706,214	\$ 702,214	\$ 958,500
ROAD & STREET FACILITIES	\$ 1,213,800	\$ 1,310,700	\$ 1,637,263	\$ 1,568,043	\$ 1,777,793
TOTAL GEN. OPER. EXPENDITURES	\$ 7,468,740	\$ 6,719,809	\$ 7,499,866	\$ 7,053,442	\$ 8,216,003

FISCAL YEAR ENDING FUND BALANCE	\$ 4,298,023	\$ 4,828,822	\$ 4,342,501	\$ 5,305,007	\$ 4,342,501
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City of Okeechobee
2023/2024 PROPOSED BUDGET
GENERAL FUND

RECAPITULATION - REVENUE AND EXPENSES

	2020/2021	2021/2022	2022/2023	2023/2024	2023/2024
	EOY	EOY	MID Year	ESTIMATES	PROPOSED
FUND BALANCE	\$4,342,501	\$4,342,501	\$4,353,367	\$4,353,367	\$4,353,367
Roll Forward from previous year					
	\$ 4,342,501	\$ 4,342,501	\$ 4,353,367	\$ 4,353,367	\$ 4,353,367

REVENUES

TAXES:					
311-1000	96% AD VALOREM @ 6.8987	\$2,446,588	\$2,598,300	\$2,606,816	\$2,558,062
	TOTAL	\$ 2,446,588	\$ 2,598,300	\$ 2,606,816	\$ 2,558,062

OTHER FEES:					
312-5100	Fire Insurance Premium	\$ 45,570	\$ 39,000	\$ -	\$ -
312-5200	Casualty Insurance Prem Tax (Police)	\$ 86,900	\$ 89,400	\$ 62,000	\$ 72,000
314-1000	Utility Tax-Electric	\$ 570,000	\$ 540,000	\$ 525,600	\$ 603,400
314-4000	Utility Tax/Natural Gas	\$ 25,000	\$ 26,000	\$ 23,700	\$ 26,000
314-8000	Utility Tax/Propane	\$ 24,200	\$ 26,700	\$ 20,100	\$ 24,000
316-0000	Prof & Business Tax Receipt	\$ 73,500	\$ 79,500	\$ 73,500	\$ 76,500
319-0000	Public Service Fee		\$ 5,100	\$ 3,300	\$ 5,250
	TOTAL	\$ 825,170	\$ 805,700	\$ 708,200	\$ 807,150

INTERGOVERNMENTAL REVENUES:					
335-1210	SRS Cigarette Tax	\$ 215,000	\$ 235,000	\$ 212,000	\$ 224,900
335-1400	Mobile Home Licenses	\$ 14,500	\$ 12,200	\$ 10,100	\$ 9,100
335-1500	Alcoholic Beverage Licenses	\$ 6,800	\$ 6,500	\$ 5,800	\$ 7,170
335-1800	1/2 Cent Sales Tax	\$ 420,000	\$ 469,000	\$ 450,000	\$ 490,600
312-6000	1 Cent Sales Surtax	\$ 907,000	\$ 950,100	\$ 860,000	\$ 1,202,000
315.0000	Communications Service Tax	\$ 240,500	\$ 225,000	\$ 215,000	\$ 220,000
335-2300	Firefighters Supplement	\$ 100	\$ -		
337-2000	Public Safety - SRO OCSB	\$ 95,800	\$ 98,100	\$ 108,500	\$ 108,580
338-2000	County Business Licenses	\$ 6,030	\$ 5,700	\$ 5,400	\$ 5,700
	TOTAL	\$ 1,905,730	\$ 2,001,600	\$ 1,866,800	\$ 2,268,050

CHARGES FOR CURRENT SERVICES					
322-0000	Building & Inspections Fees	\$ 170,000	\$ 148,000	\$ 88,000	\$ 92,500
322-1000	Exception & Zoning Fees	\$ 20,100	\$ 17,500	\$ 5,300	\$ 8,502
323-1000	Franchise-Electric	\$ 425,000	\$ 451,000	\$ 405,000	\$ 492,918
323-4000	Franchise-Natural Gas	\$ 13,100	\$ 10,900	\$ 11,000	\$ 13,000
323-7000	Franchise-Solid Waste	\$ 122,000	\$ 122,400	\$ 179,000	\$ 182,000
329-0000	Plan Review Fees	\$ 17,500	\$ 6,400	\$ 5,000	\$ 6,488
329-1000	Lien Search Fees	\$ -	\$ 2,460	\$ 600	\$ 970
329-2000	Special Event Fees	\$ -	\$ 2,460	\$ 600	\$ 930
341-4000	Photocopies		\$ -	\$ -	
342-1000	Public Safety - SRO OCA	\$ 74,400	\$ 77,500	\$ 83,400	\$ 84,100
342-2000	Special Details	\$ 41,000	\$ 48,000	\$ 25,000	\$ 38,800
343-4010	Solid Waste Collection Fees-Resd.	\$ 394,200	\$ 406,000	\$ 597,700	\$ 598,800
	TOTAL	\$ 1,277,300	\$ 1,292,620	\$ 1,400,600	\$ 1,519,008

City of Okeechobee

2023/2024 PROPOSED BUDGET

GENERAL FUND

RECAPITULATION - REVENUE AND EXPENSES

2020/2021	2021/2022	2022/2023	2023/2024	2023/2024
EOY	EOY	MID YEAR	ESTIMATES	PROPOSED

FINES, FORFEITURES & PENALTIES:						
351-1000	Court Fines	\$ 20,100	\$ 18,200	\$ 20,100	\$ 15,100	\$ 14,000
351-2000	Radio Comm. Fee	\$ 11,000	\$ 10,700	\$ 11,000	\$ 10,050	\$ 9,000
351-3000	Law Enforcement Education	\$ 2,800	\$ 750	\$ 2,800	\$ 2,200	\$ 2,200
351-4000	Investigation Cost Reimbursement	\$ 1,300	\$ 820	\$ 1,300	\$ 1,300	\$ 1,200
351-5000	Unclaimed Evidence		\$ -	\$ -	\$ -	\$ -
354-1000	Ordinance Violation Fines	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 35,200	\$ 30,470	\$ 35,200	\$ 28,650	\$ 26,400

USES OF MONEY & PROPERTY:						
361-1000	Interest Earnings	\$ 10,100	\$ 66,000	\$ 160,000	\$ 383,000	\$ 365,000
361.3000	Investment Earnings					
364-1000	Surplus City Property					
	TOTAL	\$ 10,100	\$ 66,000	\$ 160,000	\$ 383,000	\$ 365,000

OTHER REVENUES:						
334-2000	Public Safety Grant	\$ -		\$ -	\$ -	\$ -
334.5000	Special Purpose Grant (CARES)	\$ 66,203	\$ -			
			\$ -			
343-9000	DOT Hwy Maint.Landscape/Mowing	\$ 9,000	\$ 9,040	\$ 9,100	\$ 9,128	\$ 9,100
343-9100	DOT Master Traffic Signals Maint.	\$ 22,000	\$ 23,800	\$ 22,000	\$ 22,000	\$ 23,100
343-9200	DOT Maint. Lights & Lights Contract					
366-1000	Other Revenues					
369-1000	Miscellaneous	\$ 11,900	\$ 13,800	\$ 2,500	\$ 51,800	\$ 11,500
369-4000	Code Enforcement Fine	\$ 90,200	\$ 12,500	\$ 16,700	\$ 16,700	\$ 5,000
369-5000	Police Accident Reports	\$ 2,100	\$ 2,300	\$ 2,100	\$ 2,400	\$ 2,100
383-0000	Capital Lease Proceeds				\$ -	\$ -
	TOTAL	\$ 135,200	\$ 61,440	\$ 52,400	\$ 102,028	\$ 50,800

OTHER REVENUES AND TRANSFER IN						
		\$ -		\$ -	\$ -	\$ -
	Capital Project Improvements (Transfer-In)	\$ 438,974	\$ -	\$ 319,850	\$ -	\$ (121,571)
	CDBG Fund (Transfer-In)					
381-1000	Public Facilities Improvement (Transfer-In)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
	TOTAL	\$ 788,974	\$ 350,000	\$ 669,850	\$ 350,000	\$ 228,430

