



**CITY OF OKEECHOBEE
PLANNING BOARD MEETING
55 SOUTHEAST THIRD AVENUE, OKEECHOBEE, FL 34974
SEPTEMBER 15, 2022
LIST OF EXHIBITS**

Draft Minutes	Summary of Board Action July 21, 2022
Staff Report/Exhibit 1	Comprehensive Plan Small Scale Future Land Use Map Amendment Application No. 22-006-SSA
Staff Report/Exhibit 2	Comprehensive Plan Small Scale Future Land Use Map Amendment Application No. 22-007-SSA
Staff Report/Exhibit 3	Rezoning Petition No. 22-006-R
Staff Report/Exhibit 4	Rezoning Petition No. 22-007-R



CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD
JULY 21, 2022
SUMMARY OF BOARD ACTION

I. CALL TO ORDER

Vice Chairperson McCoy called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, July 21, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida followed by the Pledge of Allegiance.

II. ATTENDANCE

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

III. AGENDA

- A.** There were no items added, deferred, or withdrawn from the agenda.
- B.** Motion by Member McAuley, seconded by Member Jonassaint to approve the agenda as presented. **Motion Carried Unanimously.**
- C.** There were no comment cards submitted for public participation for issues not on the agenda.

IV. MINUTES

- A.** Motion by Member Jonassaint, seconded by Member Shaw to dispense with the reading and approve the June 16, 2022, Regular Meeting minutes. **Motion Carried Unanimously.**

V. VICE CHAIRPERSON MCCOY OPENED THE PUBLIC HEARING AT 6:02 P.M.

- A.** Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 22-003-SSA, to reclassify from Industrial (I) to Multi-Family Residential (MFR) on 0.52± acres located at 1104 and 1108 Northwest 2nd Street, Lots 17 through 19 of Block 26, NORTHWEST ADDITION TO OKEECHOBEE, Plat Book 1, Page 25, Okeechobee County.
 - 1.** City Planning Consultant Ben Smith with Morris-Depew Associates, Inc. briefly reviewed the Planning Staff Report finding the requested MFR FLUM designation for the subject property reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval.
 - 2.** Mr. Jose Quijada, Property Owner, was present and available for questions. There were none.
 - 3.** No public comments were offered. For the record there were 25 surrounding property owner notices mailed, signage was posted on the subject parcel, and the Application was advertised in the local newspaper.
 - 4.** No Ex-Parte disclosures were offered.
 - 5.** Motion by Board Member Jonassaint, seconded by Board Member McAuley to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-003-SSA, as presented in [Exhibit 1, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for August 16, 2022.

V. PUBLIC HEARING ITEMS CONTINUED

- B. Comprehensive Plan Small Scale FLUM Amendment Application No. 22-005-SSA, to reclassify from Single Family Residential (SFR) to Commercial (C) on 0.32± acres located at 205 Northeast (NE) 6th Street, Lots 9 and 10 of Block 78, CITY OF OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County.
1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested C FLUM designation for the subject property reasonable compatible with the adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval. The Applicant is requesting a concurrent rezoning from Residential Single Family-One (RSF-1) and Commercial Professional Office (CPO) to Light Commercial (CLT).
 2. Mr. Steven Dobbs was present on behalf of Property Owner, 608 Okeechobee, LLC, and available for questions. There were none.
 3. No public comments were offered. For the record there were 20 surrounding property owner notices mailed, signage was posted on the subject parcel, and the Application was advertised in the local newspaper.
 4. No Ex-Parte disclosures were offered.
 5. Motion by Board Member Jonassaint, seconded by Board Member McAuley to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-005-SSA, as presented in [Exhibit 2, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for August 16, 2022.

QUASI-JUDICIAL ITEM

- C. Rezoning Petition No. 22-005-R, requests to rezone from RSF-1 and CPO to CLT, on 0.64± acres, located at 201 through 205 NE 6th Street, Lots 7 through 10 of Block 78, CITY OF OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County for the proposed use of expanding the existing business located directly North of this property.
1. Notary Public Patty Burnette administered an oath to Mr. Steven Dobbs, 209 Northeast 2nd Street, Okeechobee, Florida, who responded affirmatively.
 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from RSF-1 and CPO to CLT for the subject property to be reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area and consistent with the City's Comprehensive Plan, therefore recommending approval should the concurrent request to change the FLUM to C be approved.
 3. Mr. Dobbs was present on behalf of Property Owner, 608 Okeechobee, LLC, and available for questions. Mr. Dobbs stated he is aware a Special Exception approval is needed for an alcohol and drug rehabilitation center/detox center.
 4. No public comments were offered. For the record there were 20 surrounding property owner notices mailed, signage was posted on the subject parcel, and the Petition was advertised in the local newspaper.
 5. No Ex-Parte disclosures were offered.
 6. Motion by Board Member Jonassaint, seconded by Board Member Shaw to recommend approval to the City Council for Rezoning Petition No. 22-005-R as presented in [Exhibit 3, which includes the findings as required for granting Petitions per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval]. **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for August 16, 2022, and September 6, 2022.

VICE CHAIRPERSON MCCOY CLOSED THE PUBLIC HEARING AT 6:28 P.M.

VI. CITY ADMINISTRATOR UPDATE

Nothing at this time.

VII. Vice Chairperson McCoy adjourned the meeting at 6:28 P.M.

Submitted by:

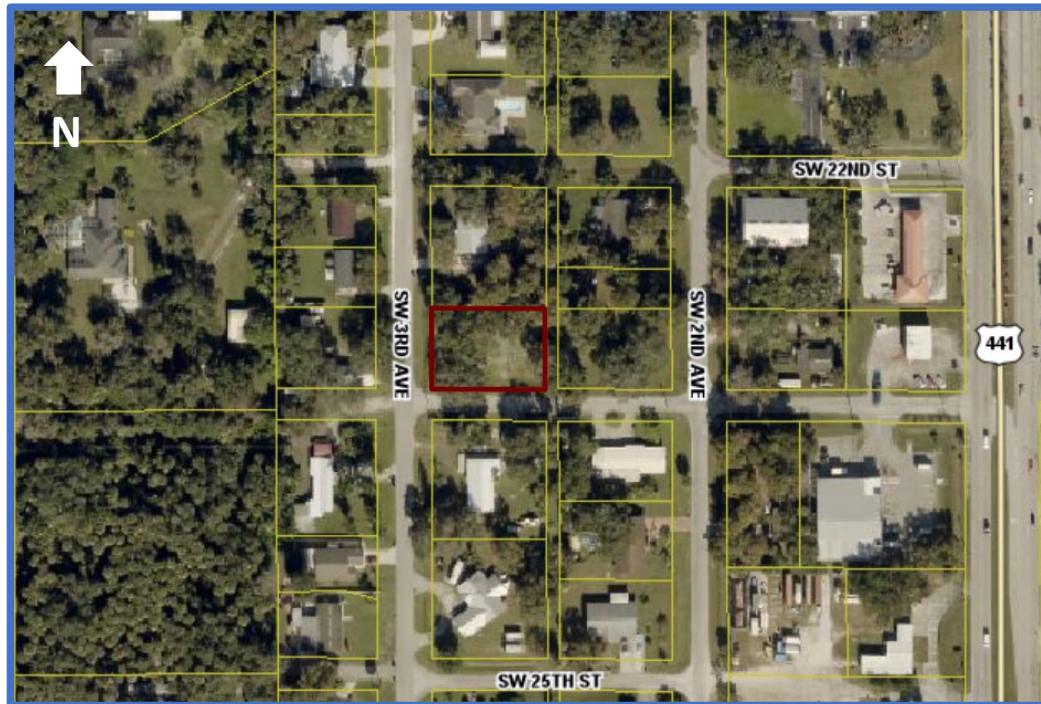
Patty M. Burnette, Secretary

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.

DRAFT

22-006-SSA

Comprehensive Plan Amendment Staff Report



Applicant | City of Okeechobee

Address | Corner of SW 3rd Ave. & SW 23rd Street



Prepared for The City of Okeechobee

General Information

Owner: City of Okeechobee
Applicant: City of Okeechobee
Primary Contact: Gary Ritter, Patty Burnette
Site Address: Corner of SW 3rd Ave. & SW 23rd Street
Parcel Identification: 3-28-37-35-0060-00050-0060

Legal Description

ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5.

Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Public Facilities	Single-Family Residential
Zoning	Public Use	Residential Single Family-One
Use of Property	Vacant	Residential
Acreage	0.325	0.325

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

	Future Land Use	Zoning	Existing Use
North	Single Family Residential	RSF-1	Residential
East	Single Family Residential	RSF-1	Residential
South	Unincorporated Okeechobee County- Commercial Corridor Mixed Use	Unincorporated Okeechobee County- RSF	Residential
West	Single Family Residential	RSF-1	Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is a city-initiated Amendment to the Future Land Use Map of the City's Comprehensive Plan to change the future land use designation of the subject 0.325-acre vacant parcel from Public Facilities to Single-Family Residential. The City is also submitting a concurrent Rezoning Application to rezone the subject property from Public Use to Residential Single Family-One (RSF-1). The property previously contained the City water tower and has since been used as a public works storage yard. As the site is no longer being utilized by the City and has been cleaned up, the City intends to list this property for sale and is undertaking these actions prior to listing. The property is located on the southern boundary of the City limit, with unincorporated

Okeechobee County to the south. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the Comprehensive Plan.

Current Maximum Development Potential as Public Facilities

The property is currently designated Public Facilities on the City of Okeechobee Future Land Use Map. The Public Facilities FLU allows for permitted uses including parks, schools, government buildings, fire stations, other recreational and non-recreational public properties, and accessory uses customary to permissible uses; and a maximum impervious surface coverage of 85%. Residential uses are not permitted at any density. The corresponding Public Use Zoning District allows for a maximum of 50% building coverage and 45 feet maximum building height.

Maximum Development Potential as Residential Single-Family

No specific plans are proposed at this time. However, if this map change is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code pertaining to the Single-Family Residential FLU and to the corresponding residential zoning districts. The Single-Family Residential Future Land Use allows a maximum density of four dwelling units per acre for residential units on individual lots. Additionally, mobile home parks are allowed six units per acre and the maximum density for affordable housing is 5 units per acre. The subject property has a maximum development potential 1.3 single-family residential dwelling units, which realistically equates to one (1) single family residence.

Estimates of Demand

The realistic maximum development potential on the subject property is one (1) dwelling unit. The following calculations are based on the US Census Bureau 2020 average persons per household in the City of Okeechobee for the Single-Family Residential Future Land Use:

Potable Water: 114 gallons per person per day (gppd) x 2.84 persons per household (pph) = 323.76 gpd

Sanitary Sewer: 114 gallons per person per day (gppd) x 2.84 persons per household (pph) = 323.76 gpd

Service Availability

The Okeechobee Utility Authority has identified sufficient capacity to provide sanitary sewer and potable water to the subject water. The development potential of the property permits a maximum of 1 residential dwelling unit, which is not expected to impact the solid waste and public-school services that are available to the surrounding properties.

Environmental Impacts

The subject property is currently vacant and partially cleared of vegetation. The prior uses of the property make it highly unlikely that unique habitats, wetlands, incompatible soil types, and flood prone areas would be located on the subject property. Additionally, the improvements to the property and the

surrounding development pattern discourage the presence of any endangered species of wildlife and plants from populating the site.

Internal Consistency with the City of Okeechobee Comprehensive Plan

The Administratively Initiated Application for Comprehensive Plan Amendment requires that the Applicant demonstrate consistency with the City of Okeechobee Comprehensive Plan and provides a series of consistency questions that the Applicant, The City of Okeechobee, must respond to.

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

The development potential for the 0.325 acres is 1.3 single family dwelling units, which realistically equates to 1 single family residence, which will not have a substantial impact on the City of Okeechobee population projections. A concurrent application to rezone the subject property from Public Use (PUB) to Residential Single Family-One (RSF-1) is proposed, which will further limit potential for any higher density development.

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

Future Land Use Element Policy 2.2: In accordance with property rights policies adopted by the Central Florida Regional Planning Council in the Central Florida Regional Policy Plan, the City of Okeechobee recognizes and shall continue to protect private property rights. In implementing the Comprehensive Plan, the City shall continue to ensure that its land development regulations protect the use and value of private property from adverse impacts of incompatible land uses, activities and hazards. Planning for land use and public facilities in the City shall consider private property rights, and ensure citizen input into government land use decisions affecting property rights.

Future Land Use Element Policy 2.5: The City shall amend its Future Land Use Map, as necessary, to address inconsistent land use areas.

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

The subject property is adjacent to single-family residential dwelling units to the north, the south, the east, and to the west. The proposed Future Land Use map amendment will allow for development of the subject property consistent with the surrounding existing land uses. Allowing for residential development of the subject property, which is within an existing residential neighborhood, can also be considered infill development, which curtails sprawl, if only to a modest degree.

Housing Element Policy 1.1: New residential development shall continue to be permitted only where facilities and services such as roads, sanitary sewer, and potable water are available and adequate, or where such facilities and services are programmed to be provided during the planning period, based on a fair-share distribution of costs.

The subject property can be accessed from both Southwest 3rd Avenue and Southwest 23rd Street. The Okeechobee Utility Authority has identified that sanitary sewer and potable water is in place to serve the subject property. In addition, all emergency and municipal services are available and adequate to serve the subject property and the surrounding residentially neighborhood.

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

The adjacent unincorporated area to the south is designated Commercial Corridor Mixed Use on the County's Future Land Use Map. While description of this land use category indicates the area is intended for predominantly commercial land uses in the future, the category also allows for residential; and in fact, the zoning and existing land uses are single family residential. The proposed amendment is compatible with the surrounding area.

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

Consistent with FS. 163.3187(1)(c), the subject property is not located within an area of critical state concern.

Recommendation

The City of Okeechobee is proposing an administratively initiated map amendment to prepare the subject property, which is no longer being used for municipal purposes, to be listed for sale. The subject property is bounded on all sides by existing residential development. Though the current Public Facilities Future Land Use designation is not incompatible with the surrounding area, the proposed Single Family Residential designation is more consistent with the surrounding designations and pattern of land use.

Additionally, the market demand for residential remains high. Any potential buyer of the subject property will be enabled to proceed with development of a residential dwelling upon purchase, which should increase the attractiveness and value of the property to potential buyers. Conversely, the Public Facility land use may not be as attractive to as many buyers. If the City's goal is to sell this property, the proposed map amendment is advisable. Based on the foregoing analysis, staff recommends approval of the requested Future Land Use Map change from Public Facilities to Single Family Residential.

Submitted by:



Ben Smith, AICP

Director of Planning

September 7, 2022

Okeechobee Planning Board Hearing September 15, 2022

Supplemental Exhibits

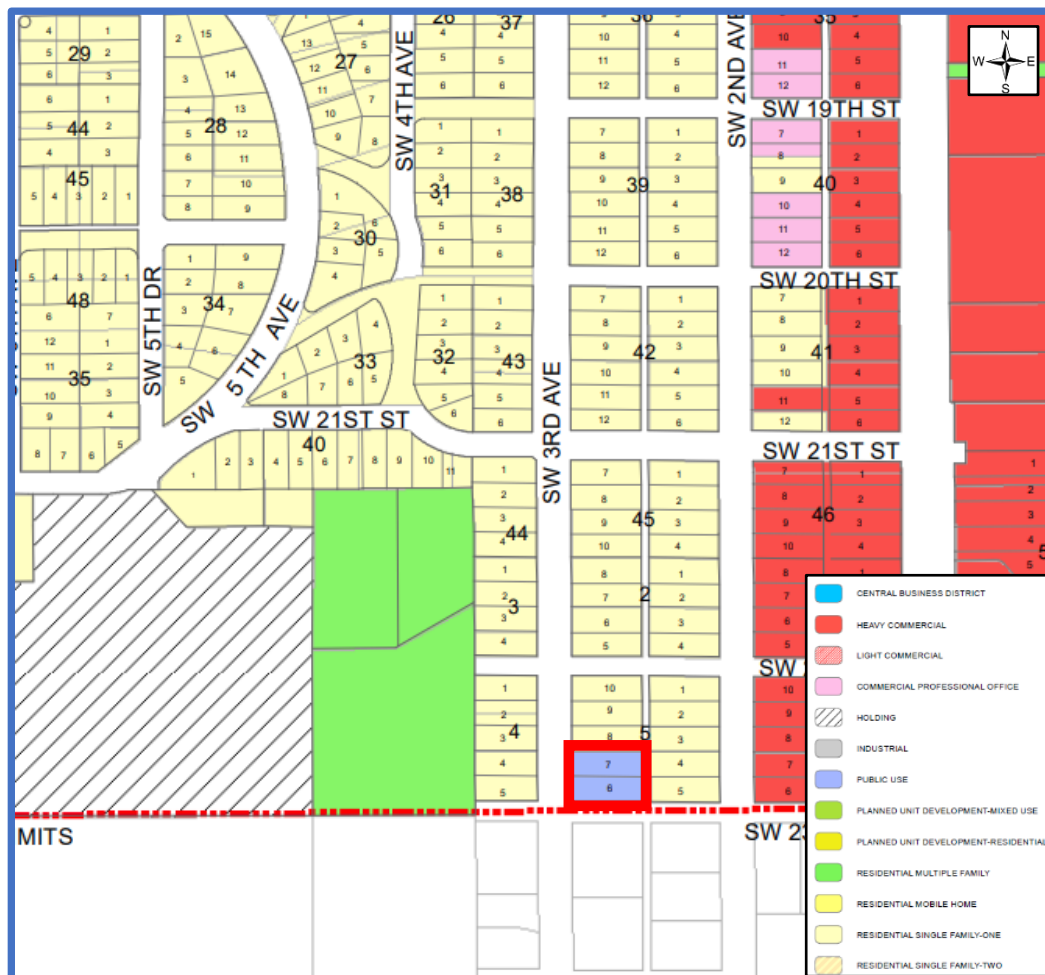


Exhibit A: Existing Zoning Map

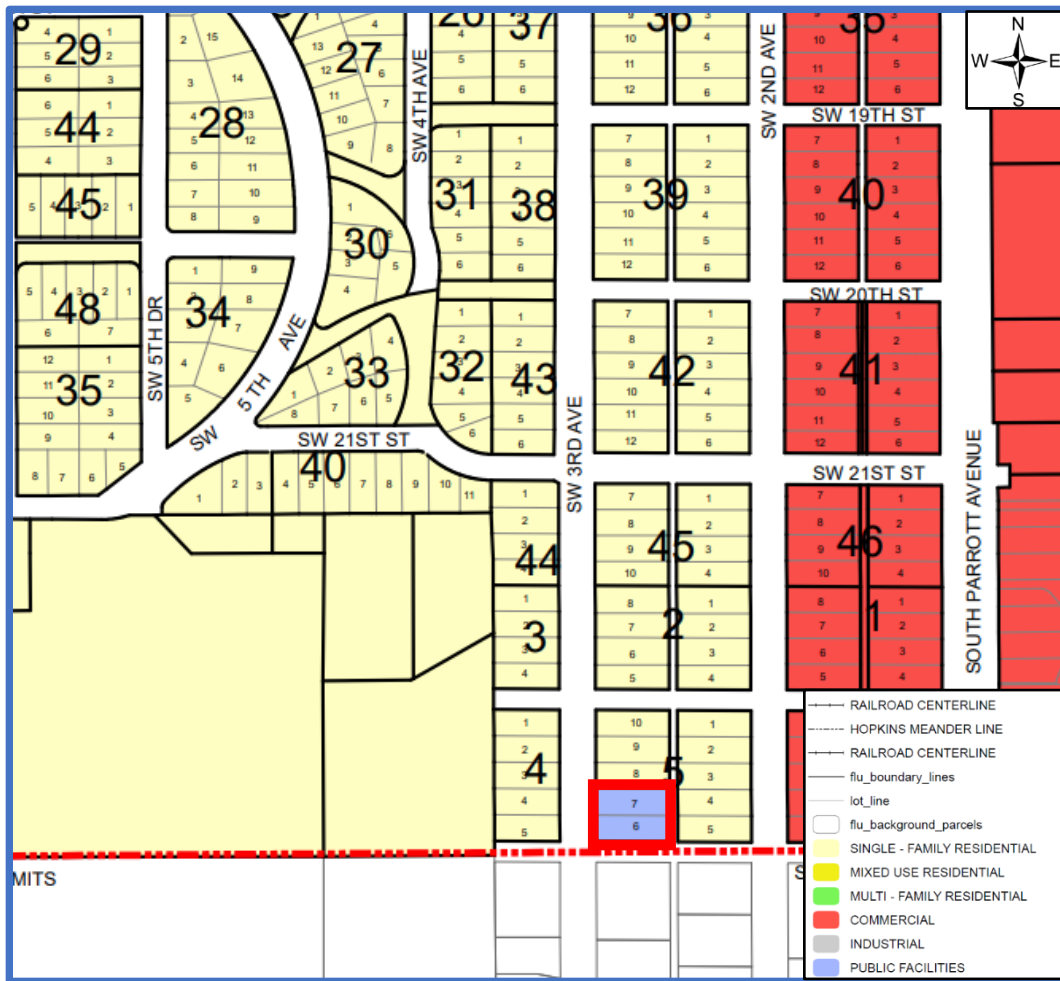


Exhibit B: Existing Future Land Use Map

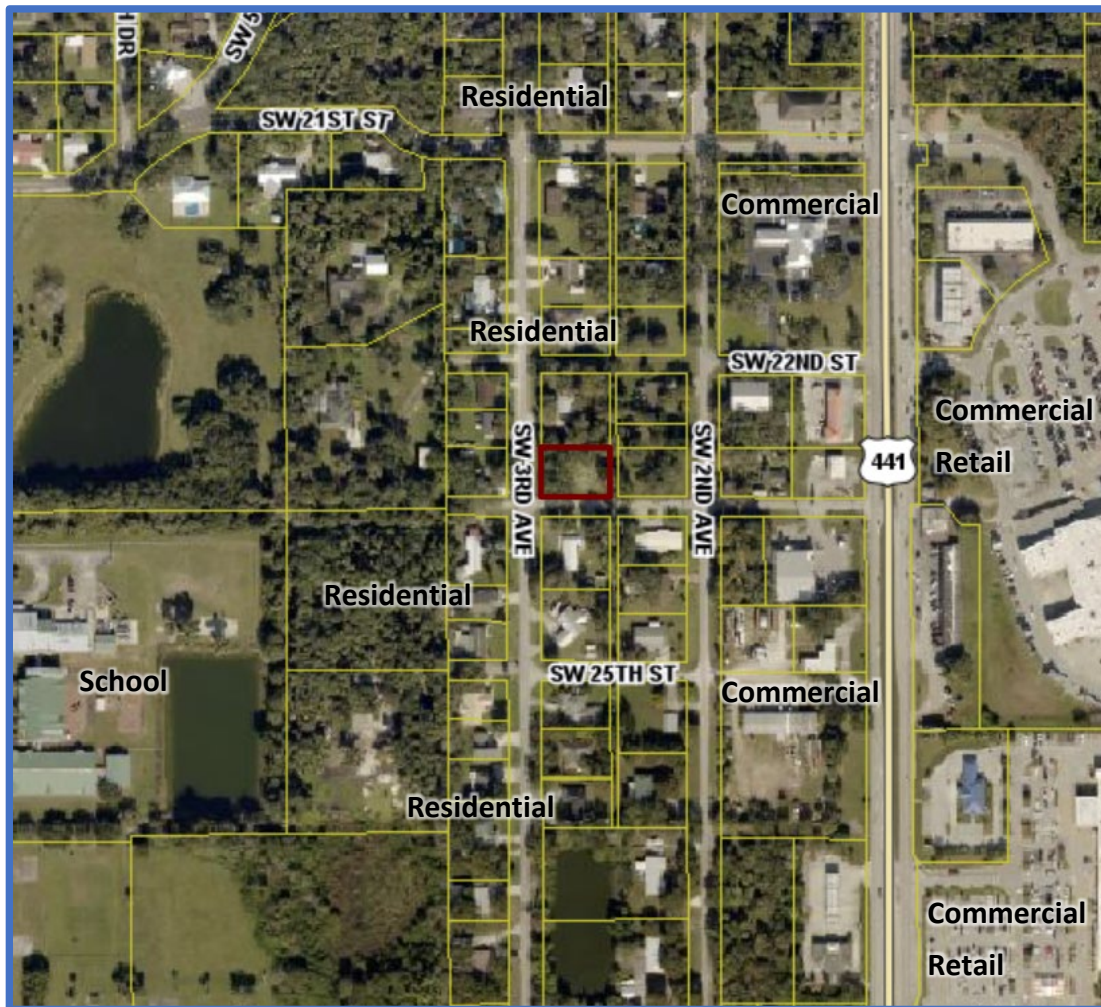


Exhibit C: Existing Land Uses

City of Okcechobee General Services Department 55 S.E. 3 rd Avenue, Room 101 Okcechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>7-29-22</u>	Petition No. <u>22-006-SSA</u>
	Fee Paid: <u>N/A</u>	Jurisdiction: <u>PB+CC</u>
	1 st Hearing: <u>9-15-22</u>	2 nd Hearing: <u>10-18-22</u>
	Publication Dates:	
	Notices Mailed: <u>8-31-22</u>	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

TO BE COMPLETED BY CITY STAFF:

Verified FLUM Designation: PF

Verified Zoning Designation: PUB

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

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

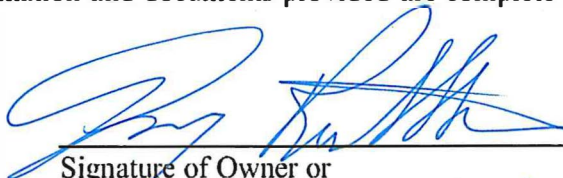
APPLICANT PLEASE NOTE:

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

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

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

8/4/2022
Date


Signature of Owner or
Authorized Representative* City Administrator

*Attach Notarized Letter of Owner's Authorization

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

I. APPLICANT/AGENT/OWNER INFORMATION

City of Okeechobee
Applicant
55 SE 3rd Avenue
Address
Okeechobee FL 34974
City **State** **Zip**
863-763-9820
Telephone Number **Fax Number** **E-Mail**

Gary Bitter - City Administrator
Agent* Patty Burnette - General Services Coordinator
Same as above
Address

City **State** **Zip**
Telephone Number **Fax Number** **E-Mail**
gbitter@cityofokeechobee.com
pburnette@cityofokeechobee.com

City of Okeechobee
Owner(s) of Record
Same as above
Address

City **State** **Zip**
Telephone Number **Fax Number** **E-Mail**

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

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

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

A. TYPE: (Check appropriate type)

☐ Text Amendment

☒ Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

Changing parcel's zoning as property will be listed for sale.