TOTAL REVENUE & OTHER FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
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OPERATING TRANSFERS - OUT

Due From CDBG
Capital Project Building & Improvements
Capital Project Vehicles
TRANSFERS OUT

City of Okeechobee
2023/2024 PROPOSED BUDGET
General Fund - 001

DEPARTMENT: LEGISLATIVE (0511)

		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 46,100	\$ 46,100	\$ 48,175	\$ 48,175	\$ 52,400
1510	LONGEVITY/SERVICE INCENTIVE		\$ -	\$ 1,250	\$ 1,250	
2100	FICA	\$ 3,600	\$ 3,600	\$ 3,650	\$ 3,800	\$ 3,800
2200	RETIREMENT	\$ 4,600	\$ 3,100	\$ 1,600	\$ 1,400	\$ -
2300	LIFE AND HEALTH INSURANCE	\$ 35,600	\$ 29,500	\$ 42,600	\$ 29,200	\$ 29,200
2400	WORKERS COMPENSATION	\$ 350	\$ 300	\$ 315	\$ 380	\$ 380
2500	UNEMPLOYMENT	\$ 990				
TOTAL PERSONNEL COSTS:		\$ 91,240	\$ 82,600	\$ 97,590	\$ 84,205	\$ 85,780

City of Okeechobee
2023/2024 PROPOSED BUDGET
General Fund - 001

DEPARTMENT: LEGISLATIVE (0511)

OPERATIONS & SUPPLIES		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES					
3400	OTHER CONTRACT SERVICES	\$ 59,750	\$ 21,300	\$ 27,500	\$ 27,500	\$ 27,500
4000	TRAVEL AND PER DIEM	\$ 1,560	\$ 700	\$ 2,000	\$ -	\$ 2,000
4100	COMM. & FREIGHT	\$ 2,800	\$ 800	\$ 3,000	\$ -	\$ 3,000
4500	INSURANCE	\$ 4,550	\$ 4,000	\$ 3,676	\$ -	\$ 5,100
4609	REPAIR & MAINTENANCE	\$ 1,400	\$ 2,500	\$ 3,700	\$ -	\$ 3,700
4901	EDUCATION	\$ 2,200	\$ 700	\$ 2,900	\$ -	\$ 1,400
4909	MISCELLANEOUS	\$ 500	\$ 1,000	\$ 2,000	\$ -	\$ 2,000
5400	BOOKS, PUBLICATIONS, ETC	\$ 800	\$ 1,100	\$ 1,400	\$ -	\$ 1,400
8100	SHARED SER/EDUCATION FOUN.	\$ 4,000	\$ -	\$ 3,500	\$ 3,500	\$ 4,000
8200	AID TO PRIVATE ORGANIZATIONS		\$ -			
8202	LOCAL COMMUNITY REQUEST	\$ 40,000	\$ 40,000	\$ 39,500	\$ 39,500	\$ 40,000
559-8300	COMPETITIVE FL PARTNERSHIP GRAN	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SUPPLIES AND OTHER SERVICES		\$ 117,560	\$ 72,100	\$ 89,176	\$ 70,500	\$ 90,100
GRAND TOTAL FOR DEPARTMENT		\$ 208,800	\$ 154,700	\$ 186,766	\$ 154,705	\$ 175,880

1100 Increased based on COLA provided from Social Security, 8.7%

.

2300 Estimating 2 requiring health insurance

4609 Apportioned software cost for personnel,, \$200

8100 3 years ago \$8940 for Shared Services Council

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: EXECUTIVE (0512)

PERSONNEL COST:

		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 172,000	\$ 93,100	\$ 97,800	\$ 97,500	\$ 104,300
1200	REGULAR SALARIES	\$ 48,900	\$ 60,700	\$ 53,300	\$ 48,500	\$ 46,900
1510	LONGEVITY/SERVICE INCENTIVE	\$ 250	\$ -			
2100	FICA	\$ 14,100	\$ 11,700	\$ 11,600	\$ 11,700	\$ 11,900
2200	RETIREMENT	\$ 12,900	\$ 7,400	\$ 4,600	\$ 4,520	
2300	LIFE AND HEALTH INSURANCE	\$ 27,700	\$ 41,600	\$ 47,700	\$ 46,000	\$ 48,700
2400	WORKERS COMPENSATION	\$ 920	\$ 1,100	\$ 1,260	\$ 920	\$ 1,320
TOTAL PERSONNEL COSTS:		\$ 276,770	\$ 215,600	\$ 216,260	\$ 209,140	\$ 213,120

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: EXECUTIVE (0512)

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3400	Other Contractual Services		\$ 18,000	\$ 25,000	\$ 16,000	\$ 25,000
4000	TRAVEL AND PER DIEM	\$ 1,750	\$ -	\$ 2,000	\$ -	\$ 2,000
4100	COMM. & FREIGHT	\$ 3,900	\$ 3,500	\$ 3,800	\$ 3,700	\$ 3,800
4400	RENTALS & LEASES	\$ 3,560	\$ 3,700	\$ 3,600	\$ 3,200	\$ 3,900
4500	INSURANCE	\$ 2,500	\$ 3,500	\$ 3,232	\$ 3,000	\$ 4,700
4600	R&M VEHICLES	\$ 400	\$ 200	\$ 1,700	\$ 200	\$ 2,000
4609	R&M EQUIPMENT	\$ 4,300	\$ 1,000	\$ 3,300	\$ 3,300	\$ 3,300
4901	EDUCATION	\$ -	\$ -	\$ 1,000	\$ 550	\$ 1,000
4909	MISCELLANEOUS	\$ 200	\$ 400	\$ 500	\$ 300	\$ 500
5100	OFFICE SUPPLIES	\$ 150	\$ 200	\$ 800	\$ 200	\$ 800
5200	OPERATING SUPPLY	\$ 500	\$ 600	\$ 750	\$ 1,200	\$ 1,400
5201	FUEL AND OIL	\$ 1,700	\$ 1,600	\$ 1,900	\$ 1,100	\$ 1,850
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,250	\$ 300	\$ 1,300	\$ 300	\$ 1,300
TOTAL SUPPLIES AND OTHER SERVICES		\$ 20,210	\$ 33,000	\$ 48,882	\$ 33,050	\$ 51,550
GRAND TOTAL FOR DEPARTMENT		\$ 296,980	\$ 248,600	\$ 265,142	\$ 242,190	\$ 264,670

3400 Grant writer and Grant Administration.

4609 Apportioned software cost for personnel, \$200

5200 Ergonomic computer stand, \$500

5201 Estimating 400 gallons @ \$4.25

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: HUMAN RESOURCES (1512)

PERSONNEL COST:

							2023/2024
							PROPOSED
1100	EXECUTIVE SALARIES	\$	-	\$	-	\$	-
1200	REGULAR SALARIES	\$	-	\$	-	\$	55,000
1300	OTHER SALARIES	\$	-	\$	-	\$	-
1400	OVERTIME	\$	-	\$	-	\$	-
1510	LONGEVITY/SERVICE INCENTIVE	\$	-	\$	-	\$	-
2100	FICA	\$	-	\$	-	\$	4,410
2200	RETIREMENT	\$	-	\$	-	\$	-
2300	LIFE AND HEALTH INSURANCE	\$	-	\$	-	\$	16,500
2400	WORKERS COMPENSATION	\$	-	\$	-	\$	405
2500	UNEMPLOYMENT	\$	-				
TOTAL PERSONNEL COSTS:		\$	-	\$	-	\$	76,315

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: HUMAN RESOURCES (1512)

SUPPLIES & OTHER SERVICES						2023/2024
						PROPOSED
3100	PROFESSIONAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
3400	OTHER CONTRACTUAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
4000	TRAVEL AND PER DIEM	\$ -	\$ -	\$ -	\$ -	\$ 1,500
4100	COMM. & FREIGHT	\$ -	\$ -	\$ -	\$ -	\$ 1,200
4500	INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -
4609	R&M EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ 3,000
4901	EDUCATION	\$ -	\$ -	\$ -	\$ -	\$ 1,500
4909	MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ 500
5100	OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ 2,000
5200	OPERATING SUPPLY					\$ 1,700
5400	BOOKS, PUBLICATIONS, ETC	\$ -	\$ -	\$ -	\$ -	\$ 1,425
TOTAL SUPPLIES AND OTHER SERVICES		\$ -	\$ -	\$ -	\$ -	\$ 12,825
GRAND TOTAL FOR DEPARTMENT		\$ -	\$ -	\$ -	\$ -	\$ 89,140

4000& Human Resource Education Conference
4901

Various subscriptions, operating cost will be shifted from other departments to HR.