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

A. PROPERTY LOCATION:

1. Site Address: corner of SW 3rd Avenue & 23rd Street

2. Property ID #(s): 3-28-37-35-0060-00050-0060

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

1. Total Area of Property: .325 acres

2. Total Area included in Request: .325 acres

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

(1)

(2)

(3)

(4)

b. Total Uplands:

c. Total Wetlands:

Applicaton for Comprehensive Plan Amendment

3. Current Zoning: PUB
4. Current FLU Category: PF
5. Existing Land Use: vacant
6. Requested FLU Category: SF Residential

D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY

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

IV. AMENDMENT SUPPORT DOCUMENTATION

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

A. GENERAL INFORMATION AND MAPS

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

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

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

Application for Comprehensive Plan Amendment

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

B. PUBLIC FACILITIES IMPACTS

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

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

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

Applicaton for Comprehensive Plan Amendment

3. Provide a letter from the appropriate agency substantiating the adequacy of the existing and proposed facilities, to support development resulting from the proposed change, including:
 - a. Solid Waste;
 - b. Water and Sewer;
 - c. Schools.

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

C. ENVIRONMENTAL IMPACTS

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

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

D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN

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

Application for Comprehensive Plan Amendment

E. JUSTIFICATION OF PROPOSED AMENDMENT

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

V. FEE SCHEDULE

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

VI. AFFIDAVIT

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


Signature of Owner or Authorized Agent

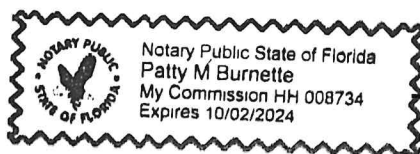
8/4/2022
Date

Gary Ritter - City Administrator
Typed or Printed Name

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of August 4, 20 22, by Gary Ritter, who
(Name of Person)
is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

THIS DEED, Made the 5th day of December A. D. 1925, by
 H. H. DeYarman, and wife, Kathleen DeYarman
 of the County of Okeechobee, State of Florida, hereinafter called the grantors, to
 City of Okeechobee
 of the County of Okeechobee, State of Florida, hereinafter called the grantee.

WITNESSETH, That the said grantor S., in consideration of
 Two Thousand Five Hundred & No/100 ----- Dollars,
 the receipt whereof is hereby acknowledged, do give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto
 the said grantee, and its heirs and assigns in fee simple, the lands situate in Okeechobee
 County, State of Florida, described as follows:

Lots Six and Seven (6 & 7) in Block Five (5) Royal Oak Addition
 to Okeechobee, Florida, according to the plat on record in the
 Office of the Clerk of the Circuit Court, Okeechobee County, Florida

(\$2.50 Revenue Stamps cancelled.)

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantee, and
 its heirs and assigns in fee simple.
 AND the said grantor S., for themselves and their heirs and legal representatives, covenant
 with said grantee, its heirs, legal representatives and assigns: That said grantor S. are indefeasibly
 seized of said land in fee simple; that said grantor S. have full power and lawful right to convey said lands in fee simple,
 as aforesaid; that it shall be lawful for said grantee, its heirs, legal representatives and assigns, at all times peaceably
 and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said grantor S.,
 their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said
 grantee, its heirs, legal representatives and assigns, as may reasonably be required; and that said grantor S., do
 hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hand S. and seal S. of said grantors S., the day and year first above written.

Signed Sealed and Delivered in the Presence of

O. O. Davis

H. H. DeYarman (Seal.)

Ruth B. Owens

Mrs. Kathleen DeYarman (Seal.)

STATE OF FLORIDA,

County of Okeechobee

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and
 take acknowledgments, H. H. DeYarman and wife, Kathleen DeYarman

to me well known and known to me to be the individual S. described in and who executed the foregoing deed, and they
 acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Kathleen DeYarman

known to me to be the wife of the said H. H. DeYarman
 on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowl-
 edge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and
 interest, whether of dower, homestead or of separate property, situtory or equitable, in and to the lands described therein, and that
 she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said
 husband.

WITNESS my hand and official seal, at Okeechobee County of Okeechobee, and
 State of Florida, this 5th day of December A. D. 1925

Ruth B. Owens

(Notary seal)

My commission expires July 16, 1929.

STATE OF FLORIDA,

County of Okeechobee.

On this 24 day of Dec. A. D. 1925, at o'clock M., this
 instrument was filed for record, and being duly acknowledged and proved, I have recorded the same on pages 255 of
 Deed Book 10, in the public records of Okeechobee County.

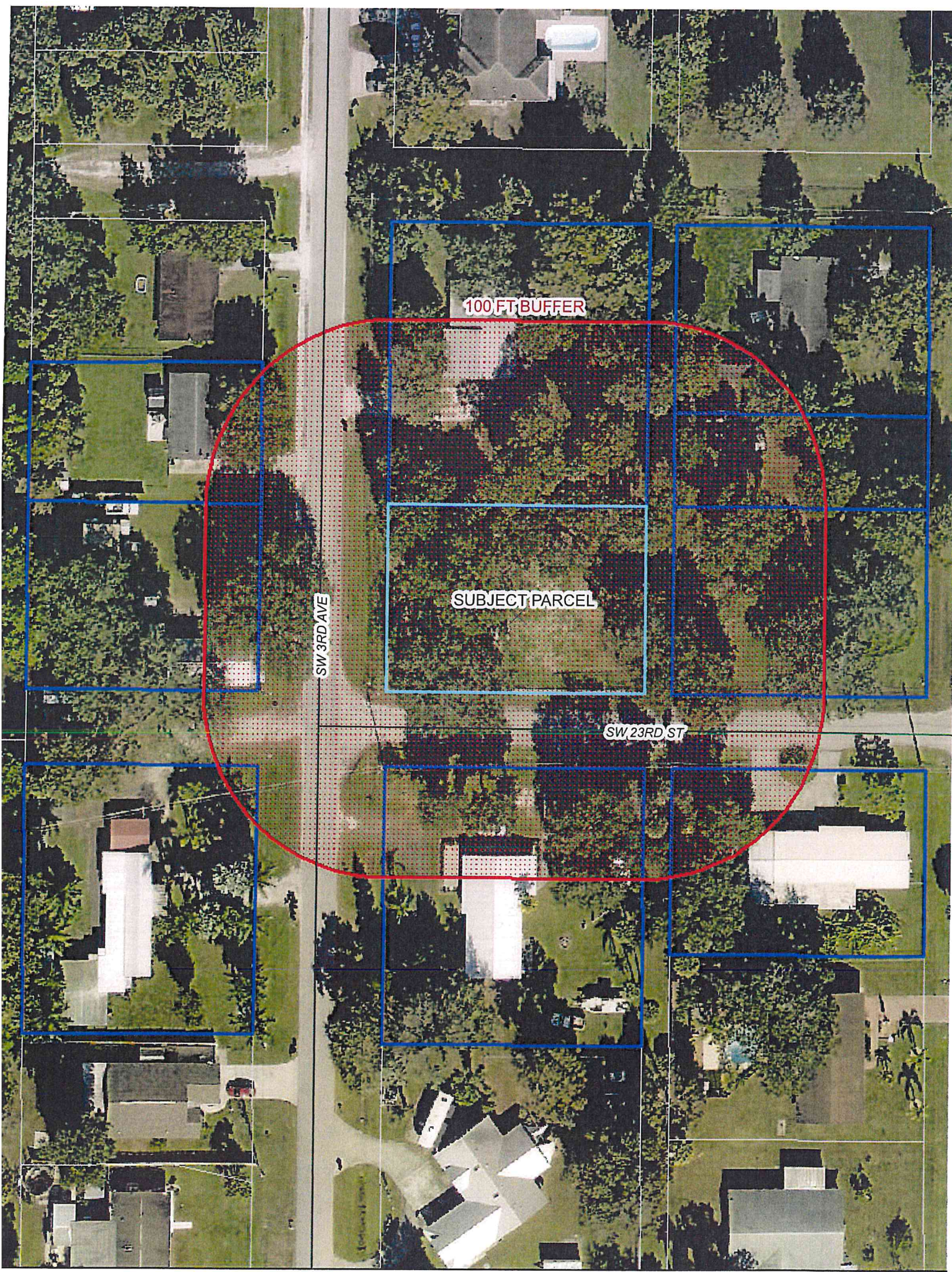
VERIFIED

Clerk

22-006-SSA

AUF 6 1 2022

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
1-28-37-35-0030-00010-0070	JUDY DIANNA L	2305 SW 2ND AVENUE		OKEECHOBEE	FL	34974-1381
1-28-37-35-0030-00020-0010	CHOQUETTE JAMES W	201 SW 23RD STREET		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0030	FINNEY THOMAS A	2304 SW 2ND AVE		OKEECHOBEE	FL	34974-5860
1-28-37-35-0030-00020-0050	ROBERSON GEORGE	275 SW 25TH ST		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0070	SZENTMARTONI JOSEPH	2301 SW 3RD AVE		OKEECHOBEE	FL	34974-5806
1-28-37-35-0030-00020-0100	SMITH LAWRENCE W II	2405 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0010	ARRIAGA FERMIN	2302 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0040	WOODHAM LISA ROBIN	2306 SW 3RD AVENUE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-004A	ROWE KATHY ANN	2304 SW 3RD AVE		OKEECHOBEE	FL	34974-5805
1-28-37-35-0A00-00049-A000	WILLIAMS ROBERT W	424 SW 25TH LN		OKEECHOBEE	FL	34974-5818
2-28-37-35-0A00-00014-A000	DOWNING SEAN	405 SW 22ND STREET		OKEECHOBEE	FL	34974
3-28-37-35-0050-00460-0010	CENTERSTATE BANKS INC	ATTN: CORPORATE REAL ESTATE	PO BOX 1287	ORANGEBURG	SC	29116
3-28-37-35-0060-00020-0010	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0030	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34972
3-28-37-35-0060-00020-0050	RADFORD WAYNE E JR	2115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0070	LEACH THOMAS S	2113 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00030-0010	LAMUNION THOMAS	2110 SW 3RD AVE		OKEECHOBEE	FL	34974-6155
3-28-37-35-0060-00030-0040	VALDES JAHAZIEL	3918 CHICKASHA RD		LANTANA	FL	33462-2208
3-28-37-35-0060-00040-0010	FLECHA SAMANTHA	2200 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0030	CAULEY LEANNE LAURA	2204 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0040	MOORE CLAYTON D	2212 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00050-0010	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0030	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0040	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0080	ENGLEHART JOHN P	2205 SW 3 AVE		OKEECHOBEE	FL	34974-5804
3-28-37-35-0060-00060-0060	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00060-0080	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974



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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of July 29, 2022 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 4th day of

August, 2022.

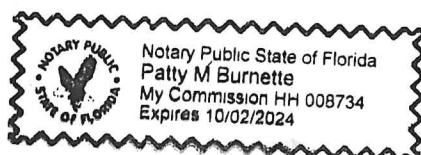
[Signature]
Signature of Applicant

8/4/2022
Date

Gary Ritter (City Administrator)
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2022, by Gary Ritter, who is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2022 Preliminary Certified

updated: 7/28/2022

Parcel: << **3-28-37-35-0060-00050-0060 (35991)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	CITY OF OKEECHOBEE 55 SE 3RD AVENUE OKEECHOBEE, FL 34974-2903		
Site	SW 3RD AVE OKEECHOBEE		
Description*	ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5		
Area	0.325 AC	S/T/R	28-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

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

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

Property & Assessment Values

2021 Certified Values		2022 Preliminary Certified	
Mkt Land	\$18,130	Mkt Land	\$22,050
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$6,345	XFOB	\$8,249
Just	\$24,475	Just	\$30,299
Class	\$0	Class	\$0
Appraised	\$24,475	Appraised	\$30,299
SOH/10% Cap [?]	\$2,404	SOH/10% Cap [?]	\$6,021
Assessed	\$24,475	Assessed	\$30,299
Exempt 04	\$22,071	Exempt 04	\$24,278
Total	county:\$0	Total	county:\$0
Taxable	city:\$0	Taxable	city:\$0
	other:\$0		other:\$0
	school:\$0		school:\$0

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

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
NONE						

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
FENC C	8'C/L 3BRB	1991	\$8,249	470.00	0 x 0	PD (75%)

▼ Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
161C10	CITY LT (MKT)	100.000 FF (0.325 AC)	1.0000/.9800 1.0000/ /	\$221 /FF	\$22,050

Z - PUB
FLU - PF

Exhibit 10
6/7/2022



**CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974**

Phone: (863)763-3372
www.cityofokeechobee.com
Office of the City Administrator
Direct Line: 863-763-9812

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

Memorandum

Date: June 1, 2022
To: Mayor Watford and City Council Members
From: City Administrator Gary Ritter
RE: City Parcel

The City owned parcel on SW 3rd Avenue and SW 23rd Street was at one time where the City's water tower was located. Some time ago the water tower was removed, and the parcel became a storage yard for the public works department. The parcel is located in a residential neighborhood, so the public works department has moved all materials to the public works yard, removed the perimeter fence and cleaned up all remaining debris from the site. Staff is recommending that the Council consider converting the parcel into a public green space or selling it.

To put up for sale
5-0



Patty Burnette

From: Jamie Mullis <jmullis@ouafl.com>
Sent: Monday, August 1, 2022 9:35 AM
To: Gary Ritter
Cc: Robin Brock; Patty Burnette; John Hayford
Subject: Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee , FL 34974-4221
Phone: 863-763-9460 EXT. 111
Fax: 863-763-9036
E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

Under Florida law, e-mails and email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

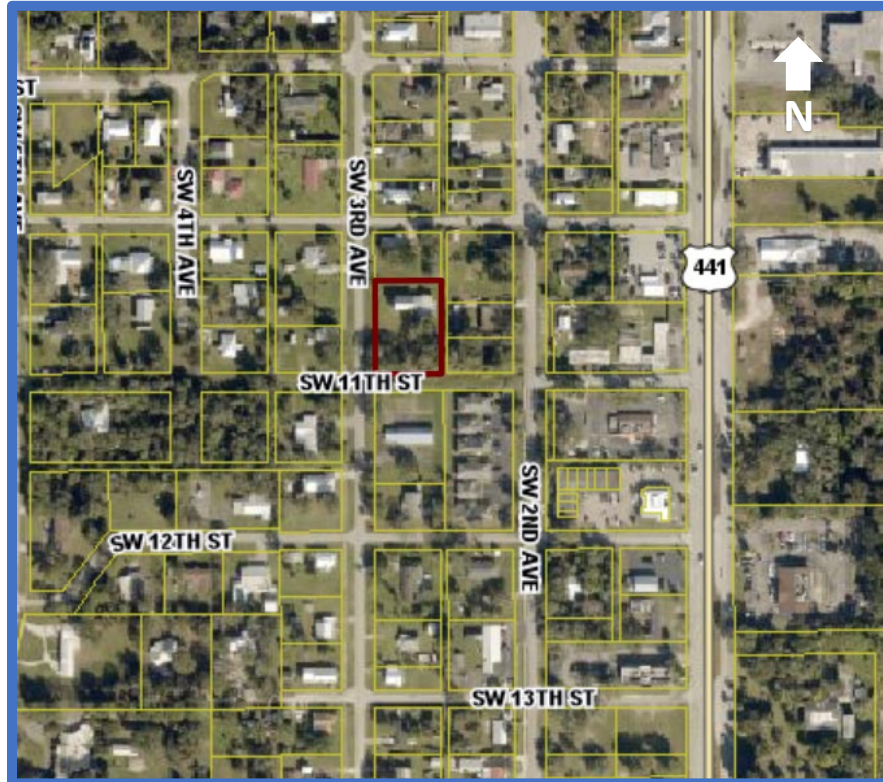
From: Gary Ritter <gritter@cityofokeechobee.com>
Sent: Friday, July 29, 2022 4:42 PM
To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>
Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>
Subject: City Lot Questions

John,

Do these lots have water and sewer or just water?

22-007-SSA

Comprehensive Plan Amendment Staff Report



Applicant | City of Okeechobee

Address | 1003 SW 3rd Avenue



Prepared for The City of Okeechobee

General Information

Owner: City of Okeechobee

Applicant: City of Okeechobee

Primary Contact: Gary Ritter, Patty Burnette

Site Address: 1003 SW 3rd Avenue

Parcel Identification: 3-21-37-35-0040-00080-0090

Legal Description

LOTS 9,10, 11, AND 12 OF Block 8, SOUTH OKEECHOBEE SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 12 AND PLAT BOOK 5, PAGE 7, OKEECHOBEE COUNTY PUBLIC RECORDS.

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

	Existing	Proposed
Future Land Use	Single-Family Residential	Public Facilities
Zoning	RSF-1	PUB
Use of Property	Church	Museum
Acreage	.651	.651

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

	Future Land Use	Zoning	Existing Use
North	Single-Family Residential	RSF-1	Residential
East	Single-Family Residential/ Commercial	RSF-1/ Commercial Professional Office	Residential
South	Single-Family Residential, Multi-Family Residential	RSF-1, RMF	Residential, Church
West	Single-Family Residential	RSF-1	Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is an administratively initiated Amendment to the Future Land Use Map of the City's Comprehensive Plan to change the future land use designation of the subject parcel from Single-Family Residential to Public Facilities. Concurrent with the map amendment, a rezoning application has been submitted to rezone the subject property from

Residential Single Family-One (RSF-1) to Public Use (PUB). The 0.651-acre parcel is the site of the Okeechobee Primitive Baptist Church. The purpose of this request is to prepare the subject property to be used by the Okeechobee Historical Society as a museum. A Facility Use License agreement for this arrangement has already been executed between the City and the Historical Society. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the Comprehensive Plan.

Current Maximum Development Potential as Residential Single-Family

The property is currently designated Single-Family Residential on the City of Okeechobee Future Land Use Map. The Single-Family Residential FLU allows a maximum density of four dwelling units per acre for residential units on individual lots. Additionally, mobile home parks are allowed six units per acre and the maximum density for affordable housing is 5 units per acre. The subject property has a maximum development potential of 2.6 single-family residential dwelling units. Theoretically, the property could be split to create two lots, each developed with a single-family residence.

Proposed Maximum Development Potential as Public Facilities

Other than use of the property as a museum, no specific plans for improvement have been identified at this time. However, if this map change is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the Public Facilities district and public uses. The Public Facilities FLU allows for permitted uses including parks, schools, government buildings, fire stations, other recreational and non-recreational public properties, and accessory uses customary to permissible uses. The proposed FLU allows for a maximum impervious surface coverage of 85%, which is far greater than the 55% permitted in the Single Family Residential FLU. This increase in allowable impervious surface area will enable the city or the Historical Society greater flexibility to make any improvements to the site that are necessary, including a large parking lot.

Estimates of Demand

The following estimates relate to the existing building located on the subject property.

Potable Water: $0.15 \text{ GPD per SF} \times 3,275 \text{ SF} = 491.25 \text{ GPD}$

Sanitary Sewer: $0.15 \text{ GPD per SF} \times 3,275 \text{ SF} = 491.25 \text{ GPD}$

Service Availability

The Okeechobee Utility Authority has identified that sanitary sewer and potable water service is available to the subject property. The development potential of the property would permit for public uses only, which are not expected to impact the solid waste level of service. The subject property has been developed for many years and all emergency services will continue to serve the subject property.

Environmental Impacts

The subject property is largely cleared of vegetation and occupied by an existing structure, which was developed in 1923, making it highly unlikely that unique habitats, wetlands, incompatible soil types, and flood prone areas would be located on the site. Additionally, the improvements to the property and the surrounding development pattern discourage the presence of any endangered species of wildlife and plants from populating the site.

Internal Consistency with the City of Okeechobee Comprehensive Plan

The Administratively Initiated Application for Comprehensive Plan Amendment requires that the Applicant demonstrate consistency with the City of Okeechobee Comprehensive Plan and provides a series of consistency questions that the Applicant, The City of Okeechobee, must respond to.

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

The proposed Public Facilities Future Land Use does not allow for residential density. The slight reduction in area designated for residential uses will not significantly affect population projections.

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

Future Land Use Element Policy 2.2: In accordance with property rights policies adopted by the Central Florida Regional Planning Council in the Central Florida Regional Policy Plan, the City of Okeechobee recognizes and shall continue to protect private property rights. In implementing the Comprehensive Plan, the City shall continue to ensure that its land development regulations protect the use and value of private property from adverse impacts of incompatible land uses, activities and hazards. Planning for land use and public facilities in the City shall consider private property rights, and ensure citizen input into government land use decisions affecting property rights.

The subject property is developed with a church. The proposed use of the existing structure by the Historical Society as a museum will repurpose the former Okeechobee Primitive Baptist Church, which is not currently in use. The historic nature of the existing structure makes it highly unlikely that the subject property will ever be redeveloped, and the Public Facilities Future Land Use would allow for more flexibility in utilization of the property.

Future Land Use Element Policy 2.5: The City shall amend its Future Land Use Map, as necessary, to address inconsistent land use areas.

The subject property is within the Single-Family Residential Future Land Use, although it has never been developed with residential uses. Amending the Future Land Use of the subject property to Public Facilities is more consistent designation with the planned use of the property by the Historical Society.

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

The subject property is not located at or near the boundary between the City of Okeechobee and Unincorporated Okeechobee County.

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

Staff Response: Consistent with FS. 163.3187(1)(c), the subject property is not located within an area of critical state concern.

Justification and Recommendation

The Okeechobee Primitive Baptist Church is over 100 years old and has significant historic value. The City of Okeechobee Historical Society intends to use the site as a museum to educate the public about the history of the City of Okeechobee. The proposed Public Facilities Future Land Use is more consistent with this intended use and will allow the City and the Historical Society greater flexibility in maintaining and improving the site. Additionally, the unique historical value of the subject property makes it highly unlikely that a single-family residence would ever be proposed to replace the existing structure. Staff recommends approval of this amendment to change the Future Land Use designation from Residential Single Family-One to Public Facilities.

Submitted by:



Ben Smith, AICP

Director of Planning

September 7, 2022

Okeechobee Planning Board Hearing: September 15, 2022

City Council Public Hearing: (tentative) October 4, 2022

Supplemental Exhibits

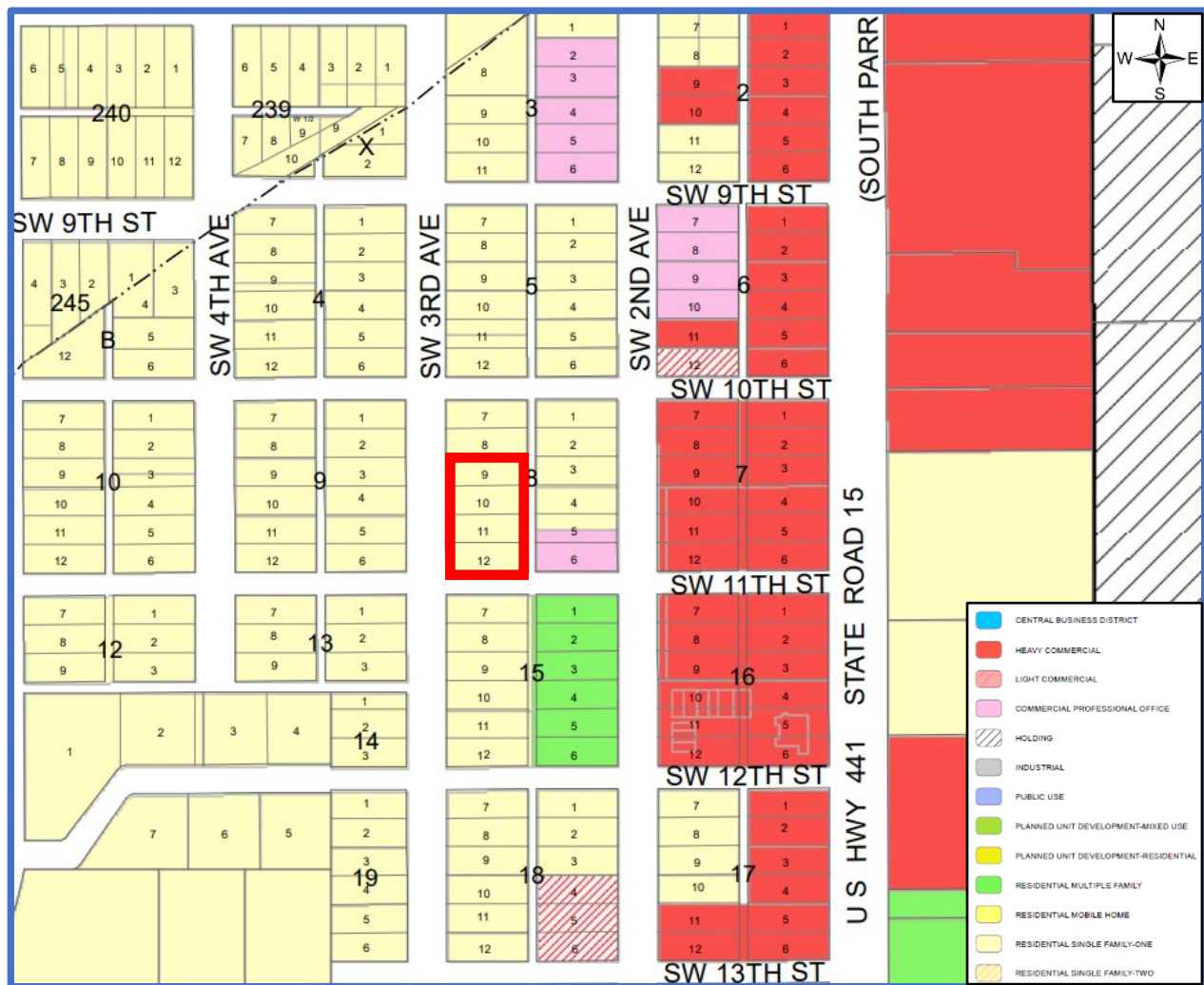


Exhibit A: Existing Zoning Map

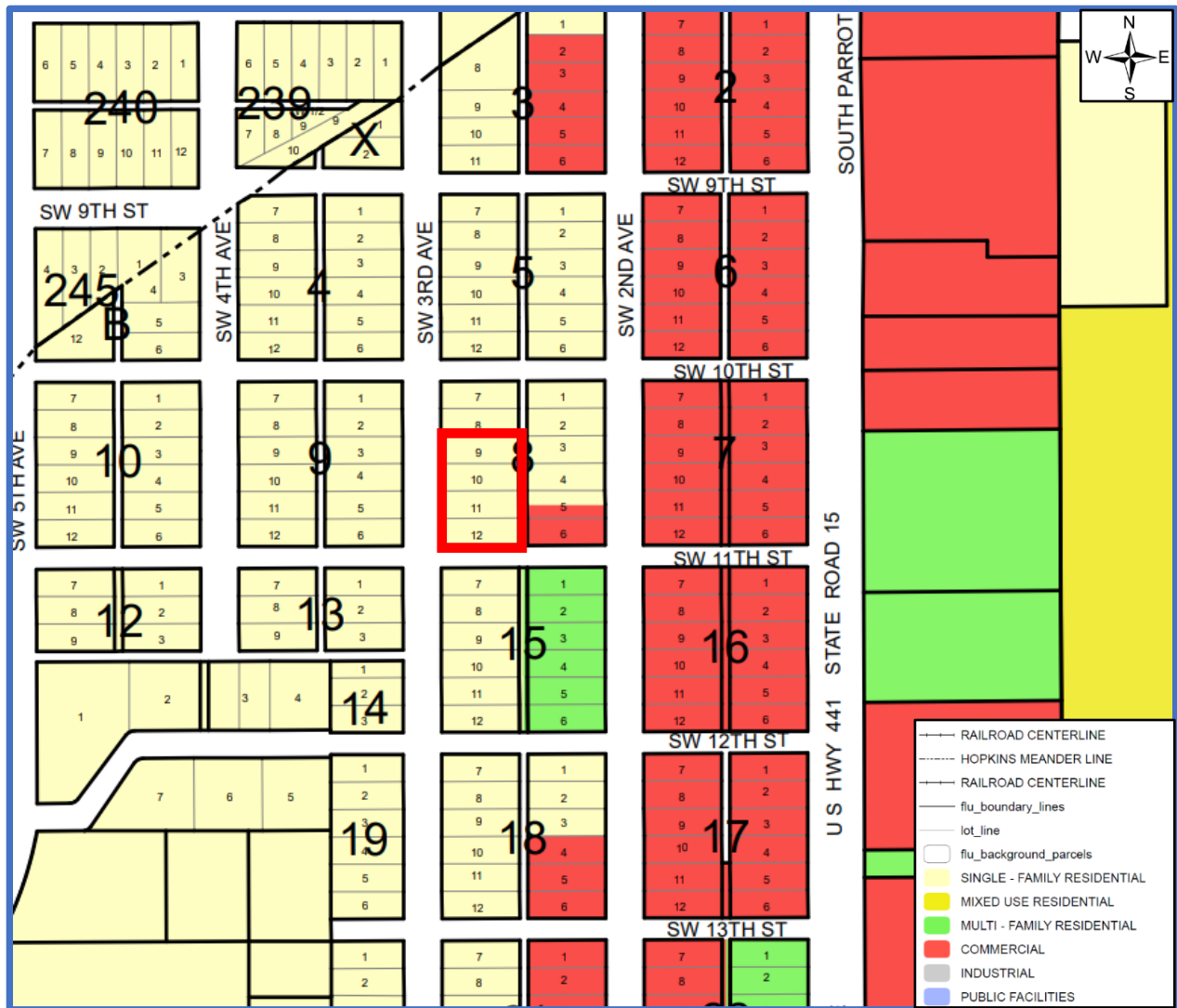


Exhibit B: Existing Future Land Use Map



Exhibit C: Existing Land Uses

City of Okeechobee General Services Department 55 S.E. 3 rd Avenue, Room 101 Okeechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>7-29-22</u>	Petition No. <u>22-007-SSA</u>
	Fee Paid: <u>N/A</u>	Jurisdiction: <u>IB+CC</u>
	1 st Hearing: <u>9-15-22</u>	2 nd Hearing: <u>10-18-22</u>
	Publication Dates:	
	Notices Mailed: <u>8-31-22</u>	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

TO BE COMPLETED BY CITY STAFF:

Verified FLUM Designation: SF Residential

Verified Zoning Designation: RSF-1

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

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

APPLICANT PLEASE NOTE:

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

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

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

8/4/2022
Date

[Signature]
Signature of Owner or
Authorized Representative* *City Administrator*

*Attach Notarized Letter of Owner's Authorization

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

I. APPLICANT/AGENT/OWNER INFORMATION

City of Okeechobee

Applicant

55 SE 3rd Avenue

Address

Okeechobee

FL

34974

City

State

Zip

863-763-9020

Telephone Number

Fax Number

E-Mail

Gary Bitter (City Administrator)

Agent*

Patty Burnette (General Services Coordinator)

Address

SAME AS ABOVE

City

State

Zip

Telephone Number

Fax Number

E-Mail

gbitter@cityofokeechobee.com

pburnette@cityofokeechobee.com

City of Okeechobee

Owner(s) of Record

SAME AS ABOVE

Address

City

State

Zip

Telephone Number

Fax Number

E-Mail

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

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

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

A. TYPE: (Check appropriate type)

☐ Text Amendment

☒ Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

Property was aquired by the City through a tax sale.

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

A. PROPERTY LOCATION:

1. Site Address: 1003 SW 3rd Avenue

2. Property ID #(s): 3-21-37-35-0040-00080-0090

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

1. Total Area of Property: .651 acres

2. Total Area included in Request: .651 acres

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

(1) _____

(2) _____

(3) _____

(4) _____

b. Total Uplands: _____

c. Total Wetlands: _____

Applicaton for Comprehensive Plan Amendment

3. Current Zoning: RSF-1
4. Current FLU Category: SF Residential
5. Existing Land Use: Primitive Baptist Church to be utilized by the
6. Requested FLU Category: PF Okeechobee Historical Society

D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY

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

IV. AMENDMENT SUPPORT DOCUMENTATION

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

A. GENERAL INFORMATION AND MAPS

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

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

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

Applicaton for Comprehensive Plan Amendment

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

B. PUBLIC FACILITIES IMPACTS

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

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

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

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

Applicaton for Comprehensive Plan Amendment

3. Provide a letter from the appropriate agency substantiating the adequacy of the existing and proposed facilities, to support development resulting from the proposed change, including:
 - a. Solid Waste;
 - b. Water and Sewer;
 - c. Schools.

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

C. ENVIRONMENTAL IMPACTS

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

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

D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN

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

Application for Comprehensive Plan Amendment

E. JUSTIFICATION OF PROPOSED AMENDMENT

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

V. FEE SCHEDULE

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

VI. AFFIDAVIT

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

Signature of Owner or Authorized Agent

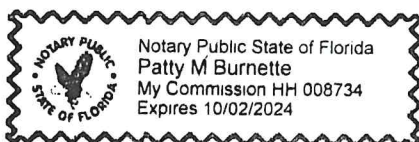
Date

Typed or Printed Name

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of August 4, 2022, by Gary Bitter, who
(Name of Person)
is personally known to me or produced _____ as identification.



Notary Public Signature



Tax Deed File Number: 2917-2019

Parcel ID Number: 3-21-37-35-0040-00080-0090

TAX DEED

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The following Tax Sale Certificate Numbered 2917-2019 issued on 1st day of June, 2019 was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 20th day of January, 2022, offered for sale as required by law for cash to the highest bidder and was sold to: CITY OF OKEECHOBEE whose address is 55 SE 3RD AVE, OKEECHOBEE, FL 34974, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 20th day of January, 2022, in the County of Okeechobee, State of Florida, in consideration of the sum of \$89,100.00, Eighty-Nine Thousand One Hundred & No/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12
BLOCK 8

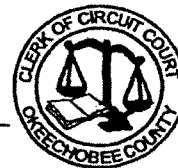
PARCEL #: 3-21-37-35-0040-00080-0090

Witnesses:

Kayleigh Jones
Kayleigh Jones
Frances Conner
Frances Conner

JERALD D BRYANT
Clerk of the Circuit Court & Comptroller

By: Madalyn Pinon
Madalyn Pinon, Deputy Clerk



STATE OF FLORIDA
COUNTY OF OKEECHOBEE

On this 20th day of January, 2022, before me Frances Conner, personally appeared, Madalyn Pinon, a Deputy Clerk for the Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid.

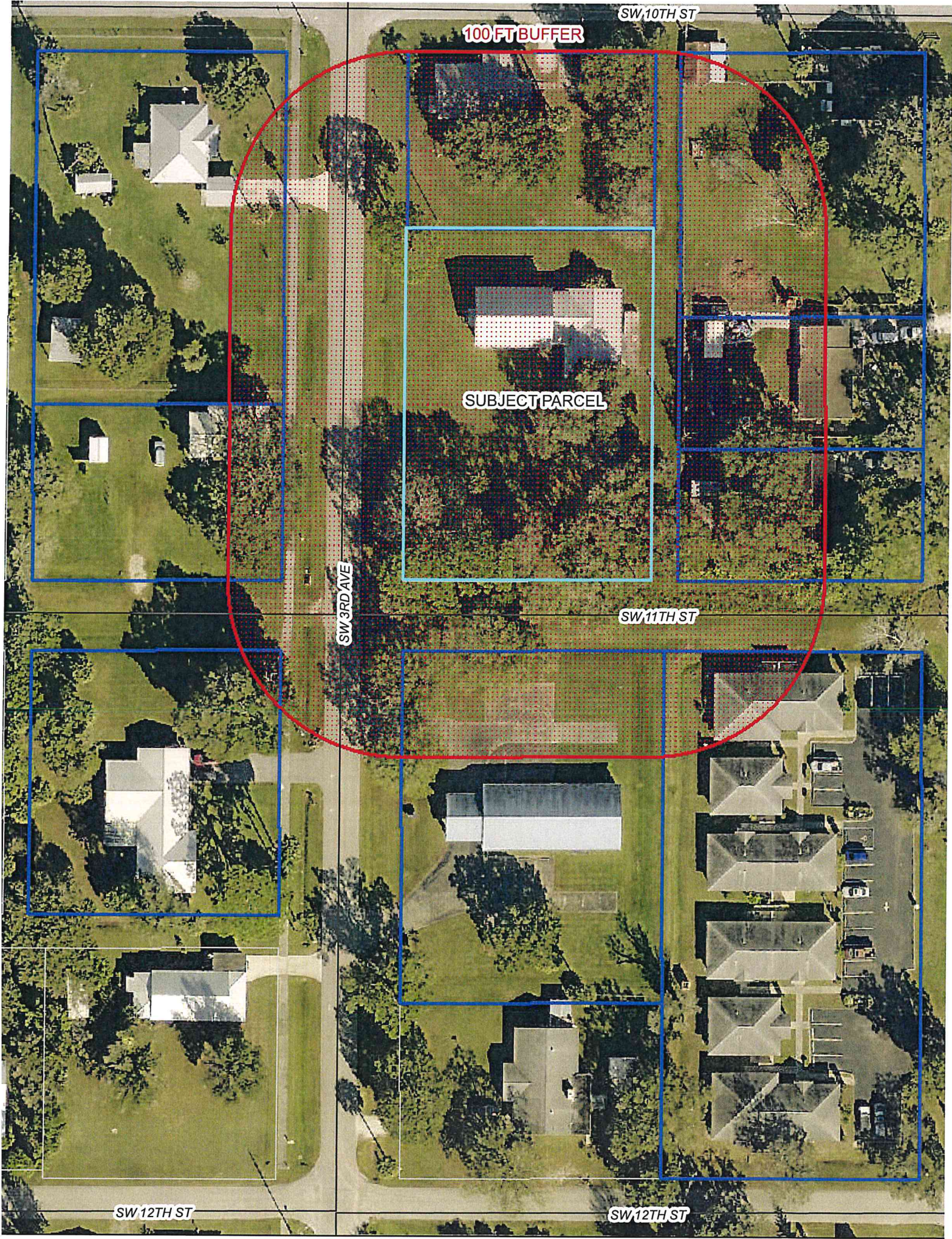


FRANCES CONNER
Commission # HH 016556
Expires July 1, 2024
Bonded Thru Budget Notary Services

Frances Conner
NOTARY PUBLIC

22.007-884

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-21-37-35-0040-00040-0010	STANLEY CHRISTOPHER	301 SW 9TH ST		OKEECHOBEE	FL	34972-4303
3-21-37-35-0040-00040-0040	WILSON BOBBIE LEE	910 SW 3RD AVE		OKEECHOBEE	FL	34974-5228
3-21-37-35-0040-00040-0110	WILSON BOBBIE LEE REVOC TRUST	910 SW 3RD AVE		OKEECHOBEE	FL	34974-5228
3-21-37-35-0040-00050-0030	PARKER RODNEY JUSTIN	908 SW 2ND AVE		OKEECHOBEE	FL	34974-5216
3-21-37-35-0040-00050-0050	BURTON JAMES W	PO BOX 683		OKEECHOBEE	FL	34973-0683
3-21-37-35-0040-00050-0060	BURTON JAMES W	PO BOX 683		OKEECHOBEE	FL	34973-0683
3-21-37-35-0040-00050-0090	MEARA DANIEL T	905 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00050-0100	MUNSON LAURA	PO BOX 625		OKEECHOBEE	FL	34973-0625
3-21-37-35-0040-00050-0120	SNOW ELBERT	915 SW 3RD AVE		OKEECHOBEE	FL	34974-5227
3-21-37-35-0040-00060-0110	SAUSHA LLC	120 SW 8TH STREET		MIAMI	FL	33130
3-21-37-35-0040-00060-0120	MITCHELL GIANINNA A	1105 SW 4TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0040	1012 PARROTT LLC	2336 SE OCEAN BLVD #333		STUART	FL	34996-3310
3-21-37-35-0040-00070-0070	GARCIA NAHUM H	115 SW 10TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0120	CITY OF OKEECHOBEE	55 SE 3RD AV		OKEECHOBEE	FL	34974-2903
3-21-37-35-0040-00080-0010	SILVAS JESUS	1000 SW 2ND AVE		OKEECHOBEE	FL	34974-5218
3-21-37-35-0040-00080-0040	MAYTA ROBERTO	1006 SW 2ND AVE		OKEECHOBEE	FL	34974-5218
3-21-37-35-0040-00080-0050	FRASER JAMES E III	1730 W LAS OLAS BLVD		FT LAUDERDALE	FL	33312
3-21-37-35-0040-00080-0070	SILVAS JESUS	1001 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00090-0030	EUBANKS PHYLLIS H	1004 SW 3RD AVE		OKEECHOBEE	FL	34974-5286
3-21-37-35-0040-00090-0050	MAYERS SARAH ANN	1016 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00090-0070	PLATT HENRY	307 SW 10TH ST		OKEECHOBEE	FL	34974-5244
3-21-37-35-0040-00090-0090	JULIEN JODY	1005 SW 4TH AVE		OKEECHOBEE	FL	34974-5213
3-21-37-35-0040-00090-0110	HARDY PAMELA SUE	1009 SW 4TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00130-0020	BOCKORAS CALEB B	401 SW 14TH CT		OKEECHOBEE	FL	34974-5210
3-21-37-35-0040-00130-0070	CHAPMAN DONALD SCOTT	7610 NW 89TH CT		OKEECHOBEE	FL	34972
3-21-37-35-0040-00140-0010	CLOSE THOMAS L (LIFE ESTATE)	1116 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00150-0010	16330B63 TRUST	C/O R SIMOES, TRUSTEE	601 HERITAGE DR STE 440	JUPITER	FL	33458-2777
3-21-37-35-0040-00150-0070	BIG LAKE CHURCH OF CHRIST, INC	1115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00150-0110	SAIN LINDA RAE	1117 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00160-0010	AZTECA 1100 INVESTMENT LLC	C/O JESUS & YOLANDA LUNA	8890 NE 12TH LN	OKEECHOBEE	FL	34974-8148
3-21-37-35-0040-00160-0070	OKEECHOBEE UTILITY AUTHORITY	100 SW 5TH AVENUE		OKEECHOBEE	FL	34974-4221
3-21-37-35-004A-00000-00C0	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0070-00010-0030	BROWN SHEILA K	400 SW 12TH ST		OKEECHOBEE	FL	34974-5254



SW 10TH ST

100 FT BUFFER

SUBJECT PARCEL

SW 3RD AVE

SW 11TH ST

SW 12TH ST

SW 12TH ST

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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of August 4, 2022 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 4th day of

August, 2022.

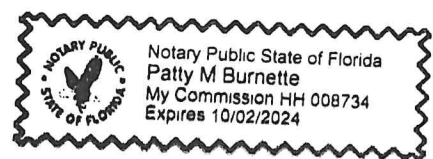
[Signature]
Signature of Applicant

8/4/2022
Date

Gary Bitter- City Administrator
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2022, by Gary Bitter, who is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2022 Preliminary Certified

updated: 7/28/2022

Parcel: << **3-21-37-35-0040-00080-0090 (34811)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	CITY OF OKEECHOBEE 55 SE 3RD AVE OKEECHOBEE, FL 34974-2903		
Site	1003 SW 3RD AVE OKEECHOBEE		
Description*	SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12 BLOCK 8		
Area	0.651 AC	S/T/R	21-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

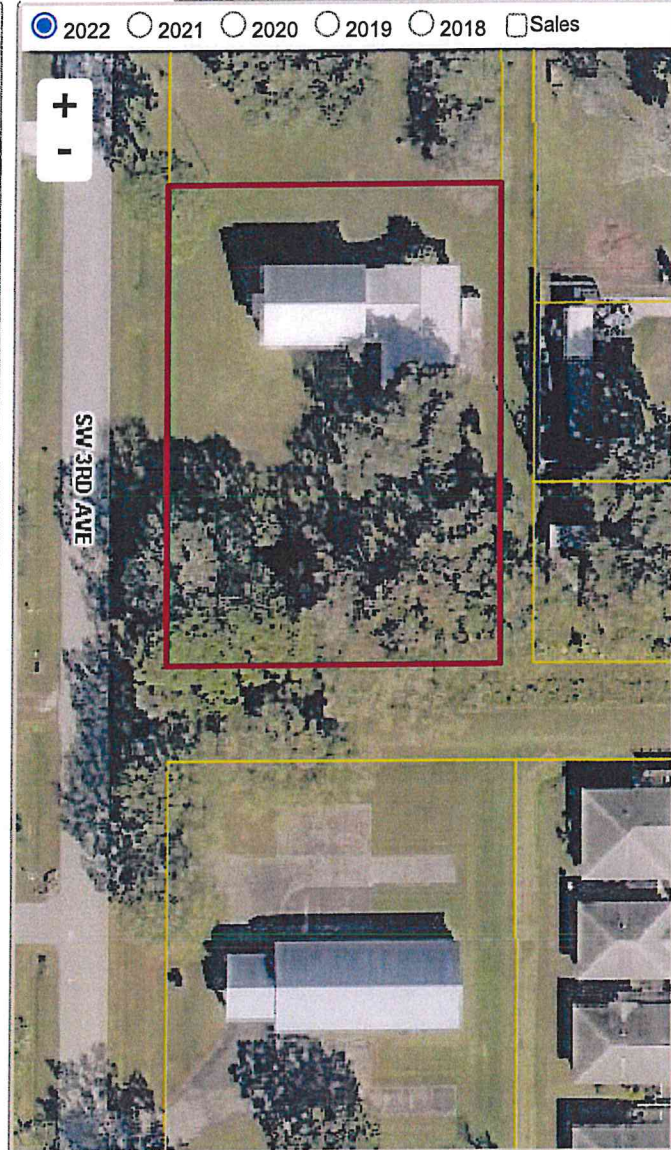
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

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

Property & Assessment Values

2021 Certified Values		2022 Preliminary Certified	
Mkt Land	\$39,200	Mkt Land	\$48,020
Ag Land	\$0	Ag Land	\$0
Building	\$61,243	Building	\$74,087
XFOB	\$857	XFOB	\$1,144
Just	\$101,300	Just	\$123,251
Class	\$0	Class	\$0
Appraised	\$101,300	Appraised	\$123,251
SOH/10% Cap [?]	\$6,884	SOH/10% Cap [?]	\$0
Assessed	\$101,300	Assessed	\$123,251
Exempt	\$0	Exempt	04 \$123,251
Total Taxable	county:\$94,416 city:\$94,416 other:\$94,416 school:\$101,300	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

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

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/20/2022	\$89,100	2022000895	TD	I	U	11
11/21/1934	\$0	0036/0575	N/A	I	U	

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	CHURCH (9100)	1925	3240	3275	\$74,087

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
CONC B	COM SLB WLK	2008	\$718	425.00	0 x 0	PD (50%)
WAL3 A	4'CB R/WAL	2013	\$426	38.00	12 x 7	PD (50%)

▼ Land Breakdown

Patty Burnette

From: Jamie Mullis <jmullis@ouafl.com>
Sent: Monday, August 1, 2022 9:35 AM
To: Gary Ritter
Cc: Robin Brock; Patty Burnette; John Hayford
Subject: Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974-4221
Phone: 863-763-9460 EXT. 111
Fax: 863-763-9036
E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

Under Florida law, e-mails and email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gary Ritter <gritter@cityofokeechobee.com>
Sent: Friday, July 29, 2022 4:42 PM
To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>
Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>
Subject: City Lot Questions

John,

Do these lots have water and sewer or just water?