5200 Longevity awards, etc

5400 FLSA subscription added

City of Okeechobee
2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: CLERK OFFICE (2512)

PERSONNEL COST:

		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 70,300	\$ 74,300	\$ 75,100	\$ 75,000	\$ 81,550
1200	REGULAR SALARIES	\$ 73,500	\$ 60,200	\$ 74,066	\$ 73,100	\$ 82,500
1300	OTHER SALARIES		\$ -			
1400	OVERTIME	\$ 750	\$ 1,500	\$ 1,500	\$ 900	\$ 1,500
1510	LONGEVITY/SERVICE INCENTIVE		\$ -			\$ 1,000
2100	FICA	\$ 10,800	\$ 10,700	\$ 11,600	\$ 12,200	\$ 12,700
2200	RETIREMENT	\$ 12,500	\$ 9,900	\$ 4,750	\$ 4,560	
2300	LIFE AND HEALTH INSURANCE	\$ 33,700	\$ 34,800	\$ 40,500	\$ 39,500	\$ 42,900
2400	WORKERS COMPENSATION	\$ 990	\$ 1,000	\$ 1,150	\$ 850	\$ 1,320
2500	UNEMPLOYMENT	\$ 550				
TOTAL PERSONNEL COSTS:		\$ 203,090	\$ 192,400	\$ 208,666	\$ 206,110	\$ 223,470

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: CLERK OFFICE (2512)

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3103	CODE BOOKS	\$ 4,120	\$ 2,500	\$ 13,800	\$ 13,800	\$ 6,000
3400	OTHER CONTRACTUAL SERVICES	\$ 29,200	\$ 12,000	\$ 37,820	\$ 37,700	\$ 10,500
4000	TRAVEL AND PER DIEM	\$ 1,200	\$ 700	\$ 3,500	\$ 1,500	\$ 3,500
4100	COMM. & FREIGHT	\$ 4,000	\$ 3,700	\$ 4,300	\$ 4,000	\$ 4,400
4500	INSURANCE	\$ 13,500	\$ 12,900	\$ 13,000	\$ 11,200	\$ 13,900
4609	R&M EQUIPMENT	\$ 7,200	\$ 8,400	\$ 9,900	\$ 8,600	\$ 11,900
4900	ADVERTISING/OTHER CHARGES	\$ 19,400	\$ 17,500	\$ 19,500	\$ 16,000	\$ 18,000
4901	EDUCATION	\$ 800	\$ 1,300	\$ 3,000	\$ 1,250	\$ 3,000
4909	MISCELLANEOUS/ELECTION	\$ 20,500	\$ 1,200	\$ 9,000	\$ 9,000	\$ 1,950
5100	OFFICE SUPPLIES	\$ 1,100	\$ 1,600	\$ 2,300	\$ 2,100	\$ 2,300
5400	BOOKS, PUBLICATIONS, ETC	\$ 2,300	\$ 1,700	\$ 2,800	\$ 2,300	\$ 1,620
TOTAL SUPPLIES AND OTHER SERVICES		\$ 103,320	\$ 63,500	\$ 118,920	\$ 107,450	\$ 77,070
GRAND TOTAL FOR DEPARTMENT		\$ 306,410	\$ 255,900	\$ 327,586	\$ 313,560	\$ 300,540

1510 Longevity Service \$1000. for L. Gamiotea, 35 yrs 7/14/2024.

3103 Large codification completed, reduced line item

4609 Small increases for Laserfiche & Liffort. Archive Social increase was \$1200./yr. Add new software for electronic campaign financing \$1500./yr

4901 The costs to attend conferences has increased as the organizations cost to pay speakers costs have increased; includes 1 employees reimbursement costs to work on degree from IRSC.

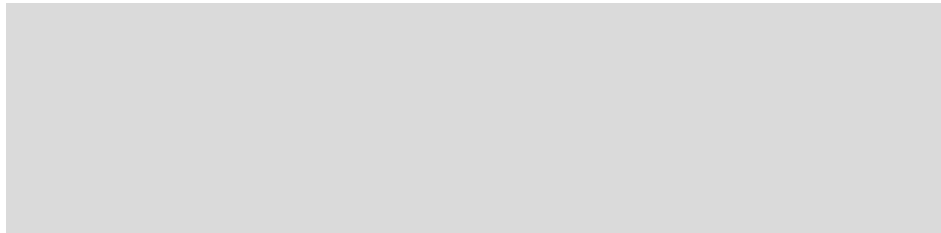
City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: LEGAL SERVICES (0514)

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ 140,220	\$ 112,800	\$ 112,300	\$ 112,800	\$ 118,800
3101	PPROFESSIONAL SERVICES (CODE, E	\$ 32,500	\$ 31,800	\$ 49,500	\$ 5,000	\$ 50,000
3300	LEGAL COST	\$ -	\$ 32,000	\$ 24,500	\$ 4,000	\$ 25,000
4000	TRAVEL AND PER DIEM	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
4100	COMM. AND FREIGHT SERVICES	\$ 300	\$ -			
4609	R&M EQUIPMENT		\$ -	\$ 800	\$ 800	\$ 800
4901	EDUCATION		\$ -	\$ 500	\$ -	\$ 500
5100	OFFICE SUPPLIES	\$ -	\$ 100	\$ 300	\$ -	\$ 300
5400	MEMBERSHIP & SUBSCRIPTIONS	\$ -	\$ -	\$ -		
TOTAL SUPPLIES AND OTHER SERVICES		\$ 173,020	\$ 176,700	\$ 188,900	\$ 122,600	\$ 196,400
GRAND TOTAL FOR DEPARTMENT		\$ 173,020	\$ 176,700	\$ 188,900	\$ 122,600	\$ 196,400



City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: FINANCE DEPARTMENT (0513)

PERSONNEL COST:		2021/2022	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 66,500	\$ 68,400	\$ 72,000	\$ 71,900	\$ 79,400
1200	REGULAR SALARIES	\$ 86,700	\$ 71,500	\$ 79,500	\$ 79,400	\$ 94,500
1510	LONGEVITY/SERVICE INCENTIVE		\$ -			
2100	FICA	\$ 10,800	\$ 11,100	\$ 11,700	\$ 11,000	\$ 13,400
2200	RETIREMENT	\$ 13,500	\$ 11,100	\$ 4,700	\$ 4,100	
2300	LIFE AND HEALTH INSURANCE	\$ 37,500	\$ 37,800	\$ 40,600	\$ 38,200	\$ 42,900
2400	WORKERS COMPENSATION	\$ 1,250	\$ 1,100	\$ 1,200	\$ 1,040	\$ 1,375
2500	UNEMPLOYMENT TAXES	\$ -	\$ -	\$ -		
TOTAL PERSONNEL COSTS:		\$ 216,250	\$ 201,000	\$ 209,700	\$ 205,640	\$ 231,575

City of Okeechobee 2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: FINANCE DEPARTMENT (0513)

		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3200	ACCOUNTING & AUDIT	\$ 31,000	\$ 34,500	\$ 39,200	\$ 36,000	\$ 43,200
3400	OTHER CONTRACTUAL SERVICES	\$ 39,900	\$ 33,500	\$ 43,500	\$ 42,100	\$ 40,100
4000	TRAVEL AND PER DIEM	\$ 650	\$ 1,200	\$ 3,000	\$ 1,800	\$ 2,500
4100	COMM. & FREIGHT	\$ 3,400	\$ 3,900	\$ 4,200	\$ 3,780	\$ 4,000
4500	INSURANCE	\$ 9,100	\$ 9,400	\$ 9,600	\$ 8,500	\$ 12,500
4609	R&M EQUIPMENT	\$ 18,000	\$ 17,200	\$ 19,200	\$ 19,000	\$ 20,500
4901	EDUCATION		\$ 4,700	\$ 2,100	\$ 500	\$ 2,500
4909	MISCELLANEOUS	\$ 100	\$ 650	\$ 200	\$ 150	\$ 300
5100	OFFICE SUPPLIES	\$ 1,100	\$ 1,400	\$ 1,600	\$ 1,450	\$ 1,600
5200	OPERATING SUPPLY	\$ 14,200	\$ 3,300	\$ 11,200	\$ 9,400	\$ 10,200
5400	BOOKS, PUBLICATIONS, ETC	\$ 75	\$ 50	\$ 100	\$ 100	\$ 100
TOTAL SUPPLIES AND OTHER SERVICES		\$ 117,525	\$ 109,800	\$ 133,900	\$ 122,780	\$ 137,500