CITY OF OKEECHOBEE FACILITY USE LICENSE AGREEMENT

(Primitive Baptist Church)

THIS FACILITY USE LICENSE AGREEMENT (hereinafter "this Agreement") is made and entered into this 6th day of June 2022, by and between **CITY OF OKEECHOBEE**, a political subdivision of the State of Florida (hereinafter "CITY") and **OKEECHOBEE HISTORICAL SOCIETY, INC.** a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, CITY is the owner of certain real property located in Okeechobee County, Florida, including the facility described in paragraph 2 of this Agreement; and

WHEREAS, LICENSEE is a non-profit corporation, and desires to use the City Facility described in paragraph 2 of this Agreement; and

WHEREAS, the CITY has determined that the City Facility described in paragraph 2 of this Agreement is currently not needed for City purposes; and

WHEREAS, the License Fee to be paid by LICENSEE under the terms of this Agreement is less than the CITY's fees for other City-owned facilities; and

WHEREAS, CITY is considering this discount to be a grant to LICENSEE, based upon CITY's determination that LICENSEE's activities are of a benefit to the community.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and conditions set forth herein, CITY and LICENSEE agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material basis for this Agreement, and are incorporated herein by reference.

2. **Grant of License; Description of License Area.**

- a. Subject to the terms and conditions of this Agreement, CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY, a non-transferrable License for the exclusive use and occupancy of the following City Facility (hereinafter the "License Area"):

Lots 9, 10, 11, and 12 of Block 8, SOUTH OKEECHOBEE subdivision as recorded in Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County public records.

Parcel No: 3-21-37-35-0040-00080-0090

With an address of 1003 SW 3rd Avenue, Okeechobee, FL 34974

- b. This Agreement creates a license only, and shall not be construed to be a lease, sublease, assignment, easement, or any other conveyance of an interest in or to the License Area.
- c. CITY may enter the License Area, including any and all buildings thereon, at any time for any purpose, including, without limitation, ensuring LICENSEE's compliance with this Agreement.

3. Purpose; Use.

- a. The general purpose of the License Area is to showcase the study and preservation of the history of Okeechobee by fostering an appreciation of the past, with an emphasis on local history.
 - b. To promote the foregoing purpose, LICENSEE must limit its use of the License Area as follows, and for no other uses (hereinafter the "Activities"):
 - i. collecting and preserving historical artifacts, photographs, and personal stories;
 - ii. conducting research into local Okeechobee County families and businesses subsequently presented to the public through exhibits; and
 - iii. providing public historical records.
 - c. The foregoing uses must be open to the public, including but not limited to schools; provided, however, that LICENSEE may schedule meetings as requested by non-profit organizations or schools which are closed to the general public during such meetings, and Licensee may promote awareness of the Activities by providing a venue for private events consistent with the Activities.
 - d. Reservations for meeting space will be made at the discretion of LICENSEE. Agreements for private use of the License Area shall be commemorated in a form identical in substance to the Venue License Agreement attached hereto as Exhibit B.
 - e. LICENSEE shall require a written acknowledgment from any organization reserving use of the License Area for meetings that permission to use meeting space at the License Area does not constitute endorsement of the organization's policies or beliefs by CITY.
 - f. LICENSEE must not use the License Area for any other purpose.
4. **License Period; Termination.** The License Area may be used and occupied by LICENSEE solely for the following period: July 1, 2022 to July 31, 2027 (hereinafter the "License Period"). This Agreement may be renewed for five (5) additional periods of five (5) years each, upon written agreement of the parties, or unless sooner terminated pursuant to the terms and conditions of this Agreement.

5. License Fee; Grant.

- a. License Fee. LICENSEE must pay to CITY for this License, a License Fee of One Dollar (\$1.00), which must be payable upon execution of this Agreement. As further consideration for this Agreement, LICENSEE must comply with all maintenance obligations set forth in Exhibit "A".
- b. Grant. The parties agree and acknowledge that the License Fee to be paid by LICENSEE is less than CITY's fees charged for other City-owned facilities, which the CITY is considering to be a Grant to LICENSEE. CITY is providing such Grant to LICENSEE, to use the facility at this discounted price, because City believes that LICENSEE's activities are of a benefit to the community and LICENSEE is a not-for-profit organization.

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

- a. To CITY:
City of Okeechobee
Attention: City Administrator
55 SE 3rd Avenue
Okeechobee, Florida 34974;
- b. To LICENSEE:
Okeechobee Historical Society, Inc.
PO Box 973
Okeechobee, FL 34973

And its Registered Agent:
Dowling R. Watford, Jr.
701 NE 5th St
Okeechobee, FL 34972

Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means such as hand delivery and private postal service with proof of delivery, shall be deemed to have been given when received.

7. General Terms and Conditions. This Agreement is governed by the General Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference.

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

LICENSEE:

Okeechobee Historical Society, Inc.

By: Margaret J. Cable
as its President and authorized agent

Heather Prince
WITNESS

Date: 08/04/2022

CITY:

By: Dowling R. Watford, Jr.
Mayor

Date: June 6, 2022

Attest: Lane Gamiotea
LANE GAMIOTEA, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

By: John J. Fumero, P.A.
City Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. **No Representations or Warranties by City.** CITY makes no representations or warranties whatsoever in connection with this Agreement, including, without limitation, the condition of the License Area and its suitability for the use described in this Agreement. LICENSEE acknowledges that LICENSEE has conducted LICENSEE's own investigation and has determined that the License Area is suitable for LICENSEE's Activities. LICENSEE accepts the License Area "AS IS" and CITY has no obligation to renovate or improve the buildings located upon the License Area.
2. **Control of License Area.** Nothing in this Agreement is intended or shall be deemed or construed to grant to or confer upon LICENSEE any rights whatsoever in the License Area, including, without limitation, rights in connection with the alteration, condemnation, or casualty loss thereof. Without limiting the generality of the foregoing, CITY has, and shall continue to have, ultimate and unfettered control over the License Area.
3. **Occupancy Interruptions.** If, irrespective of fault of CITY, the License Area or any part thereof is destroyed or damaged by fire or other cause, or if, irrespective of fault of CITY, any casualty or unforeseen occurrence, including but not limited to acts of God, war, or acts of governmental authorities, renders the License Area unusable or otherwise render this Agreement impossible of performance by CITY, or if the License Area is required for public necessity or emergency use, this Agreement shall be at once terminated. Any portion of the License Fee attributable to the unused portion of the License Period will, under such circumstances, be refunded to LICENSEE, whereupon CITY shall be relieved from any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against CITY by LICENSEE, and CITY shall not, in any such case, be held liable or responsible to LICENSEE for any damage caused by said termination.
4. **Personal Property.**
 - a. The parties acknowledge that LICENSEE will display, exhibit, and store various items of personal property at the License Area which are owned by LICENSEE (hereinafter "LICENSEE's Personal Property"), as well as display, exhibit, and store, on an occasional or rotating basis, items of personal property owned by third parties (hereinafter "Third Party Personal Property"), which shall collectively be referred to herein as "Personal Property."
 - b. Within thirty (30) days from the date of this Agreement, and within thirty (30) days of each anniversary date of this Agreement, LICENSEE shall provide CITY with an inventory of LICENSEE's Personal Property.
 - c. Within two (2) business days following placement within the License Area of any Third Party Personal Property, LICENSEE shall provide CITY with an inventory of all Third Party Personal Property within the License Area, including the name and address of the owner and the approximate value of all such Third Party Personal Property.
 - d. LICENSEE shall be responsible for all costs incurred for transporting any and all Personal Property to and from the License Area, as well as any costs of set up and removal of Personal Property.
 - e. There shall be no indicia of a commercial enterprise, such as "for sale" signs, displayed with the Personal Property.
5. **CITY's Responsibilities for the License Area, generally.**
 - a. CITY will pay for all utilities serving the License Area, including power, water, sewer, pest control, and waste pick-up. CITY does not warrant against interruption in or failure of such utility connections and service, and CITY shall not be liable to LICENSEE or others for any loss, damage, cost, or expense which may result or arise from any such interruption or failure.
 - b. CITY will provide insurance covering the License Area, including the buildings thereon and the Personal Property within the buildings.
 - c. CITY will maintain the lawn and landscaped areas upon the License Area, including lawn mowing and maintaining and keeping up the planted and landscaped areas.
 - d. CITY will clean the exterior of the buildings located upon the License Area.
6. **LICENSEE's Responsibilities for the License Area, generally.** LICENSEE shall do the following, at

its sole cost and expense:

- a. maintain the License Area in a good and safe condition;
- b. maintain the parking area in a clean, sightly, and serviceable condition, including removing debris therefrom;
- c. repair as necessary any damage to doors, windows, walls, ceilings, and floors for holes or marks resulting from decorations, signage, and displays installed by LICENSEE;
- d. promptly place all rubbish, trash, and debris in appropriate trash receptacles;
- e. provide cleaning or janitorial services as needed for the interior of all buildings at the License Area;
- f. provide that any equipment to be used by LICENSEE's participants is in good and safe condition;
- g. make suitable arrangements for the safe loading and unloading of LICENSEE's agents, employees, participants, and invitees;
- h. pay and be responsible for and all wages, necessary insurance, and benefits to any employees of LICENSEE hired to assist in the operation of LICENSEE's activities. Neither LICENSEE, nor those persons hired by LICENSEE, are employees of CITY, nor shall any such person have the rights privileges, or benefits as such;
- i. carry workers' compensation insurance if required by Florida Law for LICENSEE's Activities. LICENSEE shall hold CITY harmless from any claims by LICENSEE's employees for work-related injuries occurring on or about the License Area. LICENSEE must provide CITY with a copy of proof of workers' compensation insurance, or LICENSEE must provide CITY with a written statement that workers' compensation insurance is not required for LICENSEE's Activities;
- j. comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations, as may from time to time be amended, in connection with the LICENSEE's use of the License Area, including, but not limited to: the Florida Clean Indoor Air Act, the City of Okeechobee Code of Ordinances, CITY's General Rules and Regulations for use of CITY's facilities, and CITY's rules applicable to each facility;
- k. obtain and maintain all licenses and permits required by any federal, state, or local law to perform LICENSEE's Activities and provide copies of such licenses to CITY upon request;
- l. be responsible for the orderly conduct of all its agents, employees, participants, and invitees who may be upon the License Area during the License Period. CITY reserves the right to eject or cause to be ejected from the License Area any person or persons whose conduct is unlawful or otherwise objectionable;
- m. report loiterers not associated with LICENSEE or LICENSEE's Activities to the proper law enforcement authorities;
- n. have an appropriate number of adult chaperones for activities involving minors;
- o. be present at the License Area for the duration of LICENSEE's Activities and during meetings of any organization reserving use of the License Area, including preparation and clean-up; and
- p. keep this Agreement at the License Area at all times during the License Period, and present to CITY or to law enforcement or other authorities upon request.

7. CITY's Responsibilities at the Museum building.

- a. CITY shall pay for all repair and replacements of the structural portions of the Museum, including roof, truss system, exterior walls, exterior doors, and windows.
- b. CITY shall maintain all portions of the heating, ventilating and air conditioning ("HVAC") system serving the Museum.
- c. CITY shall maintain, repair, and replace, as necessary, all non-structural portions of the Museum, including but not limited to interior doors, the plumbing fixtures, the septic or sewer system, and the light fixtures.
- d. CITY shall be responsible for providing hurricane protection, m storm shutters or the equivalent thereof, for the Museum.
- e. LICENSEE agrees that CITY shall not be responsible or liable for any loss from theft, vandalism, or act of God, and all personalty present on the License Area, including, but not limited to the Personal Property, is at LICENSEE's sole risk.

8. LICENSEE's Responsibilities at the Museum building. LICENSEE shall do the following, at its sole cost and expense:

- a. repair and replace, as necessary, all non-structural portions of the building upon the License Area, including but not limited to the interior doors, the flooring, the plumbing, the cabinetry, and window treatments, but excluding the HVAC system.

9. Prohibited Uses and Actions.

- a. LICENSEE shall not make or permit any use of the License Area that would violate the rules and regulations of the License Area or any federal, state, or local law, statute, code, ordinance, rule, or regulation.
- b. LICENSEE shall not make or permit any use of the License Area, which would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county law, statute, code, ordinance, rule, or regulation; or (3) injurious to any person or property.
- c. LICENSEE shall not install any permanent fixtures or make any permanent alterations to the License Area without CITY's prior written consent.
- d. LICENSEE shall not suffer or permit any lien to be filed against the License Area. If any such lien is filed, LICENSEE shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.
- e. LICENSEE shall not permit the License Area to be occupied by a larger number of persons than can safely and freely move about therein, as determined in the sole discretion of CITY.
- f. LICENSEE shall not erect any signage without the prior written consent of CITY.
- g. LICENSEE shall not remove any equipment, supplies, or other personal property belonging to CITY.

10. **Nondiscrimination.** LICENSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for this Agreement, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in LICENSEE's activities, on the grounds of race, color, religion, sex, disability, age, or national origin.

11. Insurance and Indemnification.

- a. During the License Period, CITY will maintain, at CITY'S sole expense, a comprehensive general liability insurance policy, or such sufficient self-insurance to protect CITY and CITY's board, employees, and agents.
- b. LICENSEE must defend, indemnify, and hold harmless CITY and all of CITY's officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise by reason of LICENSEE's Activities, whether happening on or off the License Area, arising from acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, or invitees, for any damage, claim or injury (including death) to persons or property. LICENSEE recognizes the broad nature of this indemnification and hold harmless provision, as well as the provision of a legal defense to CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements of this Agreement shall not relieve LICENSEE of its liability and obligation to defend, indemnify, and hold harmless CITY as set forth in this paragraph. Such indemnification shall be in addition to any and all other legal remedies available to CITY and shall not be considered to be CITY's exclusive remedy.
- c. LICENSEE shall not permit the License Area to be contaminated with any environmental hazard. LICENSEE shall indemnify, protect, and hold CITY harmless from any environmental damage, and if such environmental damage, resulting from LICENSEE's Activities or use of the License Area, is discovered, LICENSEE shall promptly undertake and pursue diligently appropriate steps to repair the damage and shall notify CITY of such environmental damage within twenty-four (24) hours after LICENSEE's discovery of such environmental damage.
- d. In the event that any claim in writing is asserted by a third party which may entitle CITY to indemnification, CITY shall give notice thereof to LICENSEE which notice shall be accompanied by a copy of statement of the claim. Following the notice, LICENSEE shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If LICENSEE shall fail timely to defend, contest or

otherwise protect against any suit, action or other proceeding arising from such claim, or in the event CITY decides to participate in the proceeding or defense, CITY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to LICENSEE, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

e. The indemnification provisions of this paragraph shall survive the termination of this Agreement.

12. **Sovereign Immunity.** Nothing herein shall be construed to extend CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by CITY to be sued by a third party in any matter arising out of this Agreement.

13. **Sub-Agreement and Assignment Prohibited.** LICENSEE shall not enter into any sub-agreement or assignment of this Agreement, or otherwise pledge, encumber, or transfer any interest in this Agreement, either voluntarily, involuntarily, or by operation of law.

14. **Events of Default by Licensee; City Remedies.**

- a. The occurrence of any of the following shall constitute an event of default under this Agreement:
 - i. LICENSEE fails to perform or breaches any term, covenant, or provision of this Agreement;
 - ii. LICENSEE fails to have this Agreement present at the License Area, as required by this Agreement;
 - iii. LICENSEE fails to maintain its status as an active not-for-profit corporation with the Florida Department of State; or
 - iv. A major portion of LICENSEE's Personal Property usually kept on the License Area is removed by LICENSEE voluntarily or under legal or administrative process.
- b. In the event of any default of this Agreement by LICENSEE, CITY shall have the right to immediate termination of this Agreement, whereupon LICENSEE's use of the License Area shall be subject to immediate shutdown by the City of Okeechobee City Council or the Okeechobee Police Department, in addition to or in place of any and all remedies otherwise provided by Florida law.
- c. LICENSEE agrees that no assent, express or implied, by CITY to any breach of this Agreement by LICENSEE shall be deemed to be a waiver of any succeeding breach by LICENSEE.
- d. LICENSEE's default of this Agreement may result in denial of future use of any CITY facility by LICENSEE.

15. **Surrender; Removal of Property.** Upon the expiration or earlier termination of this Agreement or one of the renewal terms hereof, LICENSEE shall peaceably surrender to CITY possession of the License Area, in good condition and repair as when received, and LICENSEE shall remove all Personal Property from the License Area, including all Third-Party Personal Property. If LICENSEE fails to remove any Personal Property within thirty (30) days, such Personal Property shall be deemed abandoned, and CITY may remove and store same at LICENSEE's expense, or, at CITY's sole option, upon not less than thirty (30) days written notice to LICENSEE at the address shown in this Agreement, the Personal Property will become the property of CITY, and may be stored or used by CITY, or disposed of as surplus, in the manner CITY disposes of surplus personal property. In the event that any portion of the Personal Property is sold, LICENSEE shall not be entitled to any of the proceeds of such sale.

16. **Miscellaneous Provisions.**

- a. **Successors Bound.** All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.
- b. **Construction.** The headings or captions in this Agreement are for convenience only and are not a part hereof.
- c. **Judicial Interpretation.** If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly

construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- d. **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties shall be effective for any purpose. LICENSEE acknowledges that any representations, statements, or negotiations made by CITY or by any of the City's staff, employees, counsel, or any other agent, do not suffice to legally bind CITY, unless such representations have been reduced to writing and fully executed by all of the parties.
- f. **Written Modifications.** No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.
- g. **Venue; Law.** Venue for all court proceedings to enforce or interpret this Agreement shall be in Okeechobee County, Florida, and such proceedings shall be governed by the laws of the State of Florida.
- h. **Time is of the Essence.** The parties agree that time is of the essence in performance of this Agreement.
- i. **Relationship of Parties.** LICENSEE shall never become the agent of CITY, and CITY shall not be responsible for the acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, and invitees.
- j. **Attorneys' Fees and Waiver of Jury Trial.** In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party, at the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- k. **Material Breach.** The failure of LICENSEE to comply with any terms or conditions of this Agreement shall be considered a material breach of this Agreement.
- l. **Cross Default.** A default under the Agreement will operate as a default of any pre-existing or subsequent Agreement between CITY and LICENSEE.
- m. **Survival.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- n. **Non-assignability.** This Agreement shall not be assignable by LICENSEE unless such assignment is first approved in writing by CITY.

EXHIBIT "B" - VENUE LICENSE AGREEMENT

**VENUE LICENSE AGREEMENT
– OKEECHOBEE HISTORICAL SOCIETY –**

This Venue License Agreement ("**Agreement**") is entered into by and between **Okeechobee Historical Society, Inc.**, a Florida not-for-profit corporation (the "**Licensor**") and the undersigned person or persons (the "**Licensee**"). In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. License of Venue. Subject to the terms and conditions of this Agreement, Licensor agrees to grant to Licensee a license to the event area located at 1003 SW 3rd Avenue, Okeechobee, FL 34974 (the "**Venue**") during the following date and times (the "**Event Period**")

	<u>Date</u>	<u>Time</u>
Initial Access to the Venue for Setup	_____	_____
Rehearsal – Start	_____	_____
Rehearsal – End	_____	_____
Start of Event	_____	_____
End of Event	_____	_____
Deadline for Cleanup and Equipment Removal	_____	_____

and for the following purpose:

_____.

2. Venue Rental Pricing. In consideration for its use of the Venue during the Event Period, Licensee shall donate the sum of _____ (the "**Donation**") to Licensor. The Donation sum will be due to Licensor no later than four (4) months prior to the Event Period. The Donation is due regardless of cancellation by the Licensee. Any events booked within fewer than four months of the Event Period will be paid in full the time of booking.

3. Return of Venue Premises. Licensee agrees to clean out all personal items and return the Venue to Licensor in the same condition as it was found at the start of the Event Period. All trash, food supplies, decorations and any other materials brought into the Venue by Licensee or its guests, agents, vendors or employees must be removed by the date and time identified above as "Deadline for Cleanup and Equipment Removal." Guests are permitted to leave vehicles overnight if they are unable to drive themselves in a safe manner but must be removed by the date and time identified above as "Deadline for Cleanup and Equipment Removal." Any guest vehicles left at the Venue shall be at the guests' own risk.

4. Prohibited Substances. Licensee is not permitted to use fireworks, sparklers, or an open flame at the Venue or on the surrounding property without the written permission of the Licensor. In addition, alcoholic beverages are prohibited. Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the Venue by Licensee or by any of Licensee's guests.

5. Damage to Venue and Surrounding Property. Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee's guests, agents, vendors or employees. Licensor shall inspect the Venue after end of the Event Period to determine whether any damage was sustained to the Venue or surrounding property. Licensor shall notify Licensee of any damage resulting from Licensee's use and occupancy of the property. Licensor may repair and remedy and damage at Licensee's expense.

6. Unavailability of Venue. Should the Venue become unavailable for all or a portion of the Event Period due to damage by fire, flood or other cause or Act of God, or should Licensor be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensor's reasonable control, then this Agreement shall terminate and Licensor shall be liable only for the fees paid by Licensee up to the time of such termination. For the avoidance of doubt, this Section 8 shall survive the termination of this Agreement.

7. Limitation of Liability. Licensee acknowledges and agrees that LICENSOR IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE), REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHERWISE.

Further, Licensee acknowledges and agrees that IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT OF THE DONATION.

For any and all claims arising out of or related to this Agreement, Licensee shall seek recovery only against Licensor and not against any individual associated with Licensor or the owner of the real property where the Event Period is being licensed. For the avoidance of doubt, this Section 9 shall survive the termination of this Agreement.

10. Venue Condition. Licensee acknowledges that he/she has been offered the opportunity to inspect the Venue and accepts the Venue in its current condition.

11. Liability Insurance. Licensee is required to carry liability insurance, satisfactory to Licensor, and such policy shall be for no less than \$1,000,000.00 and shall cover the Event Period. The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensor's approval. The required insurance policy evidencing such insurance shall name both Licensor and the City of Okeechobee, Florida as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Licensor. Proof of each such policy or a certificate thereof, shall be provided to the Licensor by Licensee at least thirty (30) days prior to the date identified above as "Initial Access to the Venue for Setup." If Licensee fails to perform any of its obligations under this section, Licensor may terminate this Agreement

12. Waiver of Right to Recover. Notwithstanding any provision of this Agreement to the contrary, if Licensee suffers a loss or damages, and if typically such loss or damages would be covered under any policy of insurance that Licensee is required to maintain pursuant to this Agreement, then Licensee hereby releases Licensor to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the Licensor, its agents, officers or employees and/or notwithstanding that Licensee has failed to maintain the insurance policy required to be maintained by it under this Agreement. The foregoing release shall be effective only so long as it is possible to obtain the insurance policies required to be maintained pursuant to this Agreement with provisions in such policies to the effect that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder. Licensee hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify Licensor in writing if such clause cannot be included in any such policy.

13. Indemnification. Licensee agrees to indemnify and hold Licensor and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Licensor from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees. Licensee further agrees to indemnify and hold the City

of Okeechobee, Florida and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by the City of Okeechobee, Florida from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees.

14. Destruction of Licensee's Property. The Licensor shall not be held responsible for any loss or damage, including damage to Licensee's personal property nor the personal property of Licensee's guests, agents, vendors or employees.

15. Contract Approval. Upon receipt of the Donation and this Agreement executed by Licensee, Licensor shall review the proposed Agreement and issue an approval or denial of this Agreement within three (3) business days. Licensee agrees and acknowledges that this Agreement may be approved or denied at the sole discretion of the Licensor. If the proposed Agreement is denied by the Licensor, Licensor shall return the Donation to Licensee within three (3) business days of the decision.

16. Permits and Licenses. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue during the Event Period. Licensor shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server organization must also carry its own \$1,000,000.00 liability insurance policy or be insured by the caterer.

17. Removal from Venue. Licensee is responsible for the acts of his/her guests, agents, vendors and employees. Licensor reserves the right to remove any person from the Venue that Licensor believes is disrupting, obstructing, or damaging the Venue or surrounding property.