TOTAL COST:	\$ 333,775	\$ 310,800	\$ 343,600	\$ 328,420	\$ 369,075
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3200	Audit cost including anticipated Single Audit Requirement; and a 10 % increase
3400	Continued IT Services Contract, Continued Cyber Security Training, OPEB cost; Website Update
4609	Accounting & BTR software Maintenance cost, Email licensure increase, added scanner, other misc. equip repair
5200	Assessment program , Postage for tax notices

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: GENERAL SERVICES (0519)

PERSONNEL COST:		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
1200	REGULAR SALARIES	\$ 111,700	\$ 119,000	\$ 124,900	\$ 124,900	\$ 145,200
1300	OTHER SALARY					
1400	OVERTIME	\$ 650	\$ 850	\$ 850	\$ 600	\$ 1,000
1510	LONGEVITY/SERVICE INCENTIVE					
2100	FICA	\$ 8,600	\$ 9,200	\$ 9,750	\$ 9,650	\$ 11,200
2200	RETIREMENT	\$ 9,900	\$ 8,900	\$ 3,900	\$ 3,600	
2300	LIFE AND HEALTH INSURANCE	\$ 33,500	\$ 38,700	\$ 38,500	\$ 38,400	\$ 42,900
2400	WORKERS COMPENSATION	\$ 780	\$ 800	\$ 1,062	\$ 810	\$ 1,020
TOTAL PERSONNEL COSTS:		\$ 165,130	\$ 177,450	\$ 178,962	\$ 177,960	\$ 201,320

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: GENERAL SERVICES (0519)

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2022/2023	2022/2023	2022/2023
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ 120,000	\$ 125,200	\$ 205,072	\$ 165,000	\$ 216,200
3400	OTHER CONTRACTUAL SERVICES	\$ 100,500	\$ 102,000	\$ 99,550	\$ 95,000	\$ 108,570
3401	PUBLIC MEETING CONTRACT COST	\$ 24,000	\$ 3,100	\$ 3,700	\$ 3,900	\$ 3,900
4000	TRAVEL AND PER DIEM	\$ 2,900	\$ 2,700	\$ 4,460	\$ 3,500	\$ 4,960
4100	COMM. & FREIGHT	\$ 3,400	\$ 3,700	\$ 5,400	\$ 5,450	\$ 5,700
4300	UTILITIES	\$ 8,800	\$ 8,500	\$ 10,100	\$ 7,300	\$ 11,200
4400	RENTALS AND LEASES	\$ 3,800	\$ 3,700	\$ 3,200	\$ 3,900	\$ 4,045
4500	INSURANCE	\$ 24,600	\$ 27,000	\$ 27,643	\$ 24,500	\$ 35,850
4600	R&M VEHICLES	\$ -	\$ 250	\$ 3,000	\$ 250	\$ 3,000
4609	R&M BUILDING & EQUIPMENT	\$ 21,200	\$ 34,500	\$ 34,500	\$ 32,000	\$ 21,620
4901	EDUCATION	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
4909	MISCELLANEOUS	\$ -	\$ 1,000	\$ 500	\$ 100	\$ 1,000
5100	OFFICE SUPPLIES	\$ 2,200	\$ 2,400	\$ 2,500	\$ 2,500	\$ 3,000
5200	OPERATING SUPPLY	\$ 1,500	\$ 2,000	\$ 3,800	\$ 3,750	\$ 4,000
5201	FUEL AND OIL	\$ -	\$ -	\$ 1,050	\$ 200	\$ 850
5203	Surcharges remitted for permits		\$ 3,900	\$ 4,500	\$ 4,500	\$ 5,000
5204	POSTAGE & SUPPLIES	\$ 5,000	\$ 4,300	\$ 6,500	\$ 5,000	\$ 7,000
5400	BOOKS, PUBLICATIONS, ETC	\$ 80	\$ 100	\$ 200	\$ 100	\$ 200
TOTAL SUPPLIES AND OTHER SERVICES		\$ 317,980	\$ 324,350	\$ 416,675	\$ 356,950	\$ 437,095
GRAND TOTAL FOR DEPARTMENT		\$ 483,110	\$ 501,800	\$ 595,637	\$ 534,910	\$ 638,415

3100	2nd year of Planning Services Contract, added additional hours over the monthly allotted amount. Reconciliation between Zoning & FLUM Maps; Engineering Services, \$20,000 of review for Site Plans. Building Official monthly cost, ancillary attendance a night meetings
3400	Animal Control, Cleaning Service, Copy charges, Pest Control
3401	Annual Software Maintenance for recording equipment for City Hall meetings
4400	Copier Lease, Postage Lease
4609	Permitting Software Maintenance Cost, Maint of Lift, Equipment maintenance and/or replacement
5201	Estimating 200 gallons @ \$4.25
5203	Increase in State fees based on volume of projects

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: POLICE DEPARTMENT (0521)

PERSONNEL COST:

		2020/2021	2021/2022	2022/2023	2023/2024	2023/2024
		EOY Adjustment	EOY	MID YEAR	Estimates	PROPOSED
1100	EXECUTIVE SALARIES	\$ 121,000	\$ 81,200	\$ 86,800	\$ 85,400	\$ 92,900
1200	REGULAR SALARIES	\$ 1,390,000	\$ 1,405,000	\$ 1,644,000	\$ 1,595,000	\$ 1,730,990
1201	HOLIDAY PAY	\$ 6,500	\$ 6,100	\$ 7,320	\$ 6,000	\$ 7,780
1202	OFFICERS HOLIDAY PAY	\$ 24,500	\$ 27,200	\$ 30,400	\$ 29,900	\$ 32,000
1300	OTHER SALARY	\$ 19,500	\$ 18,900	\$ 30,000	\$ 15,600	\$ 30,000
1400	OVERTIME	\$ 2,300	\$ 300	\$ 3,240	\$ -	\$ 3,300
1402	Dispatch OT	\$ 6,550	\$ 5,100	\$ 9,000	\$ 7,200	\$ 9,600
1403	OFFICERS OVERTIME PAY	\$ 149,500	\$ 96,200	\$ 94,100	\$ 89,900	\$ 99,800
1404	OFFICER OT SPECIAL DETAIL	\$ -	\$ 36,500	\$ 36,600	\$ 67,000	\$ 40,000
1501	AUXILIARY PAY	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
1510	LONGEVITY/SERVICE INCENTIVE	\$ -	\$ -	\$ 250	\$ 250	
1520	OFFICERS LONGEVITY/SERVICE	\$ 500	\$ 500	\$ 250	\$ 250	\$ 250
1540	CAREER EDUCATION	\$ 13,100	\$ 12,700	\$ 15,600	\$ 12,800	\$ 15,600
2100	FICA	\$ 129,100	\$ 130,900	\$ 145,200	\$ 138,000	\$ 160,600
2200	RETIREMENT	\$ 240,300	\$ 202,500	\$ 127,900	\$ 130,500	\$ 113,900
2300	LIFE AND HEALTH INSURANCE	\$ 378,000	\$ 390,000	\$ 425,800	\$ 410,000	\$ 459,600
2400	WORKERS COMPENSATION	\$ 85,500	\$ 85,000	\$ 98,100	\$ 73,500	\$ 109,900
2500	UNEMPLOYMENT COMP.	\$ -	\$ 6,800	\$ 12,000	\$ -	
TOTAL PERSONNEL COSTS:		\$ 2,567,550	\$ 2,506,100	\$ 2,767,760	\$ 2,662,500	\$ 2,907,420