18. Governing Law; Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would require or permit the application of laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder must be instituted exclusively in the courts of Okeechobee County, Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or *forum non conveniens*.

19. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. If and when included within the term "Licensee," as used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Assignment. Licensee may not assign any of its obligations hereunder without the prior written consent of the Licensor.

23. Non-endorsement by Licensor and City. LICENSEE hereby acknowledges that LICENSOR's execution of this Agreement does not constitute and endorsement by LICENSOR or the City of Okeechobee of the LICENCEE's policies, views, or beliefs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LINCESEE:

(Print Legal Name)

By: _____
(Signature of Authorized Signer)

Its: _____
(Printed Name of Authorized Signer)

Dated: _____

OKEECHOBEE HISTORICAL SOCIETY, INC:

By: _____
(Signature of Authorized Signer)

Its: _____
(Printed Name of Authorized Signer)

Dated: _____

VI. PUBLIC HEARING CONTINUED

- B. Continued: thereby, we support advertising the Charter revisions with the same language currently in your agenda as a single ballot item (Exhibit 2). I regret I am unable to attend in person this evening but want to be sure that the community support for your previous action on this item is known, recognized, and documented for the record as you continue your efforts to improve our City and modernize the Charter. Thank You for your continued service to our community."

Council Member Chandler made a motion to amend proposed Ordinance No. 1253 to separate the issue of the position of City Clerk changing to an appointed position from the other items listed in the charter. Motion to amend failed due to the lack of a second.

Motion and second by Council Members Clark and Jarriel to amend proposed Ordinance No. 1253 to correct errors in Article 5 paragraphs b, d, and g removing any reference that the City Clerk position is elected; and in the first "Whereas" paragraph, correct to read appointed residents, not City residents. Motion to Amend Carried Unanimously. Vote on Motion as Amended Carried three to two, Mayor Watford and Council Member Chandler voting no.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:33 P.M.

VII. NEW BUSINESS

- A. Motion and second by Council Members Jarriel and Chandler to review and approve the Fiscal Year (FY) 2020-21 Audited Financials prepared by Carr, Riggs and Ingram [as presented in Exhibit 3]. Motion Carried Unanimously.

- B. Motion and second by Council Members Jarriel and Keefe to read by title only, proposed Ordinance No. 1254 regarding Land Development Regulation (LDR) Text Amendment Application No. 22-001-TA for home-based businesses [as presented in Exhibit 4]. Motion Carried Unanimously.

Attorney Hyden read proposed Ordinance No. 1254 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING SECTION 90-633, HOME OCCUPATION WITHIN CHAPTER 90, LDR'S OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1254 and set July 5, 2022, as the final hearing date. Motion Carried Unanimously.

- C. Motion and second by Council Members Keefe and Jarriel to read by title only, proposed Ordinance No. 1258, extending the sunset date one year for Ordinance No. 1224, adopting the Holding Property Rezoning Program [as presented in Exhibit 5]. Motion Carried Unanimously.

Attorney Hyden read proposed Ordinance No. 1258 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; EXTENDING THE HOLDING REZONING PROGRAM CREATED BY ORDINANCE 1224; PROVIDING FOR A ONE (1) YEAR SUNSET CLAUSE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1258 and set July 5, 2022, as the final hearing date. Motion Carried Unanimously.

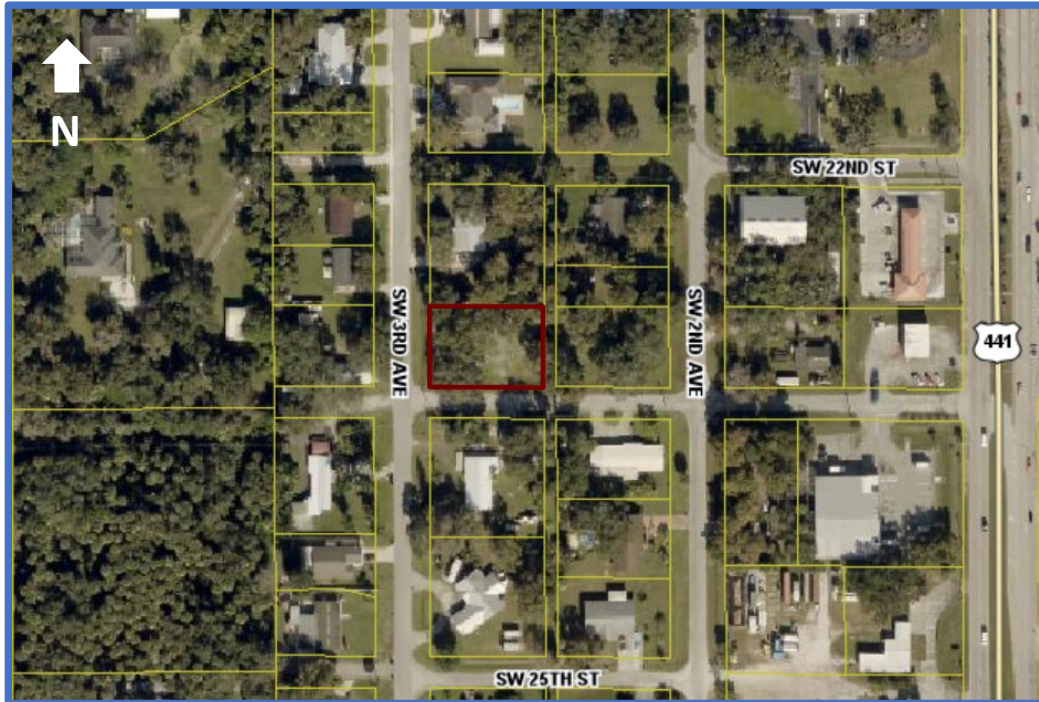
- D. Motion and second by Council Members Jarriel and Chandler to approve a budget amendment in the amount of \$9,379.62, not to exceed \$10,000.00, to rewire the Council Chambers [as presented in Exhibit 6]. Motion Carried Unanimously.

- E. Discussed local and state regulations for the use of fireworks. Per the discussion and, at the recommendation of Attorney Hyden, Mayor Watford stated that it was the consensus of the Council that the Code of Ordinances be amended with Police Staff input.

- F. Motion and second by Council Members Clark and Keefe to approve a Facility Use License Agreement with the Okeechobee Historical Society, Inc., regarding use of the Primitive Baptist Church property [as presented in Exhibit 8, located at 1003 Southwest (SW) 3rd Avenue, Legal Description: Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County Public Records]. Motion Carried Unanimously.

22-006-R

Rezoning Request Staff Report



Applicant | City of Okeechobee

Address | Corner of SW 3rd Ave. & SW 23rd Street



Prepared for The City of Okeechobee

General Information

Owner: City of Okeechobee
Applicant: City of Okeechobee
Primary Contact: Gary Ritter, Patty Burnette
Site Address: Corner of SW 3rd Ave. & SW 23rd Street
Parcel Identification: 3-28-37-35-0060-00050-0060

Legal Description

ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5.

Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Public Facilities	Single-Family Residential
Zoning	Public Use	Residential Single Family-One
Use of Property	Vacant	Residential
Acreage	0.325	0.325

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

	Future Land Use	Zoning	Existing Use
North	Single Family Residential	RSF-1	Residential
East	Single Family Residential	RSF-1	Residential
South	N/A	N/A	Residential
West	Single Family Residential	RSF-1	Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is a city-initiated rezoning application to change the zoning designation of the 0.325-acre vacant parcel from Public Use to Residential Single Family-One (RSF-1). The City has also submitted a concurrent Future Land Use Map amendment to change the future land use designation from Public Facilities to Single-Family Residential. The property previously contained the City water tower and has since been used as a public works storage yard. As the site is no longer being utilized by the City and has been cleaned up, the City intends to list this property for sale and is undertaking these actions prior to listing. The property is located on the southern boundary of the City limit, with unincorporated Okeechobee County to the south.

Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards.

- 1) *The request is not contrary to comprehensive plan requirements*

Staff Response: The City of Okeechobee is submitting this request concurrent with a Future Land Use Map Amendment Application to designate the property as Single-Family Residential. Per Policy 2.1(a) of the City of Okeechobee Comprehensive Plan, RSF-1 is an appropriate district within the proposed Future Land Use.

- 2) *The use is specifically authorized under the zoning district regulations applied for.*

Staff Response: The City of Okeechobee is rezoning the property with the intent to sell. The purchaser of the property will be permitted to develop according to the zoning district regulations associated with the RSF-1 district.

- 3) *Approval of the request will not have an adverse effect on the public interest*

Staff Response: The proposed rezoning is most likely to result in development of a single-family residence, which is consistent with the surrounding neighborhood and will have a positive effect on the community in provision of housing, which is in demand.

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

Staff Response: Low density residential development is compatible with the neighborhood and consistent with the surrounding land use patterns.

- 5) *Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties*

Staff Response: The rezoning from Public Use to RSF-1 will not adversely affect property values or living conditions and will likely encourage the improvement or development of adjacent properties.

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

Staff Response: There is no specific use proposed for the subject property at this time, though development of the property is unlikely to create any nuisances or hazards. Regardless, any buffering requirements of the Land Development Code will be applied to future development.

- 7) *Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services*

Staff Response: The subject property is 0.325 acres and has a likely realistic development potential of one (1) single family residence, which will not have a significant impact on public facilities.

- 8) *Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety*

Staff Response: Drainage of the site is likely to be improved through standards enforced at time of development. Public safety and traffic congestion should not be affected.

- 9) *The use has not been inordinately burdened by unnecessary restrictions*

Staff Response: The proposed rezoning from Public Use to RSF-1 would remove any restrictions that prohibit residential development on the subject property.

Recommendation

The subject property is currently zoned Public Use and is vacant, which does not support residential single-family development that is consistent with surrounding development pattern. Staff finds that the City's goal of selling this property is furthered by the requested rezoning which increases the attractiveness and value to potential buyers. Pending approval of the concurrent Future Land Use Map Amendment, the RSF-1 zoning district will be consistent with the Comprehensive Plan. We recommend approval of this rezoning.

Submitted by:



Ben Smith, AICP

Director of Planning

September 6, 2022

Okeechobee Planning Board Hearing September 15, 2022

Supplemental Exhibits

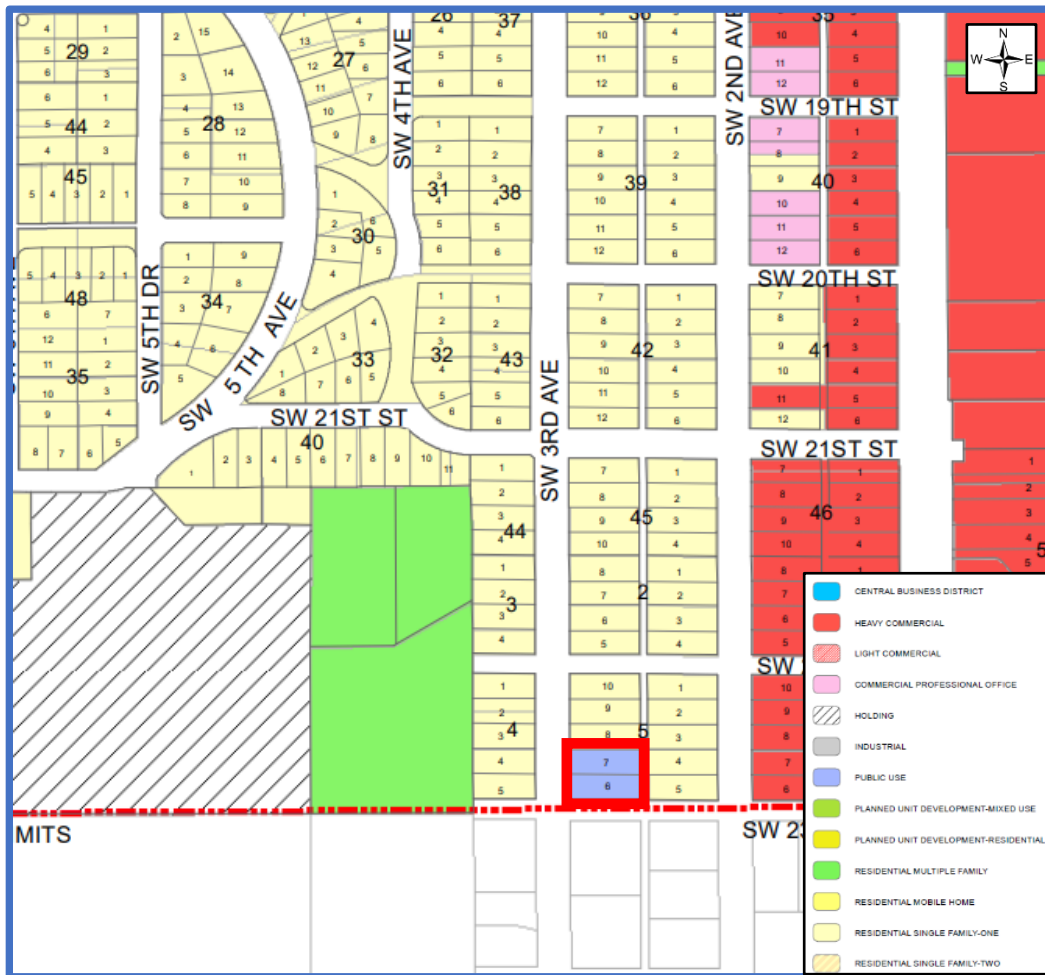


Exhibit A: Existing Zoning Map

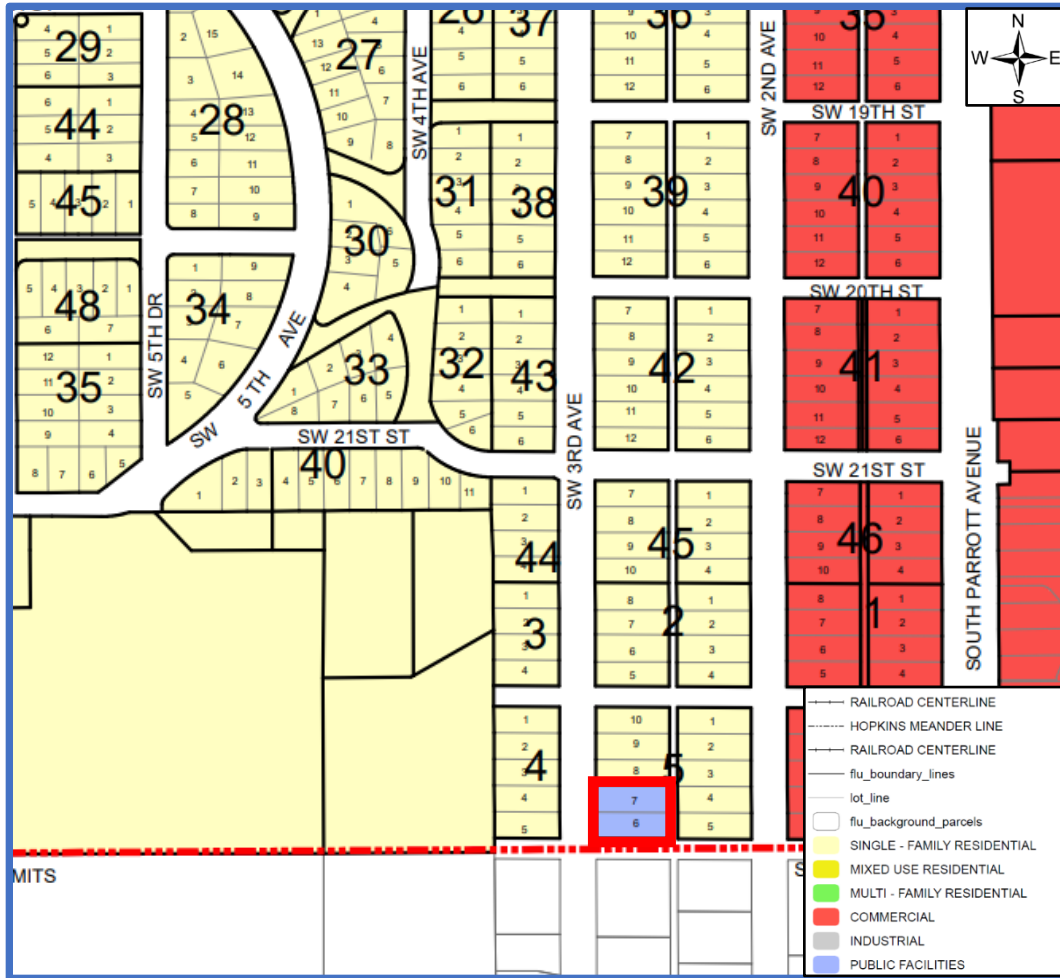


Exhibit B: Existing Future Land Use Map

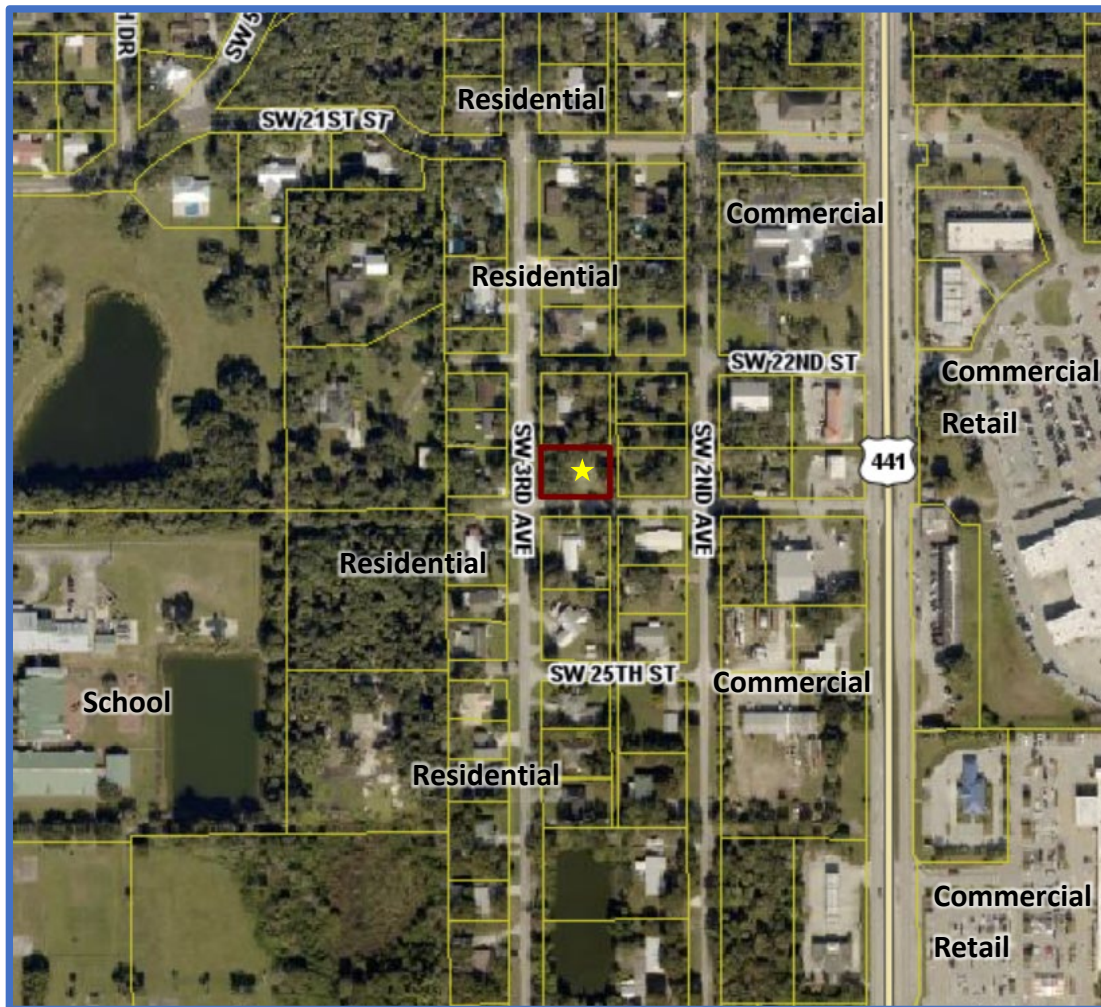



Exhibit C: Existing Land Uses

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>7-29-22</u>	Petition No. <u>22-006-R</u>
		Fee Paid: <u>N/A</u>	Jurisdiction: <u>PB+CC</u>
		1 st Hearing: <u>9-15-22</u>	2 nd Hearing: <u>10-4-22 & 11-1-22</u>
		Publication Dates:	
		Notices Mailed: <u>8/31</u>	
Rezone, Special Exception and Variance APPLICANT INFORMATION			
1	Name of property owner(s): <u>City of Okeechobee</u>		
2	Owner mailing address: <u>55 SE 3rd Avenue</u>		
3	Name of applicant(s) if other than owner <u>SAME</u>		
4	Applicant mailing address:		
	E-mail address: <u>gritter@cityofokeechobee.com or pburnette@cityofokeechobee.com</u>		
5	Name of contact person (state relationship): <u>Gary Ritter (City Administrator)</u>		
6	Contact person daytime phone(s): <u>Patty Burnette (General Services Coordinator)</u> <u>863-763-9820</u>		
PROPERTY INFORMATION			
7	Property address/directions to property: <u>Corner of SW 3rd Avenue and SW 23rd Street</u>		
8	Describe current use of property: <u>vacant - going to be listed for sale</u>		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) <u>vacant</u>		
	Source of potable water: <u>DUA</u> Method of sewage disposal: <u>DUA</u>		
10	Approx. acreage: <u>.325</u> Is property in a platted subdivision? <u>Yes</u>		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: <u>No</u>		
12	Is a pending sale of the property subject to this application being granted? <u>No</u>		
13	Describe uses on adjoining property to the North: North: <u>Residence</u> East: <u>Vacant</u> South: <u>County - Residence</u> West: <u>Residence</u>		
14	Existing zoning: <u>Public Use</u> Future Land Use classification: <u>Public Facilities</u>		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? () No () Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (X) Rezone () Special Exception () Variance		
17	Parcel Identification Number: <u>3-28-37-35 -0060-00050 -0060</u>		

REQUIRED ATTACHMENTS	
18	Applicant's statement of interest in property: <i>owner</i>
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
20	Last recorded warranty deed:
21	Notarized letter of consent from property owner (if applicant is different from property owner)
22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

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

Signature  Printed Name Gary Ritter - City Administrator Date 8/4/2022

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

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: <u>PUB</u> Requested zoning classification <u>RSP1</u>
B	Describe the desired permitted use and intended nature of activities and development of the property? <u>To rezone as lot is going to be listed for sale.</u>
C	Is a Special Exception necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

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

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

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

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

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

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

THIS DEED, Made the 5th day of December A. D. 1925, by
 H. H. DeYarman, and wife, Kathleen DeYarman
 of the County of Okeechobee, State of Florida, hereinafter called the grantors, to
 City of Okeechobee
 of the County of Okeechobee, State of Florida, hereinafter called the grantee.

WITNESSETH, That the said grantor S., in consideration of
 Two Thousand Five Hundred & No/100 ----- Dollars,
 the receipt whereof is hereby acknowledged, do give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto
 the said grantee, and its heirs and assigns in fee simple, the lands situate in Okeechobee
 County, State of Florida, described as follows:

Lots Six and Seven (6 & 7) in Block Five (5) Royal Oak Addition
 to Okeechobee, Florida, according to the plat on record in the
 Office of the Clerk of the Circuit Court, Okeechobee County, Florida

(\$2.50 Revenue Stamps cancelled.)

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantee, and
 its heirs and assigns in fee simple.
 AND the said grantor S., for themselves and their heirs and legal representatives, covenant
 with said grantee, its heirs, legal representatives and assigns: That said grantor S. are indefeasibly
 seized of said land in fee simple; that said grantor S. have full power and lawful right to convey said lands in fee simple,
 as aforesaid; that it shall be lawful for said grantee, its heirs, legal representatives and assigns, at all times peaceably
 and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said grantor S.,
 their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said
 grantee, its heirs, legal representatives and assigns, as may reasonably be required; and that said grantor S., do
 hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hand S. and seal S. of said grantors S., the day and year first above written.

Signed Sealed and Delivered in the Presence of

O. O. Davis

H. H. DeYarman (Seal.)

Ruth B. Owens

Mrs. Kathleen DeYarman (Seal.)

STATE OF FLORIDA,

County of Okeechobee

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and
 take acknowledgments, H. H. DeYarman and wife, Kathleen DeYarman

to me well known and known to me to be the individual S. described in and who executed the foregoing deed, and they
 acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Kathleen DeYarman
 known to me to be the wife of the said H. H. DeYarman
 on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowl-
 edge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and
 interest, whether of dower, homestead or of separate property, situtory or equitable, in and to the lands described therein, and that
 she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said
 husband.