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: POLICE DEPARTMENT

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	Estimates	PROPOSED
3100	PROFESSIONAL SERVICES	\$ 39,100	\$ 41,200	\$ 45,828	\$ 45,200	\$ 62,000
3400	OTHER CONTRACTURAL SERVICES	\$ 33,900	\$ 23,000	\$ 29,500	\$ 21,300	\$ 43,000
4000	TRAVEL AND PER DIEM	\$ 2,400	\$ 6,900	\$ 11,000	\$ 7,100	\$ 11,000
4100	COMM. & FREIGHT	\$ 48,200	\$ 43,700	\$ 47,000	\$ 41,500	\$ 53,500
4300	UTILITIES	\$ 13,500	\$ 18,900	\$ 18,500	\$ 19,000	\$ 20,000
4400	RENTALS AND LEASES	\$ 4,700	\$ 4,700	\$ 4,920	\$ 3,700	\$ 4,920
4500	INSURANCE	\$ 59,500	\$ 62,500	\$ 63,400	\$ 57,000	\$ 82,100
4600	R&M VEHICLES	\$ 19,500	\$ 24,200	\$ 34,500	\$ 51,000	\$ 37,500
4609	R&M EQUIPMENT	\$ 52,500	\$ 38,100	\$ 29,700	\$ 30,500	\$ 40,500
4700	PRINTING	\$ 1,000	\$ -	\$ 2,000	\$ 1,500	\$ 2,000
4901	EDUCATION-RESTRICTED	\$ 5,600	\$ 9,900	\$ 11,700	\$ 9,900	\$ 11,700
4902	EDUCATION - NON-RESTRICTED	\$ 1,200	\$ 4,450	\$ 4,900	\$ 1,000	\$ 4,900
4903	CODE ENFORCEMENT	\$ 7,900	\$ 5,252	\$ 8,500	\$ 5,600	\$ 8,500
4909	MISCELLANEOUS	\$ 150	\$ 1,600	\$ 1,900	\$ 300	\$ 1,900
5100	OFFICE SUPPLIES	\$ 3,100	\$ 3,900	\$ 4,500	\$ 3,400	\$ 5,000
5101	DETECTIVE SUPPLIES	\$ 1,620	\$ 2,100	\$ 3,100	\$ 3,200	\$ 3,100
5102	INVESTIGATION FEES	\$ 3,200	\$ 1,800	\$ 2,700	\$ 1,000	\$ 2,700
5200	OPERATING SUPPLY	\$ 8,700	\$ 13,100	\$ 14,500	\$ 10,500	\$ 12,500
5201	FUEL AND OIL	\$ 59,500	\$ 82,000	\$ 111,250	\$ 84,000	\$ 99,750
5202	OPERATING SUPPLIES (TIRES)	\$ 6,100	\$ 9,200	\$ 7,500	\$ 6,000	\$ 7,500
5203	UNIFORMS/PATCHES	\$ 20,050	\$ 21,000	\$ 21,100	\$ 20,000	\$ 21,100
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,900	\$ 2,400	\$ 3,000	\$ 1,600	\$ 3,000
6400	Public Safety Grant Computers & Soft.		\$ 36,675			
TOTAL SUPPLIES AND OTHER SERVICES		\$ 393,320	\$ 419,902	\$ 480,998	\$ 424,300	\$ 538,170
GRAND TOTAL FOR DEPARTMENT		\$ 2,960,870	\$ 2,926,002	\$ 3,248,758	\$ 3,086,800	\$ 3,445,590

3100 Crime Lab increase
 3400 Spillman Software Maintenance contract increased
 4100 FDLE Requirement to replace Microwave communication
 4609 Added Multi Factor Authentication and Login security required by FDLE not changed yet
 5201 Same # of Gallons 23,000 @ \$4.25; and Oil Changes

City of Okeechobee 2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: FIRE DEPARTMENT (0522)

PERSONNEL COST:		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 80,300	\$ 57,900			
1200	REGULAR SALARIES	\$ 448,900	\$ -			
1200	SEPARATION EST INCL LEAVE BALANCE	\$ 10,900	\$ 104,800			
1201	HOLIDAY PAY		\$ -			
1202	ACTING LIEUT/PLANNER		\$ -			
1300	OTHER SALARY	\$ 74,600	\$ -			
1400	OVERTIME	\$ 63,300	\$ -			
1401	OVERTIME PAY/ANNUAL & SICK		\$ -			
1501	VOLUNTEER PAY	\$ 15,500	\$ -			
1510	LONGEVITY/SERVICE INCENTIVE		\$ 750			
1540	CAREER EDUCATION	\$ 900	\$ 400			
2100	FICA	\$ 62,500	\$ 6,400			
2200	RETIREMENT	\$ 97,800	\$ 39,100	\$ 48,814	\$ 48,814	\$ 49,500
2300	LIFE AND HEALTH INSURANCE	\$ 135,200	\$ 9,100		\$ -	\$ 400
2400	WORKERS COMPENSATION	\$ 44,500	\$ 1,500			
2500	UNEMPLOYMENT COMPENSATION		\$ -	\$ 15,000	\$ 5,000	\$ 5,000
TOTAL PERSONNEL COSTS:		\$ 1,034,400	\$ 219,950	\$ 63,814	\$ 53,814	\$ 54,900

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: FIRE DEPARTMENT (0522)

SUPPLIES & OTHER SERVICES		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES (MD)	\$ 6,100	\$ -			
3102	PROF SERV (PHYS FOR SCBA)	\$ 100	\$ -			
3103	WELLNESS PROGRAM (Gym)	\$ 2,400	\$ -			
3400	FIRE CONTRACTUAL SERVICES	\$ 97,700	\$ 570,921	\$ 602,500	\$ 602,500	\$ 848,000
3401	CONTRACTUAL SER-3 TEMP FF	\$ 24,500	\$ -	\$ -		
3402	SEPARATION ESTIMATE INCL LEAVE BA	\$ 220,400	\$ -			
4000	TRAVEL AND PER DIEM	\$ 200	\$ -			
4100	COMM. & FREIGHT	\$ 12,300	\$ 6,337	\$ 1,800	\$ 2,000	\$ 2,000
4300	UTILITIES	\$ 11,200	\$ 7,411	\$ 7,000	\$ 7,600	\$ 7,600
4400	RENTALS AND LEASES	\$ 1,050	\$ 1,048	\$ -		
4500	INSURANCE	\$ 29,900	\$ 15,884	\$ 16,400	\$ 20,800	\$ 20,800
4600	R&M VEHICLES	\$ 18,800	\$ 51	\$ -	\$ -	\$ -
4609	R&M BUILDING & EQUIPMENT	\$ 19,800	\$ 8,950	\$ 14,500	\$ 15,000	\$ 25,000
4700	PRINTING	\$ -	\$ -		\$ -	\$ -
4901	EDUCATION	\$ 8,200	\$ -			
4902	PUBLIC EDUCATION & FIRE PREV.	\$ 1,000	\$ -			
4905	TRAINING & MATERIALS	\$ 1,400	\$ -			
4909	MISCELLANEOUS		\$ -			
5100	OFFICE SUPPLIES	\$ 1,500	\$ -			
5200	OPERATING SUPPLY	\$ 7,600	\$ 682	\$ 200	\$ 500	\$ 200
5201	FUEL AND OIL	\$ 7,000	\$ 2,968	\$ -	\$ -	\$ -
5202	OPERATING SUPPLIES (TIRES)	\$ 4,100	\$ -	\$ -		
5203	UNIFORMS/PATCHES	\$ 3,600	\$ 405	\$ -		
5400	BOOKS, PUBLICATIONS, ETC	\$ 1,700	\$ -	\$ -		
TOTAL SUPPLIES AND OTHER SERVICES:		\$ 480,550	\$ 614,657	\$ 642,400	\$ 648,400	\$ 903,600
GRAND TOTAL FOR DEPARTMENT		\$ 1,514,950	\$ 834,607	\$ 706,214	\$ 702,214	\$ 958,500

3400 Fire Services Contract Cost

4609 Repairs/Maintenance at Public Safety Building
Mattresses
Doors BT Bay areas

City of Okeechobee 2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: PUBLIC WORKS (0541)