WITNESS my hand and official seal, at Okeechobee County of Okeechobee, and
 State of Florida, this 5th day of December A. D. 1925

(Notary seal)

Ruth B. Owens

My commission expires July 16, 1929.

STATE OF FLORIDA,

County of Okeechobee.

On this 24 day of Dec. A. D. 1925, at o'clock M., this
 instrument was filed for record, and being duly acknowledged and proved, I have recorded the same on pages 255 of
 Deed Book 10, in the public records of Okeechobee County.

NOTARY PUBLIC

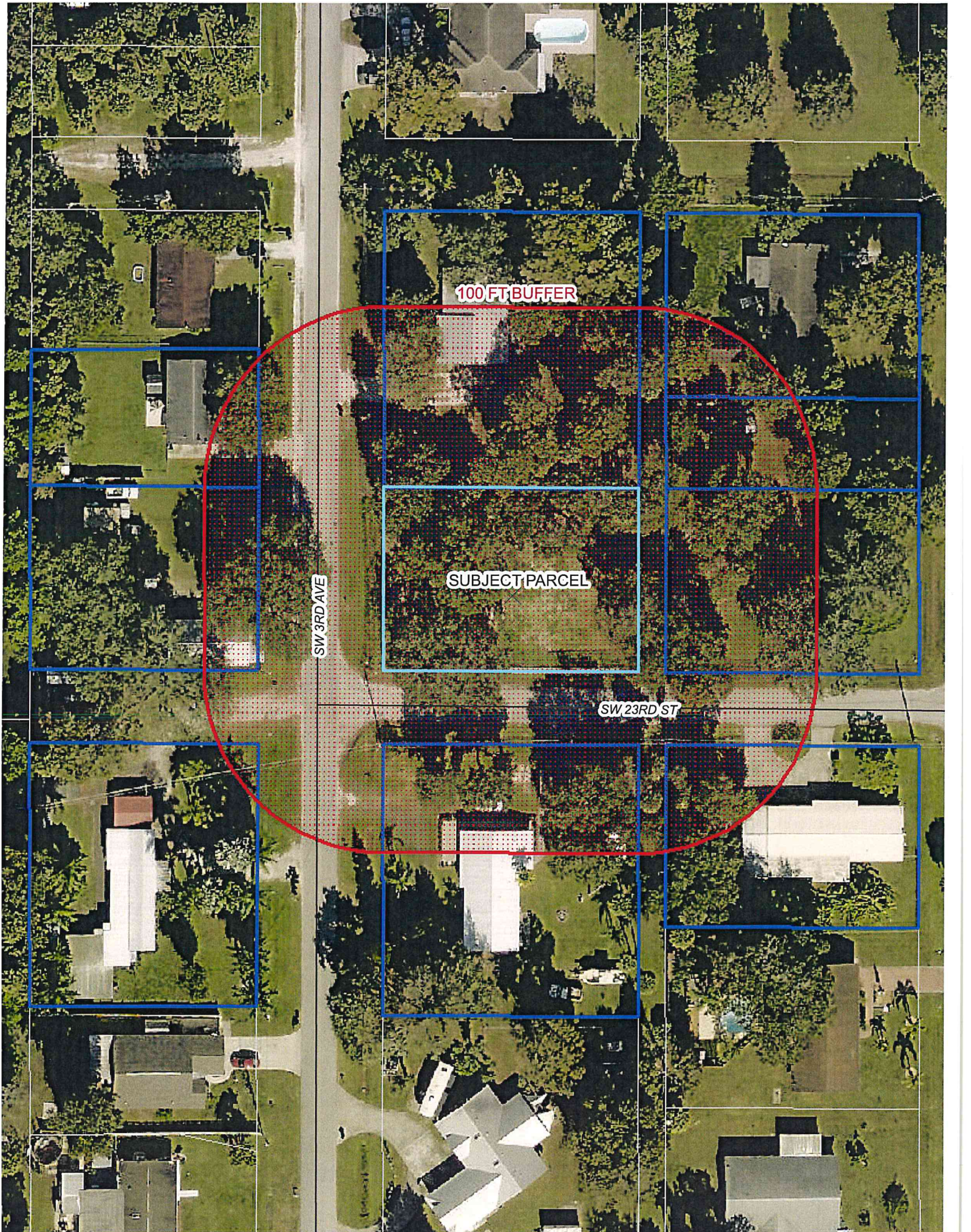
Clerk

FLA

22-006-R

AUG 6 1 2022

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
1-28-37-35-0030-00010-0070	JUDY DIANNA L	2305 SW 2ND AVENUE		OKEECHOBEE	FL	34974-1381
1-28-37-35-0030-00020-0010	CHOQUETTE JAMES W	201 SW 23RD STREET		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0030	FINNEY THOMAS A	2304 SW 2ND AVE		OKEECHOBEE	FL	34974-5860
1-28-37-35-0030-00020-0050	ROBERSON GEORGE	275 SW 25TH ST		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0070	SZENTMARTONI JOSEPH	2301 SW 3RD AVE		OKEECHOBEE	FL	34974-5806
1-28-37-35-0030-00020-0100	SMITH LAWRENCE W II	2405 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0010	ARRIAGA FERMIN	2302 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0040	WOODHAM LISA ROBIN	2306 SW 3RD AVENUE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-004A	ROWE KATHY ANN	2304 SW 3RD AVE		OKEECHOBEE	FL	34974-5805
1-28-37-35-0A00-00049-A000	WILLIAMS ROBERT W	424 SW 25TH LN		OKEECHOBEE	FL	34974-5818
2-28-37-35-0A00-00014-A000	DOWNING SEAN	405 SW 22ND STREET		OKEECHOBEE	FL	34974
3-28-37-35-0050-00460-0010	CENTERSTATE BANKS INC	ATTN: CORPORATE REAL ESTATE	PO BOX 1287	ORANGEBURG	SC	29116
3-28-37-35-0060-00020-0010	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0030	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34972
3-28-37-35-0060-00020-0050	RADFORD WAYNE E JR	2115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0070	LEACH THOMAS S	2113 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00030-0010	LAMUNION THOMAS	2110 SW 3RD AVE		OKEECHOBEE	FL	34974-6155
3-28-37-35-0060-00030-0040	VALDES JAHAZIEL	3918 CHICKASHA RD		LANTANA	FL	33462-2208
3-28-37-35-0060-00040-0010	FLECHA SAMANTHA	2200 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0030	CAULEY LEANNE LAURA	2204 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0040	MOORE CLAYTON D	2212 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00050-0010	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0030	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0040	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0080	ENGLEHART JOHN P	2205 SW 3 AVE		OKEECHOBEE	FL	34974-5804
3-28-37-35-0060-00060-0060	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00060-0080	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974



100 FT BUFFER

SUBJECT PARCEL

SW 3RD AVE

SW 23RD ST

Petition No. 22-006-R

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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of July 29, 2022, and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 4th day of

August, 2022.

[Signature]
Signature of Applicant

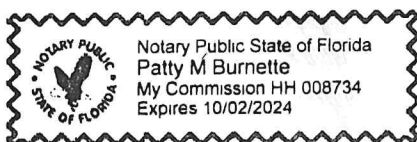
8/4/2022
Date

Gary Ritter - City Administrator
Name of Applicant (printed or typed)

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 20 22, by Gary Ritter, who is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2022 Preliminary Certified

updated: 7/28/2022

Parcel: << **3-28-37-35-0060-00050-0060 (35991)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	CITY OF OKEECHOBEE 55 SE 3RD AVENUE OKEECHOBEE, FL 34974-2903		
Site	SW 3RD AVE OKEECHOBEE		
Description*	ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5		
Area	0.325 AC	S/T/R	28-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

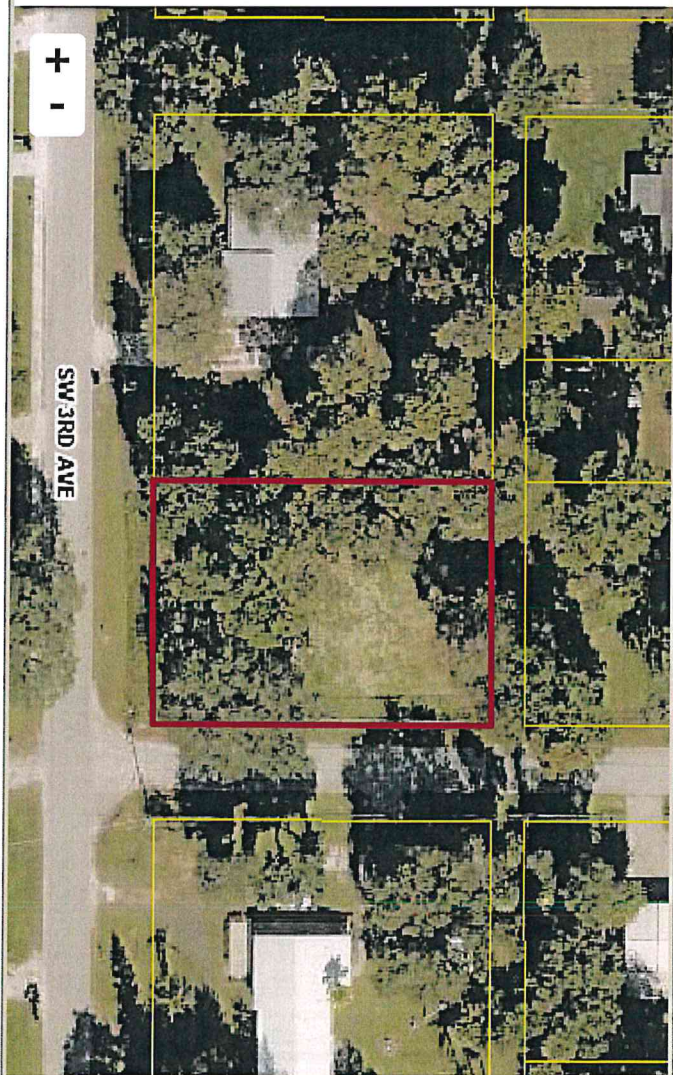
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

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

Property & Assessment Values

2021 Certified Values		2022 Preliminary Certified	
Mkt Land	\$18,130	Mkt Land	\$22,050
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$6,345	XFOB	\$8,249
Just	\$24,475	Just	\$30,299
Class	\$0	Class	\$0
Appraised	\$24,475	Appraised	\$30,299
SOH/10% Cap [?]	\$2,404	SOH/10% Cap [?]	\$6,021
Assessed	\$24,475	Assessed	\$30,299
Exempt	04 \$22,071	Exempt	04 \$24,278
Total	county:\$0	Total	county:\$0
Taxable	city:\$0	Taxable	city:\$0
	other:\$0		other:\$0
	school:\$0		school:\$0

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

☒ 2022 ☐ 2021 ☐ 2020 ☐ 2019 ☐ 2018 ☐ Sales
**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
NONE						

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
FENC C	8'C/L 3BRB	1991	\$8,249	470.00	0 x 0	PD (75%)

▼ Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
161CI0	CITY LT (MKT)	100.000 FF (0.325 AC)	1.0000/.9800 1.0000/ /	\$221 /FF	\$22,050

Z - PUB
FLU - PF

Exhibit 10
6/7/2022



**CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974**

Phone: (863)763-3372

www.cityofokeechobee.com

Office of the City Administrator

Direct Line: 863-763-9812

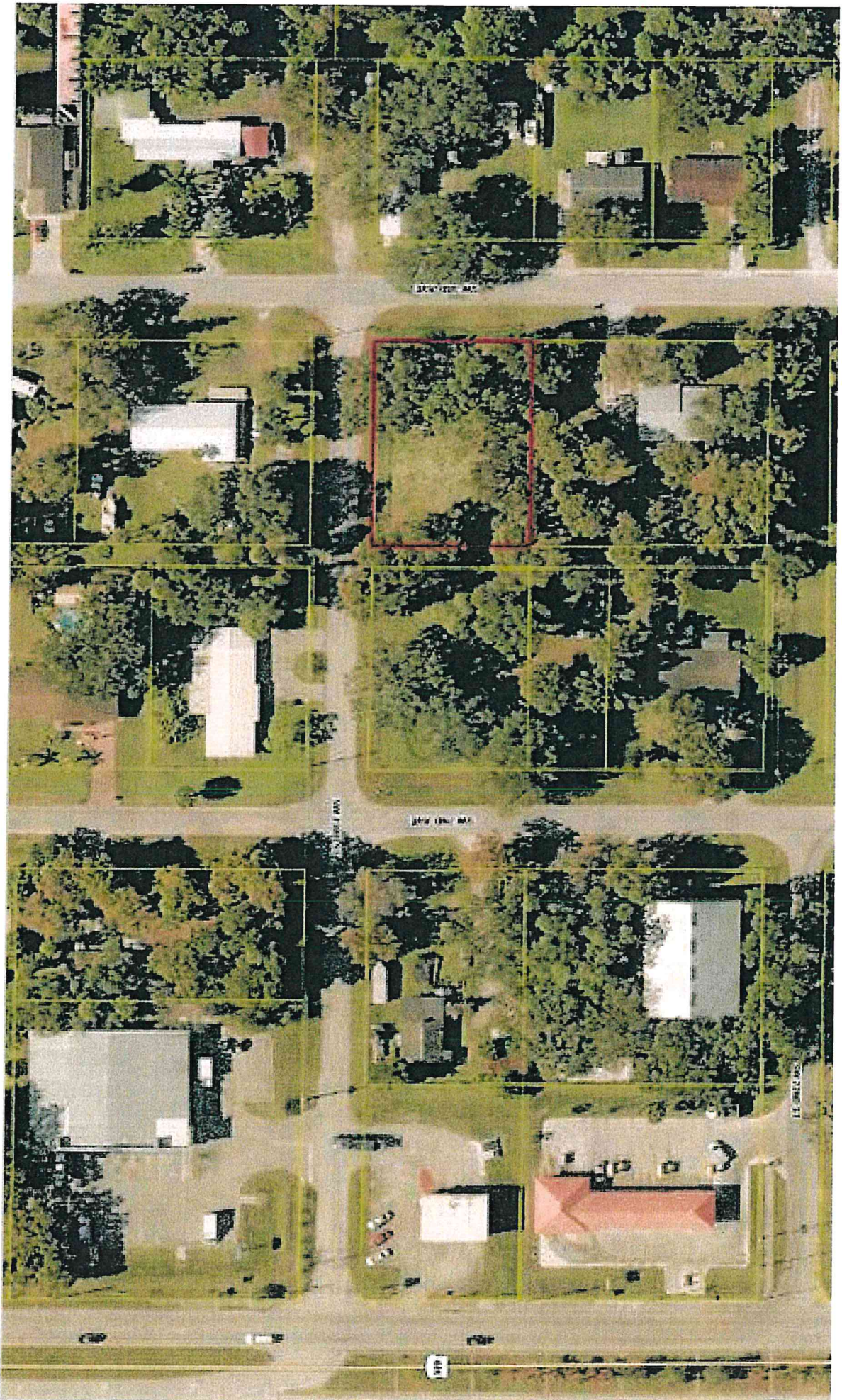
Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Noel Chandler
Monica Clark
Bob Jarriel
Bobby Keefe

Memorandum

Date: June 1, 2022
To: Mayor Watford and City Council Members
From: City Administrator Gary Ritter
RE: City Parcel

The City owned parcel on SW 3rd Avenue and SW 23rd Street was at one time where the City's water tower was located. Some time ago the water tower was removed, and the parcel became a storage yard for the public works department. The parcel is located in a residential neighborhood, so the public works department has moved all materials to the public works yard, removed the perimeter fence and cleaned up all remaining debris from the site. Staff is recommending that the Council consider converting the parcel into a public green space or selling it.

To put up for sale
5-0



Patty Burnette

From: Jamie Mullis <jmullis@ouafl.com>
Sent: Monday, August 1, 2022 9:35 AM
To: Gary Ritter
Cc: Robin Brock; Patty Burnette; John Hayford
Subject: Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974-4221
Phone: 863-763-9460 EXT. 111
Fax: 863-763-9036
E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

Under Florida law, e-mails and email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gary Ritter <gritter@cityofokeechobee.com>
Sent: Friday, July 29, 2022 4:42 PM
To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>
Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>
Subject: City Lot Questions

John,

Do these lots have water and sewer or just water?

22-007-R

Rezoning Staff Report



Applicant | City of Okeechobee
Address | 1003 SW 3rd Avenue



Prepared for The City of Okeechobee

General Information

Owner: City of Okeechobee
Applicant: City of Okeechobee
Primary Contact: Gary Ritter, Patty Burnette
Site Address: 1003 SW 3rd Avenue
Parcel Identification: 3-21-37-35-0040-00080-0090

Legal Description

LOTS 9,10, 11, AND 12 OF Block 8, SOUTH OKEECHOBEE SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 12 AND PLAT BOOK 5, PAGE 7, OKEECHOBEE COUNTY PUBLIC RECORDS.

Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Single-Family Residential	Public Facilities
Zoning	RSF-1	PUB
Use of Property	Church	Museum
Acreage	.651	.651

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

	Future Land Use	Zoning	Existing Use
North	Single-Family Residential	RSF-1	Residential
East	Single-Family Residential/ Commercial	RSF-1/ Commercial Professional Office	Residential
South	Single-Family Residential, Multi-Family Residential	RSF-1, RMF	Church, Residential
West	Single-Family Residential	RSF-1	Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is an administratively initiated Rezoning Application, to change the zoning designation of the subject parcel from Residential Single Family-One to Public Use. Concurrent with this rezoning application, a future land use map amendment has been submitted to change the future land use designation of the subject parcel from Single-Family Residential to Public Facilities. The 0.651-acre parcel is the site of the Okeechobee Primitive Baptist Church. The purpose of this request is to prepare the subject property to be used by the Okeechobee

Historical Society as a museum. A Facility Use License agreement for this arrangement has already been executed between the City and the Historical Society.

Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards.

1) The request is not contrary to comprehensive plan requirements

Staff Response: The City of Okeechobee is submitting this request concurrent with a Future Land Use Map Amendment Application to designate the property as Public Facilities on the City of Okeechobee Future Land Use Map. Per Policy 2.1(f) of the City of Okeechobee Comprehensive Plan, Public Use (PUB) is an appropriate district within the proposed Future Land Use.

2) The use is specifically authorized under the zoning district regulations applied for.

Staff Response: Per Sec. 90-372, public uses are allowable in the PUB district. The proposed use of the subject property for a public museum is authorized under the PUB zoning district regulations.

3) Approval of the request will not have an adverse effect on the public interest

Staff Response: The Okeechobee Historical Society is proposing to use of the subject property as a museum, with the purpose of educate the public about the history of the City of Okeechobee. Approval of the request will allow more flexibility to use the site for that purpose and is of benefit to the public interest.

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

Staff Response: The proposed use will utilize the existing structure on the subject property, which has existed for over 100 years. The existing structure is a long-standing part of the surrounding land use pattern and repurposing the structure for a museum will not be detrimental to the neighborhood. The museum will occupy the existing structure, which is reasonably compatible with the adjacent uses.

5) Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties

Staff Response: The subject property is already developed and the requested rezoning to Public Use would allow the Okeechobee Historical Society to repurpose the existing structure, which would not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties.

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

Staff Response: The proposed use of the subject property will be subject to all Land Development Code required buffers within the Public Use zoning district.

- 7) *Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services*

Staff Response: The proposed use is a museum, which will not include residential density. As a result, the proposed use will not overburden public facilities such as schools, streets, and utility services.

- 8) *Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety*

Staff Response: The proposed use is not expected to generate significant traffic congestion. The request would not create any flooding or drainage problems or cause any detriment to public safety.

- 9) *The use has not been inordinately burdened by unnecessary restrictions*

Staff Response: The proposed rezoning from Residential Single Family-One to Public Use and the concurrent Comprehensive Plan Map Amendment will provide greater flexibility in zoning regulations.

Recommendation

The subject property is currently zoned Residential Single Family-One and developed with a church, which is currently not in use. The City of Okeechobee is proposing to rezone the property to Public Use, contingent on a concurrent Comprehensive Plan Map Amendment from Single-Family Residential to Public Facilities FLU. Staff recommends approval of this request, so that the City can move forward in partnership with the Okeechobee Historical Society, to enact the plan of operating a museum on this site and to provide more flexibility in that purpose.

Submitted by:



Ben Smith, AICP

Director of Planning

September 7, 2022

Okeechobee Planning Board Hearing September 15, 2022

City Council Public Hearing: (tentative) October 4, 2022 and November 1, 2022.