PERSONNEL COST:		2020/2021	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY Adjustment	EOY Adjustment	EOY	MID YEAR	ESTIMATES	PROPOSED
1100	EXECUTIVE SALARIES	\$ 82,100	\$ 82,100	\$ 84,900	\$ 89,100	\$ 89,050	\$ 96,900
1200	REGULAR SALARIES	\$ 338,900	\$ 338,900	\$ 345,000	\$ 400,100	\$ 398,100	\$ 465,000
1300	OTHER SALARIES	\$ 1,700	\$ 1,700	\$ -		\$ -	
1400	OVERTIME	\$ 6,400	\$ 6,400	\$ 6,700	\$ 8,000	\$ 6,500	\$ 8,200
1510	LONGEVITY/SERVICE INCENTIVE			\$ -			
2100	FICA	\$ 32,700	\$ 32,700	\$ 34,700	\$ 37,500	\$ 36,700	\$ 43,620
2200	RETIREMENT	\$ 38,500	\$ 38,500	\$ 34,100	\$ 15,200	\$ 12,200	
2300	LIFE AND HEALTH INSURANCE	\$ 120,200	\$ 120,200	\$ 122,800	\$ 144,700	\$ 132,000	\$ 157,200
2400	WORKERS COMPENSATION	\$ 23,000	\$ 23,000	\$ 31,000	\$ 33,500	\$ 32,500	\$ 35,300
2500	UNEMPLOYMENT COST	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL PERSONNEL COSTS:		\$ 643,500	\$ 643,500	\$ 659,200	\$ 728,100	\$ 707,050	\$ 806,220

City of Okeechobee

2023/2024 PROPOSED BUDGET

General Fund - 001

DEPARTMENT: PUBLIC WORKS (0541)

		2020/2021	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY Adjustment	EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
3100	PROFESSIONAL SERVICES	\$ -	\$ -	\$ 2,000	\$ 7,000	\$ 2,000	\$ 5,000
3400	OTHER CONTRACTUAL SERVICES	\$ 1,100	\$ 1,100	\$ 1,500	\$ 4,500	\$ 3,500	\$ 4,000
3401	GARBAGE COLLECTION FEE	\$ 385,500	\$ 385,500	\$ 397,700	\$ 597,200	\$ 597,500	\$ 621,000
4000	TRAVEL AND PER DIEM	\$ 800	\$ 800	\$ 1,000	\$ 2,000	\$ 800	\$ 2,000
4100	COMM. & FREIGHT	\$ 7,500	\$ 7,500	\$ 15,000	\$ 17,100	\$ 16,800	\$ 18,810
4300	UTILITIES	\$ 25,500	\$ 25,500	\$ 29,000	\$ 29,500	\$ 44,000	\$ 47,000
4400	RENTALS & LEASES	\$ 2,100	\$ 2,100	\$ 2,500	\$ 3,000	\$ 3,600	\$ 4,000
4500	INSURANCE	\$ 39,100	\$ 39,100	\$ 40,800	\$ 42,200	\$ 31,900	\$ 56,200
4600	R&M VEHICLES	\$ 5,600	\$ 5,600	\$ 4,500	\$ 7,500	\$ 7,100	\$ 7,500
4605	R&M PARKS	\$ 15,100	\$ 15,100	\$ 18,000	\$ 24,500	\$ 22,000	\$ 26,950
4608	Demolition cost/cleanup/admin cost, etc.	\$ -	\$ -	\$ -	\$ 24,500	\$ -	\$ 25,000
4609	R&M BUILDING & EQUIPMENT	\$ 37,500	\$ 37,500	\$ 69,000	\$ 60,100	\$ 46,500	\$ 66,000
4901	EDUCATION	\$ 2,200	\$ 2,200	\$ 800	\$ 8,500	\$ 11,000	\$ 8,500
4909	MISCELLANEOUS	\$ 100	\$ -	\$ 100	\$ 250	\$ 220	\$ 350
5100	OFFICE SUPPLIES	\$ 900	\$ 900	\$ 400	\$ 600	\$ 560	\$ 500
5200	OPERATING SUPPLY	\$ 9,200	\$ 9,200	\$ 11,100	\$ 12,000	\$ 11,800	\$ 13,500
5201	FUEL AND OIL	\$ 26,700	\$ 26,700	\$ 45,500	\$ 51,313	\$ 51,313	\$ 44,063
5202	OPERATING SUPPLIES (TIRES)	\$ 2,000	\$ 2,000	\$ 5,100	\$ 3,000	\$ 2,700	\$ 5,000
5203	UNIFORMS	\$ 6,300	\$ 6,300	\$ 6,900	\$ 6,000	\$ 6,400	\$ 6,900
5204	DUMPING FEES	\$ 500	\$ 500	\$ 100	\$ 1,500	\$ -	\$ 1,500
5205	MOSQUITO CONTROL	\$ 2,700	\$ 2,700	\$ -	\$ 6,100	\$ 1,200	\$ 7,000
5400	BOOKS, PUBLICATIONS, ETC			\$ 500	\$ 800	\$ 100	\$ 800
TOTAL SUPPLIES AND OTHER SERVICES:		\$ 570,400	\$ 570,300	\$ 651,500	\$ 909,163	\$ 860,993	\$ 971,573
GRAND TOTAL FOR DEPARTMENT		\$ 1,213,900	\$ 1,213,800	\$ 1,310,700	\$ 1,637,263	\$ 1,568,043	\$ 1,777,793

3100	Add \$2500 for pest duck removal @ Centennial Park (4 X \$750)
4300	Significant increase in use of Charging Station (dollars offset in Revenues)
4605	Increased maintenance costs for Cattleman's Square and Veterans Park
4608	Demolition cost for derelict properties, incl admin cost, liens, etc. (not legal cost)
4609	General increase due to large increase in material costs, Apportioned software personnel cost, \$600 Price per gallon gas, \$4.25; Diesel \$4.75
5201	FY 22-23 Estimate Gallons
	Unleaded 6,500
	Diesel 3,250
5400	American Public Works Assn and Florida Stormwater Assn memberships

City of Okeechobee
2023/2024 PROPOSED BUDGET
Public Facility Fund-301

Public Facility Fund (Transportation)

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY Adjustment	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y BEGINNING FUND BALANCE	\$ 844,807	\$ 923,970	\$ 926,183	\$ 1,070,838	\$ 743,252

REVENUES						
301-313.4100	LOCAL OPTION GAS TAX	\$ 343,000	\$ 405,000	\$ 408,000	\$ 415,000	\$ 415,000
301-313.4200	LOCAL ALTER. FUEL USER FEE	\$ 209,000	\$ 246,700	\$ 248,800	\$ 252,600	\$ 252,600
301-335.1220	SRS EIGHT CENT MOTOR FUEL	\$ 63,400	\$ 61,800	\$ 60,100	\$ 57,340	\$ 52,100
301-312.3000	NINTH CENT FUEL TAX	\$ 62,000	\$ 73,000	\$ 71,100	\$ 73,174	\$ 72,100
301-335.4100	MOTOR FUEL TAX REBATE	\$ 1,260	\$ 1,300	\$ 1,200	\$ 1,800	\$ 1,400
301-361.1000	SCOP Funding	\$ -	\$ 166,868	\$ 334,951		\$ 334,951
301-361.1000	INTEREST EARNINGS	\$ 7,600	\$ 4,600	\$ 1,100	\$ 24,500	\$ 22,000
301-369.1000	MISCELLANEOUS					
TOTAL REVENUES		686,260	\$ 959,268	\$ 1,125,251	\$ 824,414	\$ 1,150,151

EXPENDITURES						
301-549.3100	PUBLIC FAC.-PROFESSIONAL SER.	\$ 750	\$ 76,000	\$ 27,500	\$ 27,500	\$ 58,000
301-549.3400	PUBLIC FAC. CONTRACTUAL SERVICE	\$ 62,900	\$ 77,000	\$ 110,000	\$ 91,000	\$ 168,000
301-549.4300	PUBLIC FAC. UTILITIES	\$ 58,600	\$ 68,100	\$ 70,000	\$ 70,500	\$ 77,000
301-549.4609	REPAIR & MAINTENANCE	\$ 30,400	\$ 28,000	\$ 86,500	\$ 75,800	\$ 37,500
301-549.4909	MISC-PARK HOLIDAY LIGHTS	\$ 4,800	\$ 4,600	\$ 5,000	\$ 4,900	\$ 6,000
301-549.5300	PUBLIC FAC. ROAD & MATERIALS	\$ 61,500	\$ 77,200	\$ 80,000	\$ 93,000	\$ 100,000
301-549.6300	PUBLIC FAC. IMPROVEMENTS	\$ 95,700	\$ 103,600	\$ 250,000	\$ 250,000	\$ 410,000
301-549.6301	SCOP IMPROVEMENTS	\$ -	\$ -	\$ 334,951		\$ 334,951
301-549.6302	PUBLIC FAC. BEAUTIFICATION	\$ -	\$ 5,100	\$ 5,000	\$ 2,000	\$ 5,000
301-549.6400	PUBLIC FAC. MACHINERY & EQUIP	\$ 64,400	\$ 22,800	\$ 187,300	\$ 187,300	\$ 72,100
TOTAL EXPENSES		\$ 379,050	\$ 462,400	\$ 1,156,251	\$ 802,000	\$ 1,268,551

Transfer to General Fund	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
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F/Y ENDING FUND BALANCE	\$ 802,017	\$ 1,070,838	\$ 545,183	\$ 743,252	\$ 274,852
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City of Okeechobee

2023/2024 PROPOSED BUDGET

		2022/2023 MID YEAR	2023/2024 PROPOSED
3100	Eng/Prof Services - SW 5th Avenue SCOP - CEI		\$ 18,000
	Eng/Prof Services		\$ 40,000
3400	Grounds Maint	\$ 90,000	\$ 100,000
	Street Sweeping		\$ 35,000
	Signal Maintenance (FDOT agreement \$\$27,153)		\$ 33,000
4609	Sidewalk Repair	\$ 50,000	\$ 15,000
	Roadway Striping		\$ 20,000
	Replacement small ROW equipment	\$ 1,500	\$ 2,500
5300	Sign Repair/Replacement	\$ 20,000	\$ 30,000
	Traffic Signal Equip Upgrades	\$ 10,000	\$ 5,000
	ROW Drainage	\$ 10,000	\$ 15,000
	R&M Bridges & Culverts	\$ 10,000	\$ 15,000
	Storm Water Infiltration repair	\$ 20,000	\$ 20,000
	Storm Water Ditch Maint Adjustments	\$ 10,000	\$ 15,000
6300	Asphalt and Roadway Reconstruction	\$ 100,000	\$ 100,000
	Sidewalk replacement and ADA ramp installation		\$ 160,000
	Stormwater repair pipe lining	\$ -	\$ 150,000
6301	SCOP SW 5th Avenue	\$ 334,951	\$ 334,951
6302	New/Replace Trash cans, Parks and S Park St		\$ 5,000
6400	Pickup Truck (4X4) Replacing 2003 Truck		\$ 50,500
	Utility Vehicle (Mule)		\$ 11,500
	Replacement Zero Turn Mower		\$ 10,000

City of Okeechobee
2023/2024 PROPOSED BUDGET
CAPITAL PROJECTS IMPROVEMENTS

		2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
		EOY Adjustment	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y BEGINNING FUND BALANCE		\$ 3,190,195	\$ 3,685,061	\$ 3,685,061	\$ 3,685,061	\$ 3,827,861
REVENUES						
304-383.0000		\$ -	\$ -		\$ -	\$ -
304-364.1000	DISPOSITION OF FIXED ASSETS	\$ 38,500	\$ 121,000	\$ -	\$ -	\$ -
304-361.1000	INTEREST EARNINGS	\$ -	\$ -	\$ -	\$ -	\$ -
304-369.1000	MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ -
304-369.1000	Grant Reimbursement	\$ -	\$ -	\$ 50,000		\$ 50,000
TOTAL REVENUES		\$ 38,500	\$ 121,000	\$ 50,000	\$ -	\$ 50,000

EXPENDITURES						
304-549-3100	Professional Services	\$ 94,000	\$ -	\$ -	\$ -	\$ -
304-512-3100	Professional Services	\$ 3,500	\$ -	\$ -	\$ -	\$ -
304-511-6400	COUNCIL CAPITAL	\$ 700	\$ 88,500	\$ -	\$ -	\$ -
304-512-6400	ADMINISTRATION CAPITAL	\$ -	\$ -			\$ 2,500
304-513-6400	FINANCE CAPITAL	\$ 3,400	\$ 1,000	\$ 5,000	\$ -	\$ 1,500
304-519-6400	GENERAL SERVICES CAPITAL	\$ 6,200	\$ -	\$ 20,000	\$ -	\$ 2,000
304-521-6400	LAW ENFORCEMENT CAPITAL	\$ 78,500	\$ 123,000	\$ 596,000	\$ 436,200	\$ 308,000
304-522-6400	FIRE PROTECTION CAPITAL	\$ -	\$ -		\$ -	\$ 22,500
304-536.6400	SEWER/WASTEWATER	\$ -	\$ -			
304-541-6400	PUBLIC WORKS CAPITAL	\$ 8,300	\$ 4,500	\$ 150,000	\$ 166,000	\$ 120,000
304-549-6400	Other Capital (Pub Safety, Transp.)	\$ -			\$ -	\$ -
304-549-6401	PARKS CAPITAL IMPROVEMENT	\$ 35,400	\$ 200,000	\$ 150,000	\$ 150,000	\$ 100,000
304-549-6402	MEDIAN REPLACEMENT & ROW	\$ -	\$ -	\$ 10,000	\$ 4,000	\$ 20,000
304-549.6403	TREE PROGRAM	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
304-549.6404	INFRASTRUCTURE	\$ -				\$ 400,000
304-584.6400	FUTURE CAPITAL PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -
304-1512-6400	HUMAN RESOURCES	\$ -	\$ -	\$ -	\$ -	\$ 8,500
304-2512-6400	CLERK CAPITAL	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -
TOTAL EXPENDITURES		\$ 230,000	\$ 417,000	\$ 947,000	\$ 757,200	\$ 1,000,000

OTHER REVENUES AND TRANSFER IN		\$ -				
	Other Grants - Transfer In		\$ -		\$ -	\$ -
TOTAL TRANSFER INS		\$ -	\$ -		\$ -	\$ -

TRANSFER OUT TO Other Funds		\$ -	\$ -	\$ 93,800	\$ 63,540	\$ 3,400
TRANSFER OUT TO GENERAL FUND		\$ 438,974	\$ -	\$ 319,850	\$ -	
TOTAL TRANSFER OUT		\$ 438,974	\$ -	\$ 413,650	\$ 63,540	\$ 3,400
F/Y ENDING FUND BALANCE		\$ 2,559,721	\$ 3,389,061	\$ 2,374,411	\$ 2,864,321	\$ 2,874,461

City of Okeechobee
2023/2024 PROPOSED BUDGET

Capital Projects Improvements

Specific Projected cost/estimates

Acct #	Dept	Description	Estimated Amounts
513-6400	Administration		
		Conference Chairs	\$ 2,500
513-6400	Administration	Fin Subtotal	\$ 2,500
513-6400	Finance		
		Computer replacement & scanner	\$ 1,500
513-6400	Finance	Fin Subtotal	\$ 1,500
519-6400	General Services		
		Replacement Chairs	\$ 2,000
519-6400	General Services	GS Subtotal	\$ 2,000
521-6400	Police	Replacement Spillman Server	\$ 40,000
		4 - Replacement vehicles incl equipment	\$ 188,000
		Replacement Generator (Natural Gas)	\$ 80,000
			\$ -
521-6400	Police	PD Subtotal	\$ 308,000
522-6400	Public Safety		
		Public Safety Building- AC	\$ 20,000
522-6400	Pubic Safety	Fin Subtotal	\$ 20,000
	Public Works	Primitive Baptist Church ada Access	\$ 20,000
		Primitive Baptist Church Parking	\$ 60,000
		Primitive Baptist Church Sanctuary	\$ 20,000
		Chamber (Septic to Sewer)	\$ 20,000
541-6400	Public Works	PW Subtotal	\$ 120,000
549-6403	Public Works	Tree Program	\$ 15,000
549-6403	Public Works	PW Trees Subtotal	\$ 15,000
549-6404	Public Works	Asphalt overlay for Road Improvements	\$ 400,000
549-6404	Public Works	PW Trees Subtotal	\$ 400,000
541-6401	Parks	Veterans Square	\$ 100,000
			\$ -
541-6401	Parks	Parks Subtotal	\$ 100,000
541-6402	Median Rep	Median Replacement/Right of Way/Parks	\$ 20,000
541-6402	Med Replacement	Med Repl Subtotal	\$ 20,000
2112-6400	Human Resources	Furniture (desk, chairs, cabinets), phone,	\$ 7,000
		Computer, printer, scanner	\$ 1,500
1512-6400	Human Resources	HR Subtotal	\$ 8,500