Supplemental Exhibits

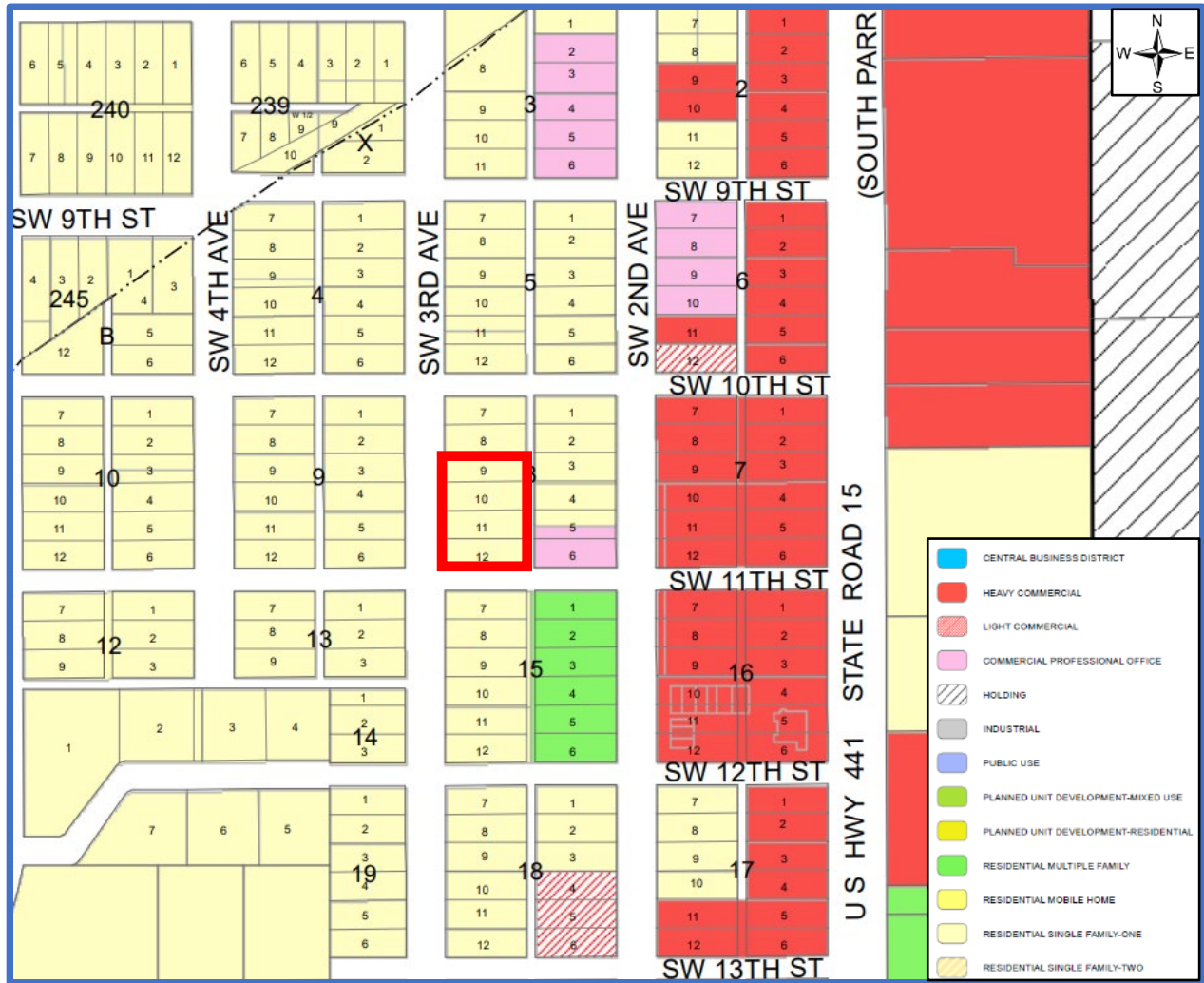


Exhibit A: Existing Zoning Map

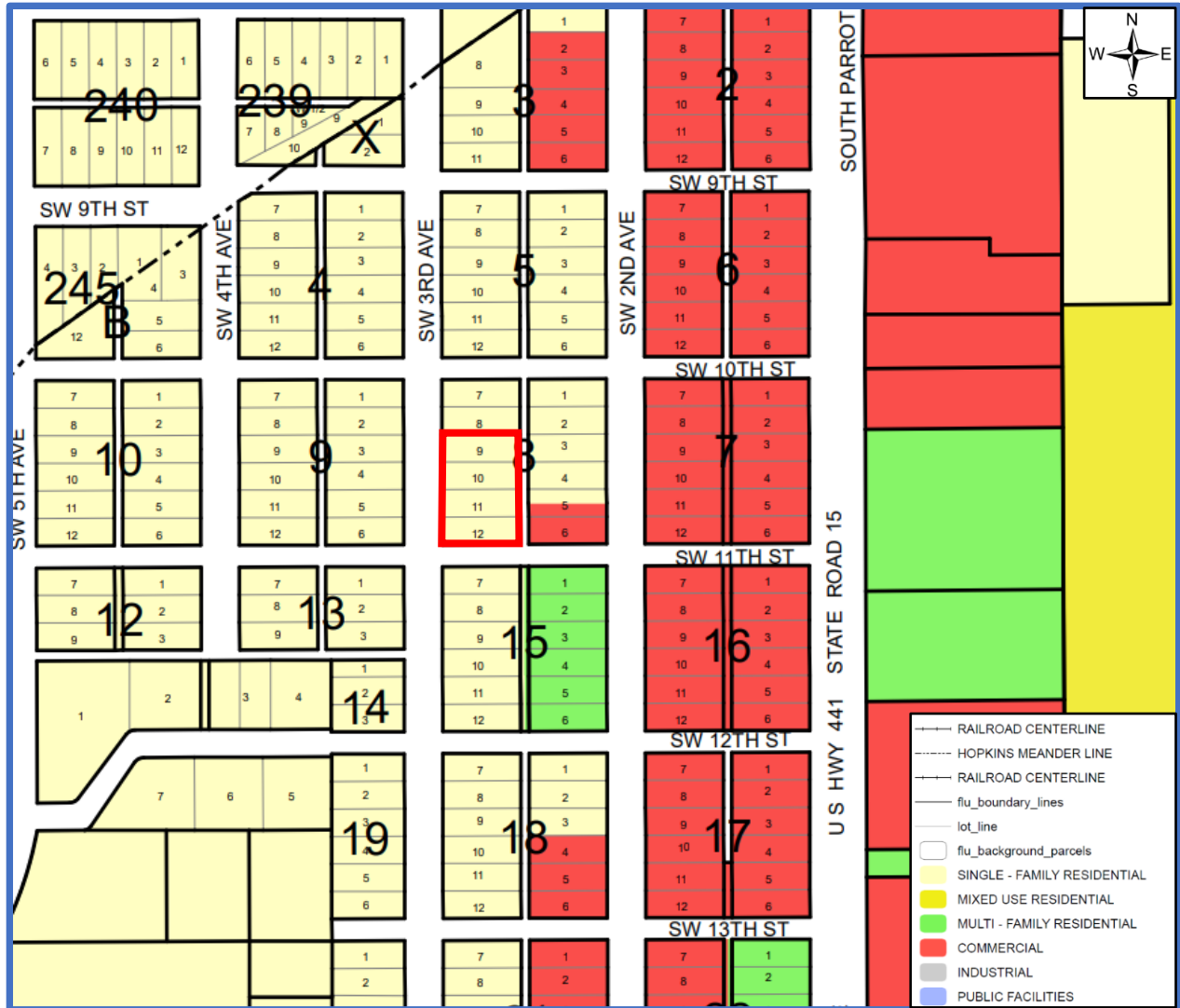


Exhibit B: Existing Future Land Use Map




Exhibit C: Existing Land Uses

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>7-29-22</u>	Petition No. <u>22-007-R</u>
		Fee Paid: <u>N/A</u>	Jurisdiction: <u>PB&CC</u>
		1 st Hearing: <u>9-15-22</u>	2 nd Hearing: <u>10-4-22 & 11-1-22</u>
		Publication Dates:	
		Notices Mailed: <u>8-31-22</u>	
Rezone, Special Exception and Variance APPLICANT INFORMATION			
1	Name of property owner(s): <u>City of Okeechobee</u>		
2	Owner mailing address: <u>55 SE 3rd Avenue</u>		
3	Name of applicant(s) if other than owner <u>Same</u>		
4	Applicant mailing address:		
	E-mail address: <u>gritter@cityofokeechobee.com or pburnette@cityofokeechobee.com</u>		
5	Name of contact person (state relationship): <u>Gary Ritter (City Administrator)</u>		
6	Contact person daytime phone(s): <u>863-763-9820</u> <u>Patty Burnette (General Services Coordinator)</u>		
PROPERTY INFORMATION			
7	Property address/directions to property: <u>1003 SW 3rd Avenue</u> <u>corner of SW 3rd Avenue and SW 11th Street</u>		
8	Describe current use of property: <u>Nothing currently - see No. 9</u>		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) <u>1925 Building (Primitive Baptist Church)</u> <u>to be used by the Okeechobee Historical Society</u> Source of potable water: <u>DUA</u> Method of sewage disposal: <u>DUA</u>		
10	Approx. acreage: <u>.651</u> Is property in a platted subdivision? <u>Yes</u>		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: <u>No</u>		
12	Is a pending sale of the property subject to this application being granted? <u>No</u>		
13	Describe uses on adjoining property to the North: North: <u>Single Family Residence</u> East: <u>Single Family Residences</u> South: <u>Big Lake Church of Christ</u> West: <u>Single Family Residences</u>		
14	Existing zoning: <u>RSE-1</u> Future Land Use classification: <u>SF</u>		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? () No () Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<u>X</u>) Rezone () Special Exception () Variance		
17	Parcel Identification Number: <u>3-21-37-35-0040-00080-0090</u>		

REQUIRED ATTACHMENTS	
18	Applicant's statement of interest in property: <i>owner</i>
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
20	Last recorded warranty deed: <i>7-20-22</i>
21	Notarized letter of consent from property owner (if applicant is different from property owner)
22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

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

Signature  Printed Name Gary Ritter- City Administrator Date 8/4/2022

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

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: <u>RSP1</u> Requested zoning classification <u>PUB</u>
B	Describe the desired permitted use and intended nature of activities and development of the property? <u>Being used by the Cheechobee Historical Society</u>
C	Is a Special Exception necessary for your intended use? () No () Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? () No () Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

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

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

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

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

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

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



Tax Deed File Number: 2917-2019
Parcel ID Number: 3-21-37-35-0040-00080-0090

TAX DEED

STATE OF FLORIDA COUNTY OF OKEECHOBEE

The following Tax Sale Certificate Numbered 2917-2019 issued on 1st day of June, 2019 was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 20th day of January, 2022, offered for sale as required by law for cash to the highest bidder and was sold to: CITY OF OKEECHOBEE whose address is 55 SE 3RD AVE, OKEECHOBEE, FL 34974, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 20th day of January, 2022, in the County of Okeechobee, State of Florida, in consideration of the sum of \$89,100.00, Eighty-Nine Thousand One Hundred & No/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12
BLOCK 8

PARCEL #: 3-21-37-35-0040-00080-0090

Witnesses:

Kayleigh Jones
Kayleigh Jones
Frances Conner
Frances Conner

JERALD D BRYANT
Clerk of the Circuit Court & Comptroller

By: Madalyn Pinon
Madalyn Pinon, Deputy Clerk



STATE OF FLORIDA COUNTY OF OKEECHOBEE

On this 20th day of January, 2022, before me Frances Conner, personally appeared, Madalyn Pinon, a Deputy Clerk for the Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid.

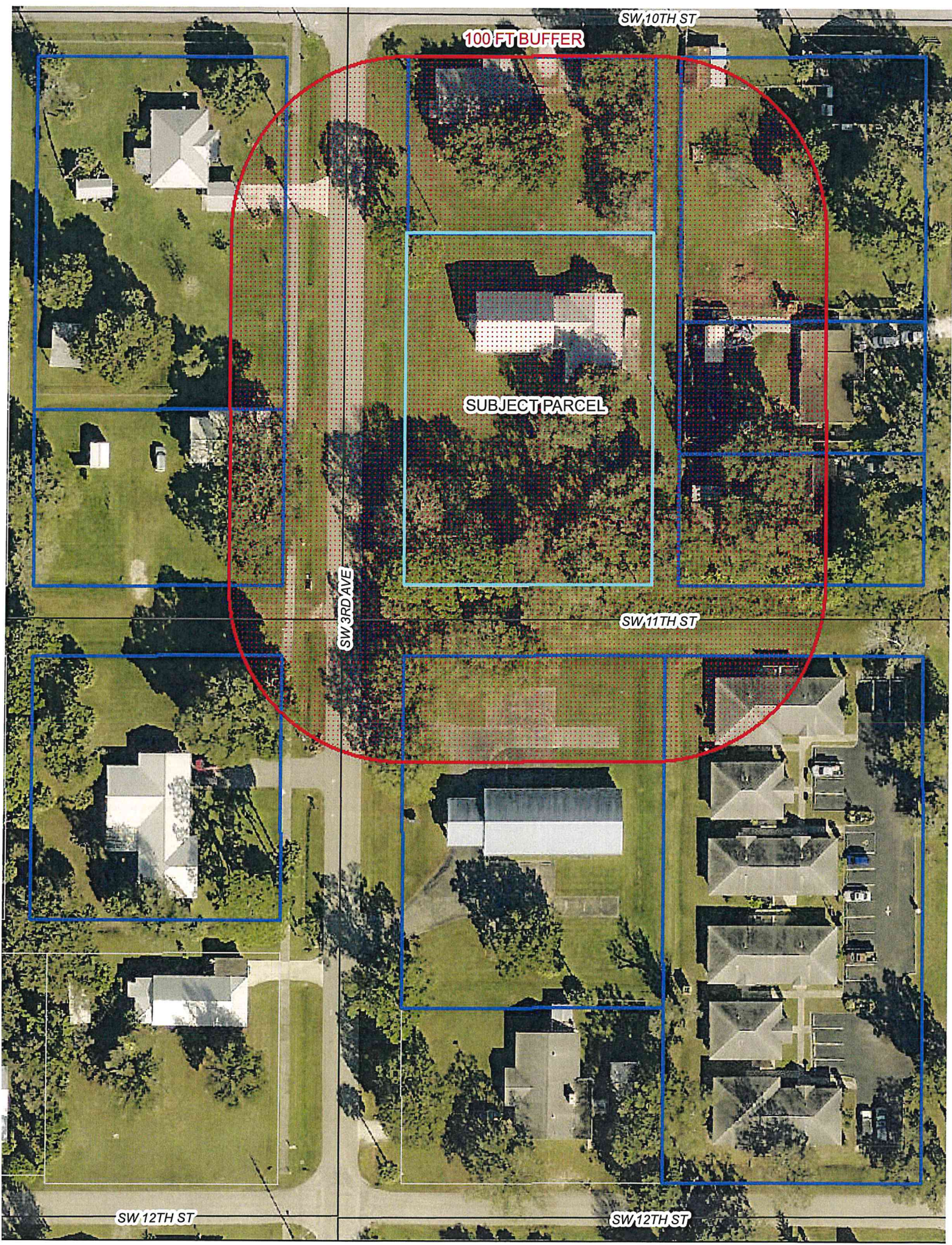


FRANCES CONNER
Commission # HH 016556
Expires July 1, 2024
Bonded Thru Budget Notary Services

Frances Conner
NOTARY PUBLIC

#213
22-007-R

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-21-37-35-0040-00040-0010	STANLEY CHRISTOPHER	301 SW 9TH ST		OKEECHOBEE	FL	34972-4303
3-21-37-35-0040-00040-0040	WILSON BOBBIE LEE	910 SW 3RD AVE		OKEECHOBEE	FL	34974-5228
3-21-37-35-0040-00040-0110	WILSON BOBBIE LEE REVOC TRUST	910 SW 3RD AVE		OKEECHOBEE	FL	34974-5228
3-21-37-35-0040-00050-0030	PARKER RODNEY JUSTIN	908 SW 2ND AVE		OKEECHOBEE	FL	34974-5216
3-21-37-35-0040-00050-0050	BURTON JAMES W	PO BOX 683		OKEECHOBEE	FL	34973-0683
3-21-37-35-0040-00050-0060	BURTON JAMES W	PO BOX 683		OKEECHOBEE	FL	34973-0683
3-21-37-35-0040-00050-0090	MEARA DANIEL T	905 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00050-0100	MUNSON LAURA	PO BOX 625		OKEECHOBEE	FL	34973-0625
3-21-37-35-0040-00050-0120	SNOW ELBERT	915 SW 3RD AVE		OKEECHOBEE	FL	34974-5227
3-21-37-35-0040-00060-0110	SAUSHA LLC	120 SW 8TH STREET		MIAMI	FL	33130
3-21-37-35-0040-00060-0120	MITCHELL GIANINNA A	1105 SW 4TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0040	1012 PARROTT LLC	2336 SE OCEAN BLVD #333		STUART	FL	34996-3310
3-21-37-35-0040-00070-0070	GARCIA NAHUM H	115 SW 10TH ST		OKEECHOBEE	FL	34974
3-21-37-35-0040-00070-0120	CITY OF OKEECHOBEE	55 SE 3RD AV		OKEECHOBEE	FL	34974-2903
3-21-37-35-0040-00080-0010	SILVAS JESUS	1000 SW 2ND AVE		OKEECHOBEE	FL	34974-5218
3-21-37-35-0040-00080-0040	MAYTA ROBERTO	1006 SW 2ND AVE		OKEECHOBEE	FL	34974-5218
3-21-37-35-0040-00080-0050	FRASER JAMES E III	1730 W LAS OLAS BLVD		FT LAUDERDALE	FL	33312
3-21-37-35-0040-00080-0070	SILVAS JESUS	1001 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00090-0030	EUBANKS PHYLLIS H	1004 SW 3RD AVE		OKEECHOBEE	FL	34974-5286
3-21-37-35-0040-00090-0050	MAYERS SARAH ANN	1016 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00090-0070	PLATT HENRY	307 SW 10TH ST		OKEECHOBEE	FL	34974-5244
3-21-37-35-0040-00090-0090	JULIEN JODY	1005 SW 4TH AVE		OKEECHOBEE	FL	34974-5213
3-21-37-35-0040-00090-0110	HARDY PAMELA SUE	1009 SW 4TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00130-0020	BOCKORAS CALEB B	401 SW 14TH CT		OKEECHOBEE	FL	34974-5210
3-21-37-35-0040-00130-0070	CHAPMAN DONALD SCOTT	7610 NW 89TH CT		OKEECHOBEE	FL	34972
3-21-37-35-0040-00140-0010	CLOSE THOMAS L (LIFE ESTATE)	1116 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00150-0010	16330B63 TRUST	C/O R SIMOES, TRUSTEE	601 HERITAGE DR STE 440	JUPITER	FL	33458-2777
3-21-37-35-0040-00150-0070	BIG LAKE CHURCH OF CHRIST, INC	1115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00150-0110	SAIN LINDA RAE	1117 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00160-0010	AZTECA 1100 INVESTMENT LLC	C/O JESUS & YOLANDA LUNA	8890 NE 12TH LN	OKEECHOBEE	FL	34974-8148
3-21-37-35-0040-00160-0070	OKEECHOBEE UTILITY AUTHORITY	100 SW 5TH AVENUE		OKEECHOBEE	FL	34974-4221
3-21-37-35-004A-00000-00C0	BRYAN FAMILY COMMERCIAL	6300 SE 128TH AVE		OKEECHOBEE	FL	34974
3-21-37-35-0070-00010-0030	BROWN SHEILA K	400 SW 12TH ST		OKEECHOBEE	FL	34974-5254



SW 10TH ST

100 FT BUFFER

SUBJECT PARCEL

SW 3RD AVE

SW 11TH ST

SW 12TH ST

SW 12TH ST

Petition No. 22-007-R

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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of August 4, 2022 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 4th day of

August, 2022.

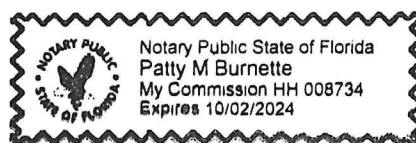
[Signature]
Signature of Applicant

8/4/2022
Date

Gary Ritter - City Administrator
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2022, by Gary Ritter, who is personally known to me or produced _____ as identification.



Patty M. Burnette
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

RSFI/SF

2022 Preliminary Certified

updated: 7/28/2022

Parcel: << 3-21-37-35-0040-00080-0090 (34811) >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	CITY OF OKEECHOBEE 55 SE 3RD AVE OKEECHOBEE, FL 34974-2903		
Site	1003 SW 3RD AVE OKEECHOBEE		
Description*	SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12 BLOCK 8		
Area	0.651 AC	S/T/R	21-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

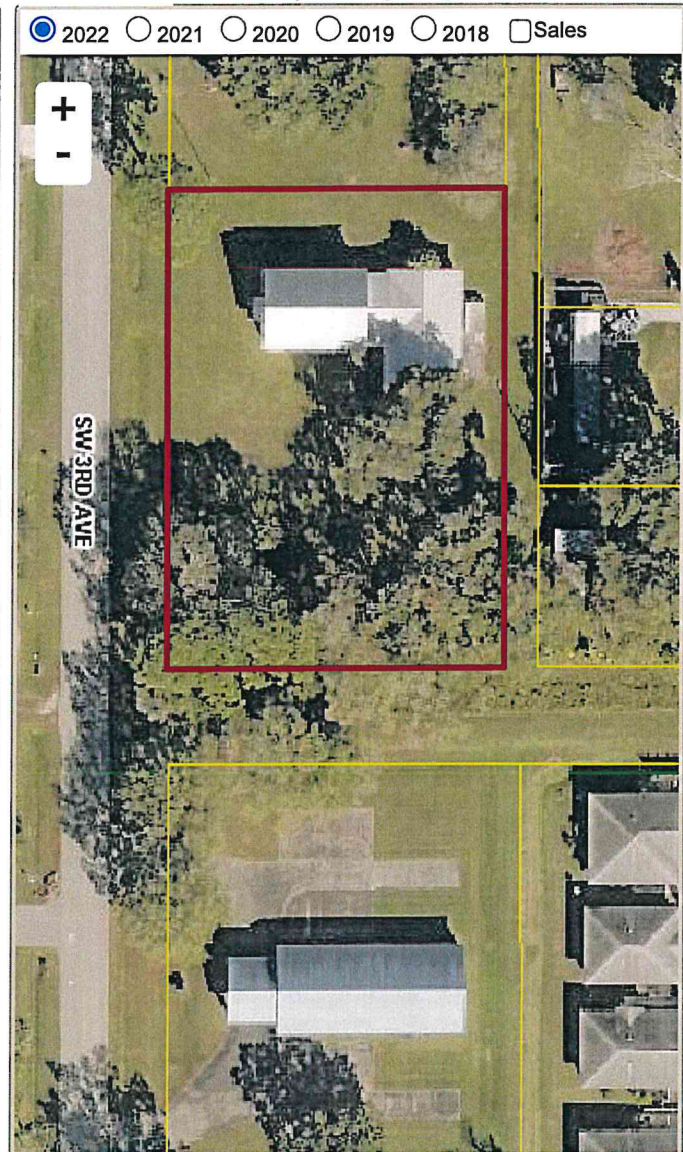
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

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

Property & Assessment Values

2021 Certified Values		2022 Preliminary Certified	
Mkt Land	\$39,200	Mkt Land	\$48,020
Ag Land	\$0	Ag Land	\$0
Building	\$61,243	Building	\$74,087
XFOB	\$857	XFOB	\$1,144
Just	\$101,300	Just	\$123,251
Class	\$0	Class	\$0
Appraised	\$101,300	Appraised	\$123,251
SOH/10% Cap [?]	\$6,884	SOH/10% Cap [?]	\$0
Assessed	\$101,300	Assessed	\$123,251
Exempt	\$0	Exempt	04 \$123,251
Total Taxable	county:\$94,416 city:\$94,416 other:\$94,416 school:\$101,300	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

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

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/20/2022	\$89,100	2022000895	TD	I	U	11
11/21/1934	\$0	0036/0575	N/A	I	U	

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	CHURCH (9100)	1925	3240	3275	\$74,087

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
CONC B	COM SLB WLK	2008	\$718	425.00	0 x 0	PD (50%)
WAL3 A	4'CB R/WAL	2013	\$426	38.00	12 x 7	PD (50%)

▼ Land Breakdown

Patty Burnette

From: Jamie Mullis <jmullis@ouafl.com>
Sent: Monday, August 1, 2022 9:35 AM
To: Gary Ritter
Cc: Robin Brock; Patty Burnette; John Hayford
Subject: Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974-4221
Phone: 863-763-9460 EXT. 111
Fax: 863-763-9036
E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

Under Florida law, e-mails and email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Gary Ritter <gritter@cityofokeechobee.com>
Sent: Friday, July 29, 2022 4:42 PM
To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>
Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>
Subject: City Lot Questions

John,

Do these lots have water and sewer or just water?

CITY OF OKEECHOBEE FACILITY USE LICENSE AGREEMENT

(Primitive Baptist Church)

THIS FACILITY USE LICENSE AGREEMENT (hereinafter "this Agreement") is made and entered into this 6th day of June 2022, by and between **CITY OF OKEECHOBEE**, a political subdivision of the State of Florida (hereinafter "CITY") and **OKEECHOBEE HISTORICAL SOCIETY, INC.** a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, CITY is the owner of certain real property located in Okeechobee County, Florida, including the facility described in paragraph 2 of this Agreement; and

WHEREAS, LICENSEE is a non-profit corporation, and desires to use the City Facility described in paragraph 2 of this Agreement; and

WHEREAS, the CITY has determined that the City Facility described in paragraph 2 of this Agreement is currently not needed for City purposes; and

WHEREAS, the License Fee to be paid by LICENSEE under the terms of this Agreement is less than the CITY's fees for other City-owned facilities; and

WHEREAS, CITY is considering this discount to be a grant to LICENSEE, based upon CITY's determination that LICENSEE's activities are of a benefit to the community.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and conditions set forth herein, CITY and LICENSEE agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material basis for this Agreement, and are incorporated herein by reference.
2. **Grant of License; Description of License Area.**
 - a. Subject to the terms and conditions of this Agreement, CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY, a non-transferrable License for the exclusive use and occupancy of the following City Facility (hereinafter the "License Area"):

Lots 9, 10, 11, and 12 of Block 8, SOUTH OKEECHOBEE subdivision as recorded in Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County public records.

Parcel No: 3-21-37-35-0040-00080-0090

With an address of 1003 SW 3rd Avenue, Okeechobee, FL 34974

- b. This Agreement creates a license only, and shall not be construed to be a lease, sublease, assignment, easement, or any other conveyance of an interest in or to the License Area.
- c. CITY may enter the License Area, including any and all buildings thereon, at any time for any purpose, including, without limitation, ensuring LICENSEE's compliance with this Agreement.

3. Purpose; Use.

- a. The general purpose of the License Area is to showcase the study and preservation of the history of Okeechobee by fostering an appreciation of the past, with an emphasis on local history.
 - b. To promote the foregoing purpose, LICENSEE must limit its use of the License Area as follows, and for no other uses (hereinafter the "Activities"):
 - i. collecting and preserving historical artifacts, photographs, and personal stories;
 - ii. conducting research into local Okeechobee County families and businesses subsequently presented to the public through exhibits; and
 - iii. providing public historical records.
 - c. The foregoing uses must be open to the public, including but not limited to schools; provided, however, that LICENSEE may schedule meetings as requested by non-profit organizations or schools which are closed to the general public during such meetings, and Licensee may promote awareness of the Activities by providing a venue for private events consistent with the Activities.
 - d. Reservations for meeting space will be made at the discretion of LICENSEE. Agreements for private use of the License Area shall be commemorated in a form identical in substance to the Venue License Agreement attached hereto as Exhibit B.
 - e. LICENSEE shall require a written acknowledgment from any organization reserving use of the License Area for meetings that permission to use meeting space at the License Area does not constitute endorsement of the organization's policies or beliefs by CITY.
 - f. LICENSEE must not use the License Area for any other purpose.
4. **License Period; Termination.** The License Area may be used and occupied by LICENSEE solely for the following period: July 1, 2022 to July 31, 2027 (hereinafter the "License Period"). This Agreement may be renewed for five (5) additional periods of five (5) years each, upon written agreement of the parties, or unless sooner terminated pursuant to the terms and conditions of this Agreement.

5. License Fee; Grant.

- a. License Fee. LICENSEE must pay to CITY for this License, a License Fee of One Dollar (\$1.00), which must be payable upon execution of this Agreement. As further consideration for this Agreement, LICENSEE must comply with all maintenance obligations set forth in Exhibit "A".
- b. Grant. The parties agree and acknowledge that the License Fee to be paid by LICENSEE is less than CITY's fees charged for other City-owned facilities, which the CITY is considering to be a Grant to LICENSEE. CITY is providing such Grant to LICENSEE, to use the facility at this discounted price, because City believes that LICENSEE's activities are of a benefit to the community and LICENSEE is a not-for-profit organization.

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

- a. To CITY:
City of Okeechobee
Attention: City Administrator
55 SE 3rd Avenue
Okeechobee, Florida 34974;
- b. To LICENSEE:
Okeechobee Historical Society, Inc.
PO Box 973
Okeechobee, FL 34973

And its Registered Agent:
Dowling R. Watford, Jr.
701 NE 5th St
Okeechobee, FL 34972

Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means such as hand delivery and private postal service with proof of delivery, shall be deemed to have been given when received.

7. General Terms and Conditions. This Agreement is governed by the General Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference.

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

LICENSEE:

Okeechobee Historical Society, Inc.

By: Margaret J. Cable
as its President and authorized agent

Heather Prince
WITNESS

Date: 08/04/2022

CITY:

By: Dowling R. Watford, Jr.
Mayor

Date: June 6, 2022

Attest: Lane Gamiotea
LANE GAMIOTE, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

By: John J. Fumero, P.A.
City Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. **No Representations or Warranties by City.** CITY makes no representations or warranties whatsoever in connection with this Agreement, including, without limitation, the condition of the License Area and its suitability for the use described in this Agreement. LICENSEE acknowledges that LICENSEE has conducted LICENSEE's own investigation and has determined that the License Area is suitable for LICENSEE's Activities. LICENSEE accepts the License Area "AS IS" and CITY has no obligation to renovate or improve the buildings located upon the License Area.
2. **Control of License Area.** Nothing in this Agreement is intended or shall be deemed or construed to grant to or confer upon LICENSEE any rights whatsoever in the License Area, including, without limitation, rights in connection with the alteration, condemnation, or casualty loss thereof. Without limiting the generality of the foregoing, CITY has, and shall continue to have, ultimate and unfettered control over the License Area.
3. **Occupancy Interruptions.** If, irrespective of fault of CITY, the License Area or any part thereof is destroyed or damaged by fire or other cause, or if, irrespective of fault of CITY, any casualty or unforeseen occurrence, including but not limited to acts of God, war, or acts of governmental authorities, renders the License Area unusable or otherwise render this Agreement impossible of performance by CITY, or if the License Area is required for public necessity or emergency use, this Agreement shall be at once terminated. Any portion of the License Fee attributable to the unused portion of the License Period will, under such circumstances, be refunded to LICENSEE, whereupon CITY shall be relieved from any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against CITY by LICENSEE, and CITY shall not, in any such case, be held liable or responsible to LICENSEE for any damage caused by said termination.
4. **Personal Property.**
 - a. The parties acknowledge that LICENSEE will display, exhibit, and store various items of personal property at the License Area which are owned by LICENSEE (hereinafter "LICENSEE's Personal Property"), as well as display, exhibit, and store, on an occasional or rotating basis, items of personal property owned by third parties (hereinafter "Third Party Personal Property"), which shall collectively be referred to herein as "Personal Property."
 - b. Within thirty (30) days from the date of this Agreement, and within thirty (30) days of each anniversary date of this Agreement, LICENSEE shall provide CITY with an inventory of LICENSEE's Personal Property.
 - c. Within two (2) business days following placement within the License Area of any Third Party Personal Property, LICENSEE shall provide CITY with an inventory of all Third Party Personal Property within the License Area, including the name and address of the owner and the approximate value of all such Third Party Personal Property.
 - d. LICENSEE shall be responsible for all costs incurred for transporting any and all Personal Property to and from the License Area, as well as any costs of set up and removal of Personal Property.
 - e. There shall be no indicia of a commercial enterprise, such as "for sale" signs, displayed with the Personal Property.
5. **CITY's Responsibilities for the License Area, generally.**
 - a. CITY will pay for all utilities serving the License Area, including power, water, sewer, pest control, and waste pick-up. CITY does not warrant against interruption in or failure of such utility connections and service, and CITY shall not be liable to LICENSEE or others for any loss, damage, cost, or expense which may result or arise from any such interruption or failure.
 - b. CITY will provide insurance covering the License Area, including the buildings thereon and the Personal Property within the buildings.
 - c. CITY will maintain the lawn and landscaped areas upon the License Area, including lawn mowing and maintaining and keeping up the planted and landscaped areas.
 - d. CITY will clean the exterior of the buildings located upon the License Area.
6. **LICENSEE's Responsibilities for the License Area, generally.** LICENSEE shall do the following, at

its sole cost and expense:

- a. maintain the License Area in a good and safe condition;
- b. maintain the parking area in a clean, sightly, and serviceable condition, including removing debris therefrom;
- c. repair as necessary any damage to doors, windows, walls, ceilings, and floors for holes or marks resulting from decorations, signage, and displays installed by LICENSEE;
- d. promptly place all rubbish, trash, and debris in appropriate trash receptacles;
- e. provide cleaning or janitorial services as needed for the interior of all buildings at the License Area;
- f. provide that any equipment to be used by LICENSEE's participants is in good and safe condition;
- g. make suitable arrangements for the safe loading and unloading of LICENSEE's agents, employees, participants, and invitees;
- h. pay and be responsible for and all wages, necessary insurance, and benefits to any employees of LICENSEE hired to assist in the operation of LICENSEE's activities. Neither LICENSEE, nor those persons hired by LICENSEE, are employees of CITY, nor shall any such person have the rights privileges, or benefits as such;
- i. carry workers' compensation insurance if required by Florida Law for LICENSEE's Activities. LICENSEE shall hold CITY harmless from any claims by LICENSEE's employees for work-related injuries occurring on or about the License Area. LICENSEE must provide CITY with a copy of proof of workers' compensation insurance, or LICENSEE must provide CITY with a written statement that workers' compensation insurance is not required for LICENSEE's Activities;
- j. comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations, as may from time to time be amended, in connection with the LICENSEE's use of the License Area, including, but not limited to: the Florida Clean Indoor Air Act, the City of Okeechobee Code of Ordinances, CITY's General Rules and Regulations for use of CITY's facilities, and CITY's rules applicable to each facility;
- k. obtain and maintain all licenses and permits required by any federal, state, or local law to perform LICENSEE's Activities and provide copies of such licenses to CITY upon request;
- l. be responsible for the orderly conduct of all its agents, employees, participants, and invitees who may be upon the License Area during the License Period. CITY reserves the right to eject or cause to be ejected from the License Area any person or persons whose conduct is unlawful or otherwise objectionable;
- m. report loiterers not associated with LICENSEE or LICENSEE's Activities to the proper law enforcement authorities;
- n. have an appropriate number of adult chaperones for activities involving minors;
- o. be present at the License Area for the duration of LICENSEE's Activities and during meetings of any organization reserving use of the License Area, including preparation and clean-up; and
- p. keep this Agreement at the License Area at all times during the License Period, and present to CITY or to law enforcement or other authorities upon request.

7. CITY's Responsibilities at the Museum building.

- a. CITY shall pay for all repair and replacements of the structural portions of the Museum, including roof, truss system, exterior walls, exterior doors, and windows.
- b. CITY shall maintain all portions of the heating, ventilating and air conditioning ("HVAC") system serving the Museum.
- c. CITY shall maintain, repair, and replace, as necessary, all non-structural portions of the Museum, including but not limited to interior doors, the plumbing fixtures, the septic or sewer system, and the light fixtures.
- d. CITY shall be responsible for providing hurricane protection, m storm shutters or the equivalent thereof, for the Museum.
- e. LICENSEE agrees that CITY shall not be responsible or liable for any loss from theft, vandalism, or act of God, and all personalty present on the License Area, including, but not limited to the Personal Property, is at LICENSEE's sole risk.

8. LICENSEE's Responsibilities at the Museum building. LICENSEE shall do the following, at its sole cost and expense:

- a. repair and replace, as necessary, all non-structural portions of the building upon the License Area, including but not limited to the interior doors, the flooring, the plumbing, the cabinetry, and window treatments, but excluding the HVAC system.

9. Prohibited Uses and Actions.

- a. LICENSEE shall not make or permit any use of the License Area that would violate the rules and regulations of the License Area or any federal, state, or local law, statute, code, ordinance, rule, or regulation.
- b. LICENSEE shall not make or permit any use of the License Area, which would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county law, statute, code, ordinance, rule, or regulation; or (3) injurious to any person or property.
- c. LICENSEE shall not install any permanent fixtures or make any permanent alterations to the License Area without CITY's prior written consent.
- d. LICENSEE shall not suffer or permit any lien to be filed against the License Area. If any such lien is filed, LICENSEE shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.
- e. LICENSEE shall not permit the License Area to be occupied by a larger number of persons than can safely and freely move about therein, as determined in the sole discretion of CITY.
- f. LICENSEE shall not erect any signage without the prior written consent of CITY.
- g. LICENSEE shall not remove any equipment, supplies, or other personal property belonging to CITY.

10. **Nondiscrimination.** LICENSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for this Agreement, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in LICENSEE's activities, on the grounds of race, color, religion, sex, disability, age, or national origin.

11. Insurance and Indemnification.

- a. During the License Period, CITY will maintain, at CITY'S sole expense, a comprehensive general liability insurance policy, or such sufficient self-insurance to protect CITY and CITY's board, employees, and agents.
- b. LICENSEE must defend, indemnify, and hold harmless CITY and all of CITY's officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise by reason of LICENSEE's Activities, whether happening on or off the License Area, arising from acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, or invitees, for any damage, claim or injury (including death) to persons or property. LICENSEE recognizes the broad nature of this indemnification and hold harmless provision, as well as the provision of a legal defense to CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements of this Agreement shall not relieve LICENSEE of its liability and obligation to defend, indemnify, and hold harmless CITY as set forth in this paragraph. Such indemnification shall be in addition to any and all other legal remedies available to CITY and shall not be considered to be CITY's exclusive remedy.
- c. LICENSEE shall not permit the License Area to be contaminated with any environmental hazard. LICENSEE shall indemnify, protect, and hold CITY harmless from any environmental damage, and if such environmental damage, resulting from LICENSEE's Activities or use of the License Area, is discovered, LICENSEE shall promptly undertake and pursue diligently appropriate steps to repair the damage and shall notify CITY of such environmental damage within twenty-four (24) hours after LICENSEE's discovery of such environmental damage.
- d. In the event that any claim in writing is asserted by a third party which may entitle CITY to indemnification, CITY shall give notice thereof to LICENSEE which notice shall be accompanied by a copy of statement of the claim. Following the notice, LICENSEE shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If LICENSEE shall fail timely to defend, contest or

otherwise protect against any suit, action or other proceeding arising from such claim, or in the event CITY decides to participate in the proceeding or defense, CITY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to LICENSEE, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

e. The indemnification provisions of this paragraph shall survive the termination of this Agreement.

12. **Sovereign Immunity.** Nothing herein shall be construed to extend CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by CITY to be sued by a third party in any matter arising out of this Agreement.

13. **Sub-Agreement and Assignment Prohibited.** LICENSEE shall not enter into any sub-agreement or assignment of this Agreement, or otherwise pledge, encumber, or transfer any interest in this Agreement, either voluntarily, involuntarily, or by operation of law.

14. **Events of Default by Licensee; City Remedies.**

- a. The occurrence of any of the following shall constitute an event of default under this Agreement:
 - i. LICENSEE fails to perform or breaches any term, covenant, or provision of this Agreement;
 - ii. LICENSEE fails to have this Agreement present at the License Area, as required by this Agreement;
 - iii. LICENSEE fails to maintain its status as an active not-for-profit corporation with the Florida Department of State; or
 - iv. A major portion of LICENSEE's Personal Property usually kept on the License Area is removed by LICENSEE voluntarily or under legal or administrative process.
- b. In the event of any default of this Agreement by LICENSEE, CITY shall have the right to immediate termination of this Agreement, whereupon LICENSEE's use of the License Area shall be subject to immediate shutdown by the City of Okeechobee City Council or the Okeechobee Police Department, in addition to or in place of any and all remedies otherwise provided by Florida law.
- c. LICENSEE agrees that no assent, express or implied, by CITY to any breach of this Agreement by LICENSEE shall be deemed to be a waiver of any succeeding breach by LICENSEE.
- d. LICENSEE's default of this Agreement may result in denial of future use of any CITY facility by LICENSEE.

15. **Surrender; Removal of Property.** Upon the expiration or earlier termination of this Agreement or one of the renewal terms hereof, LICENSEE shall peaceably surrender to CITY possession of the License Area, in good condition and repair as when received, and LICENSEE shall remove all Personal Property from the License Area, including all Third-Party Personal Property. If LICENSEE fails to remove any Personal Property within thirty (30) days, such Personal Property shall be deemed abandoned, and CITY may remove and store same at LICENSEE's expense, or, at CITY's sole option, upon not less than thirty (30) days written notice to LICENSEE at the address shown in this Agreement, the Personal Property will become the property of CITY, and may be stored or used by CITY, or disposed of as surplus, in the manner CITY disposes of surplus personal property. In the event that any portion of the Personal Property is sold, LICENSEE shall not be entitled to any of the proceeds of such sale.

16. **Miscellaneous Provisions.**

- a. **Successors Bound.** All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.
- b. **Construction.** The headings or captions in this Agreement are for convenience only and are not a part hereof.
- c. **Judicial Interpretation.** If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly

construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- d. **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties shall be effective for any purpose. LICENSEE acknowledges that any representations, statements, or negotiations made by CITY or by any of the City's staff, employees, counsel, or any other agent, do not suffice to legally bind CITY, unless such representations have been reduced to writing and fully executed by all of the parties.
- f. **Written Modifications.** No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.
- g. **Venue; Law.** Venue for all court proceedings to enforce or interpret this Agreement shall be in Okeechobee County, Florida, and such proceedings shall be governed by the laws of the State of Florida.
- h. **Time is of the Essence.** The parties agree that time is of the essence in performance of this Agreement.
- i. **Relationship of Parties.** LICENSEE shall never become the agent of CITY, and CITY shall not be responsible for the acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, and invitees.
- j. **Attorneys' Fees and Waiver of Jury Trial.** In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party, at the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- k. **Material Breach.** The failure of LICENSEE to comply with any terms or conditions of this Agreement shall be considered a material breach of this Agreement.
- l. **Cross Default.** A default under the Agreement will operate as a default of any pre-existing or subsequent Agreement between CITY and LICENSEE.
- m. **Survival.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- n. **Non-assignability.** This Agreement shall not be assignable by LICENSEE unless such assignment is first approved in writing by CITY.

EXHIBIT "B" - VENUE LICENSE AGREEMENT

**VENUE LICENSE AGREEMENT
– OKEECHOBEE HISTORICAL SOCIETY –**

This Venue License Agreement ("**Agreement**") is entered into by and between **Okeechobee Historical Society, Inc.**, a Florida not-for-profit corporation (the "**Licensor**") and the undersigned person or persons (the "**Licensee**"). In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. License of Venue. Subject to the terms and conditions of this Agreement, Licensor agrees to grant to Licensee a license to the event area located at 1003 SW 3rd Avenue, Okeechobee, FL 34974 (the "**Venue**") during the following date and times (the "**Event Period**")

	<u>Date</u>	<u>Time</u>
Initial Access to the Venue for Setup	_____	_____
Rehearsal – Start	_____	_____
Rehearsal – End	_____	_____
Start of Event	_____	_____
End of Event	_____	_____
Deadline for Cleanup and Equipment Removal	_____	_____

and for the following purpose:

_____.

2. Venue Rental Pricing. In consideration for its use of the Venue during the Event Period, Licensee shall donate the sum of _____ (the "**Donation**") to Licensor. The Donation sum will be due to Licensor no later than four (4) months prior to the Event Period. The Donation is due regardless of cancellation by the Licensee. Any events booked within fewer than four months of the Event Period will be paid in full the time of booking.

3. Return of Venue Premises. Licensee agrees to clean out all personal items and return the Venue to Licensor in the same condition as it was found at the start of the Event Period. All trash, food supplies, decorations and any other materials brought into the Venue by Licensee or its guests, agents, vendors or employees must be removed by the date and time identified above as "Deadline for Cleanup and Equipment Removal." Guests are permitted to leave vehicles overnight if they are unable to drive themselves in a safe manner but must be removed by the date and time identified above as "Deadline for Cleanup and Equipment Removal." Any guest vehicles left at the Venue shall be at the guests' own risk.

4. Prohibited Substances. Licensee is not permitted to use fireworks, sparklers, or an open flame at the Venue or on the surrounding property without the written permission of the Licensor. In addition, alcoholic beverages are prohibited. Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the Venue by Licensee or by any of Licensee's guests.

5. Damage to Venue and Surrounding Property. Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee's guests, agents, vendors or employees. Licensor shall inspect the Venue after end of the Event Period to determine whether any damage was sustained to the Venue or surrounding property. Licensor shall notify Licensee of any damage resulting from Licensee's use and occupancy of the property. Licensor may repair and remedy and damage at Licensee's expense.

6. Unavailability of Venue. Should the Venue become unavailable for all or a portion of the Event Period due to damage by fire, flood or other cause or Act of God, or should Licensor be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensor's reasonable control, then this Agreement shall terminate and Licensor shall be liable only for the fees paid by Licensee up to the time of such termination. For the avoidance of doubt, this Section 8 shall survive the termination of this Agreement.

7. Limitation of Liability. Licensee acknowledges and agrees that LICENSOR IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE), REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHERWISE.

Further, Licensee acknowledges and agrees that IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT OF THE DONATION.

For any and all claims arising out of or related to this Agreement, Licensee shall seek recovery only against Licensor and not against any individual associated with Licensor or the owner of the real property where the Event Period is being licensed. For the avoidance of doubt, this Section 9 shall survive the termination of this Agreement.

10. Venue Condition. Licensee acknowledges that he/she has been offered the opportunity to inspect the Venue and accepts the Venue in its current condition.

11. Liability Insurance. Licensee is required to carry liability insurance, satisfactory to Licensor, and such policy shall be for no less than \$1,000,000.00 and shall cover the Event Period. The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensor's approval. The required insurance policy evidencing such insurance shall name both Licensor and the City of Okeechobee, Florida as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Licensor. Proof of each such policy or a certificate thereof, shall be provided to the Licensor by Licensee at least thirty (30) days prior to the date identified above as "Initial Access to the Venue for Setup." If Licensee fails to perform any of its obligations under this section, Licensor may terminate this Agreement

12. Waiver of Right to Recover. Notwithstanding any provision of this Agreement to the contrary, if Licensee suffers a loss or damages, and if typically such loss or damages would be covered under any policy of insurance that Licensee is required to maintain pursuant to this Agreement, then Licensee hereby releases Licensor to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the Licensor, its agents, officers or employees and/or notwithstanding that Licensee has failed to maintain the insurance policy required to be maintained by it under this Agreement. The foregoing release shall be effective only so long as it is possible to obtain the insurance policies required to be maintained pursuant to this Agreement with provisions in such policies to the effect that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder. Licensee hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify Licensor in writing if such clause cannot be included in any such policy.

13. Indemnification. Licensee agrees to indemnify and hold Licensor and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Licensor from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees. Licensee further agrees to indemnify and hold the City

of Okeechobee, Florida and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by the City of Okeechobee, Florida from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees.

14. Destruction of Licensee's Property. The Licensor shall not be held responsible for any loss or damage, including damage to Licensee's personal property nor the personal property of Licensee's guests, agents, vendors or employees.

15. Contract Approval. Upon receipt of the Donation and this Agreement executed by Licensee, Licensor shall review the proposed Agreement and issue an approval or denial of this Agreement within three (3) business days. Licensee agrees and acknowledges that this Agreement may be approved or denied at the sole discretion of the Licensor. If the proposed Agreement is denied by the Licensor, Licensor shall return the Donation to Licensee within three (3) business days of the decision.

16. Permits and Licenses. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue during the Event Period. Licensor shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server organization must also carry its own \$1,000,000.00 liability insurance policy or be insured by the caterer.

17. Removal from Venue. Licensee is responsible for the acts of his/her guests, agents, vendors and employees. Licensor reserves the right to remove any person from the Venue that Licensor believes is disrupting, obstructing, or damaging the Venue or surrounding property.

18. Governing Law; Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would require or permit the application of laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder must be instituted exclusively in the courts of Okeechobee County, Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or *forum non conveniens*.

19. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. If and when included within the term "Licensee," as used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Assignment. Licensee may not assign any of its obligations hereunder without the prior written consent of the Licensor.

23. Non-endorsement by Licensor and City. LICENSEE hereby acknowledges that LICENSOR's execution of this Agreement does not constitute and endorsement by LICENSOR or the City of Okeechobee of the LICENCEE's policies, views, or beliefs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LINCESEE:

(Print Legal Name)

By: _____
(Signature of Authorized Signer)

Its: _____
(Printed Name of Authorized Signer)

Dated: _____

OKEECHOBEE HISTORICAL SOCIETY, INC:

By: _____
(Signature of Authorized Signer)

Its: _____
(Printed Name of Authorized Signer)

Dated: _____

VI. PUBLIC HEARING CONTINUED

- B. Continued: thereby, we support advertising the Charter revisions with the same language currently in your agenda as a single ballot item (Exhibit 2). I regret I am unable to attend in person this evening but want to be sure that the community support for your previous action on this item is known, recognized, and documented for the record as you continue your efforts to improve our City and modernize the Charter. Thank You for your continued service to our community."

Council Member Chandler made a motion to amend proposed Ordinance No. 1253 to separate the issue of the position of City Clerk changing to an appointed position from the other items listed in the charter. Motion to amend failed due to the lack of a second.

Motion and second by Council Members Clark and Jarriel to amend proposed Ordinance No. 1253 to correct errors in Article 5 paragraphs b, d, and g removing any reference that the City Clerk position is elected; and in the first "Whereas" paragraph, correct to read appointed residents, not City residents. Motion to Amend Carried Unanimously. Vote on Motion as Amended Carried three to two, Mayor Watford and Council Member Chandler voting no.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:33 P.M.

VII. NEW BUSINESS

- A. Motion and second by Council Members Jarriel and Chandler to review and approve the Fiscal Year (FY) 2020-21 Audited Financials prepared by Carr, Riggs and Ingram [as presented in Exhibit 3]. Motion Carried Unanimously.

- B. Motion and second by Council Members Jarriel and Keefe to read by title only, proposed Ordinance No. 1254 regarding Land Development Regulation (LDR) Text Amendment Application No. 22-001-TA for home-based businesses [as presented in Exhibit 4]. Motion Carried Unanimously.

Attorney Hyden read proposed Ordinance No. 1254 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING SECTION 90-633, HOME OCCUPATION WITHIN CHAPTER 90, LDR'S OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1254 and set July 5, 2022, as the final hearing date. Motion Carried Unanimously.

- C. Motion and second by Council Members Keefe and Jarriel to read by title only, proposed Ordinance No. 1258, extending the sunset date one year for Ordinance No. 1224, adopting the Holding Property Rezoning Program [as presented in Exhibit 5]. Motion Carried Unanimously.

Attorney Hyden read proposed Ordinance No. 1258 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; EXTENDING THE HOLDING REZONING PROGRAM CREATED BY ORDINANCE 1224; PROVIDING FOR A ONE (1) YEAR SUNSET CLAUSE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1258 and set July 5, 2022, as the final hearing date. Motion Carried Unanimously.

- D. Motion and second by Council Members Jarriel and Chandler to approve a budget amendment in the amount of \$9,379.62, not to exceed \$10,000.00, to rewire the Council Chambers [as presented in Exhibit 6]. Motion Carried Unanimously.

- E. Discussed local and state regulations for the use of fireworks. Per the discussion and, at the recommendation of Attorney Hyden, Mayor Watford stated that it was the consensus of the Council that the Code of Ordinances be amended with Police Staff input.

- F. Motion and second by Council Members Clark and Keefe to approve a Facility Use License Agreement with the Okeechobee Historical Society, Inc., regarding use of the Primitive Baptist Church property [as presented in Exhibit 8, located at 1003 Southwest (SW) 3rd Avenue, Legal Description: Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County Public Records]. Motion Carried Unanimously.