City of Okeechobee

2023/2024 PROPOSED BUDGET

Other Grants

RECAPITULATION - REVENUE & EXPENSES

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y BEGINNING FUND BALANCE	\$ 8,575	\$ 260,000	\$ 47,000	\$ 47,000	\$ -

REVENUES						
302-331.3903	TMDL Grant	\$ -				
302-331.3904	Stormwater Drainage Grant	\$ -	\$ -	\$ 300,000	\$ 218,000	\$ -
302-331.3905	Section 319 Grant	\$ -				
302-361.1000	Interest Earnings	\$ -				
302-381.0000	TRANSFER IN -CAPITAL ASSIGNED FUNDS	\$ 300,000		\$ 60,000	\$ 13,000	\$ -
302-381.0000	TRANSFER IN -CAPITAL FUND RESERVES	\$ 100,000			\$ -	\$ -
	TOTAL REVENUES	\$ 400,000	\$ -	\$ 360,000	\$ 231,000	\$ -

EXPENDITURES						
302-2552.3100	PROFESSIONAL SERVICES	\$ -				
302-2552.3200	ADMINISTRATIVE SERVICES	\$ -				
302-2552.4609	TEMPORARY RELOCATION	\$ -				
302-2552.4609	HOUSING REHAB DEMO/REPL/RELOC	\$ -				
302-2552.4909	MISCELLANEOUS	\$ -				
302-2000-4909	MISCELLANEOUS - BANKING EXP					
302-2752.3100	PROFESSIONAL SERVICES	\$ 5,905	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
302-2752.3200	ADMINISTRATIVE SERVICES	\$ 5,000	\$ 13,500	\$ 13,500	\$ 13,500	\$ -
302-2752.4909	MISCELLANEOUS	\$ 100	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
302-2752.4609	STREET IMPROVEMENTS/ADDITIONS	\$ -				
302-2752.6300	INFRASTRUCTURE IMPROVEMENTS	\$ -	\$ -	\$ 218,500	\$ 218,000	\$ -
302-2752-6400	Park and Canal Improvements	\$ 389,924	\$ -		\$ -	\$ -
	TOTAL EXPENSES	\$ 400,929	\$ 60,000	\$ 278,500	\$ 278,000	\$ -

Return General Fund Loan		\$ -		\$ -	\$ -
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F/Y ENDING FUND BALANCE	\$ 7,646	\$ 200,000	\$ 128,500	\$ -	\$ -
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DUE TO GENERAL FUND \$ 150,000

Grant project related to:
Taylor Creek SE 4th Street (Baffle Box)

City of Okeechobee
2023/2024 PROPOSED BUDGET
Industrial Development Grant Fund

RECAPITULATION - REVENUE & EXPENSES

	2020/2021	2021/2022	2022/2023	2022/2023	2023/2024
	EOY	EOY	MID YEAR	ESTIMATES	Proposed
F/Y BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

REVENUES						
	305-331.6000					
305-332.1000	American Rescue Plan Act Funds		\$ -	\$ 1,136,744	\$ 1,136,744	\$ 1,409,246
305-369.1000	Misc. Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
	Loans from Gen Fund	\$ -	\$ 432,000	\$ -	\$ -	\$ -
	TOTAL REVENUES	\$ -	\$ 432,000	\$ 1,136,744	\$ 1,136,744	\$ 1,409,246

EXPENDITURES						
305-538.3100	PROFESSIONAL SERVICES-Engineering Services	\$ -	\$ 94,924	\$ 30,000	\$ 30,000	\$ 30,000
305-538.4909	ADMINISTRATIVE SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
305-538.6300	Stormwater Infrastructure	\$ -	\$ -	\$ 1,106,744	\$ 1,106,744	\$ 1,379,246
305-538.6400	Machinery & Equipment	\$ -	\$ 321,100	\$ -	\$ -	\$ -
305-538.6401	Storm Water System Asset Mgmt. Software	\$ -	\$ 15,000	\$ -	\$ -	\$ -
	TOTAL EXPENSES	\$ -	\$ 431,024	\$ 1,136,744	\$ 1,136,744	\$ 1,409,246

F/Y ENDING FUND BALANCE	\$ -	\$ 976	\$ -	\$ -	\$ -
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DUE TO GENERAL FUND	\$	-	\$	-	\$	-	\$	-	\$	-
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Grant Project related to:
Continued use of ARPA Funds for Stormwater Infrastructure needs
Commerce Center Stormwater Improvements

City of Okeechobee
2023/2024 PROPOSED BUDGET
Other Grant **Capital Fund**

RECAPITULATION - REVENUE & EXPENSES

				2023/2024
				Proposed
F/Y BEGINNING FUND BALANCE				\$ -

REVENUES					
309-331.9000	FEDERAL GRANTS		\$ -	\$ -	\$ 660,000
309-334.9000	STATE GRANTS		\$ -	\$ -	\$ 1,200,000
309-369.1000	MISC REVENUES	\$ -	\$ -	\$ -	\$ -
	LOANS FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ -
	TOTAL REVENUES	\$ -	\$ -	\$ -	\$ 1,860,000

EXPENDITURES					
309-519.3100	PROFESSIONAL SERVICES-	\$ -	\$ -	\$ -	\$ 440,000
309-519.4909	GRANT ADMINISTRATION	\$ -	\$ -	\$ -	\$ 60,000
309-519.4909	ADMINISTRATIVE SERVICES	\$ -	\$ -	\$ -	\$ 10,000
305-519.6300	MISCELLANEOUS	\$ -	\$ -	\$ -	\$ 5,000
309-519.6400	CONSTRUCTION/RENOVATION	\$ -	\$ -	\$ -	\$ 1,224,750
	TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ 1,739,750

F/Y ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ 120,250
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DUE TO GENERAL FUND \$ - \$ - \$ - \$ -

Grant Project related to:
City Hall hardening construction/renovation

City of Okeechobee
2023/2024 PROPOSED BUDGET

**LAW ENFORCEMENT SPECIAL FUND
RECAPITULATION - REVENUE & EXPENSES**

		2018/2019	2021-2022	2022-2023	2022-2023	2023/2024
		EOY	EOY	MID YEAR	ESTIMATES	PROPOSED
F/Y BEGINNING FUND BALANCE		\$ 1,200	\$ 15,600	\$ 15,990	\$ 15,990	\$ 16,890
REVENUES						
601-351.1000			\$ -			
601-351.2000	CONFISCATED PROPERTY					
601-354.1000	FINES LOCAL ORD. VIOL.	\$ 2,100	\$ 300	\$ 100	\$ 2,200	\$ 1,000
601-361.1000	INTEREST EARNINGS					
601-369-1000	MISCELLANEOUS	\$ 1,600				
TOTAL REVENUE		\$ 3,700	\$ 300	\$ 100	\$ 2,200	\$ 1,000

EXPENDITURES						
601-529.4909	LAW ENF. SPECIAL MISC.	\$ 800	\$ 200	\$ 800	\$ 1,300	\$ 1,000
601-529.5200	LAW ENF. SPECIAL EDUCATION	\$ -				
601-549.6300	LAW ENF. SPECIAL IMPROVEMENT		\$ -			\$ -
601-549.6400	LAW ENF. SPECIAL MACH & E	\$ -	\$ -			\$ 9,500
TOTAL EXPENDITURES		800	200	800	1,300	10,500

F/Y ENDING BALANCES	\$ 4,100	\$ 15,700	\$ 15,290	\$ 16,890	\$ 7,390
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Body Cameras & startup cost (9)