


<b>City of Okeechobee</b> <b>General Services Department</b> <b>55 S.E. 3<sup>rd</sup> Avenue, Room 101</b> <b>Okeechobee, Florida 34974-2903</b> <b>Phone: (863) 763-3372, ext. 9820</b> <b>Fax: (863) 763-1686</b>		Date: <u>7-29-22</u>	Petition No. <u>22-007-R</u>
		Fee Paid: <u>N/A</u>	Jurisdiction: <u>PB&amp;CC</u>
		1 <sup>st</sup> Hearing: <u>9-15-22</u>	2 <sup>nd</sup> Hearing: <u>10-4-22 &amp; 11-1-22</u>
		Publication Dates:	
		Notices Mailed: <u>8-31-22</u>	
<b>Rezone, Special Exception and Variance</b>			
<b>APPLICANT INFORMATION</b>			
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>		
<b>PROPERTY INFORMATION</b>			
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>OUA</u> Method of sewage disposal: <u>OUA</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>RSF-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: ( <input checked="" type="checkbox"/> ) 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 <b>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.</b>
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) <b>CERTIFIED BOUNDARY</b> 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: <i>RSF1</i> Requested zoning classification <i>PUB</i>
B	Describe the desired permitted use and intended nature of activities and development of the property? <i>Being used by the Cheechobee Historical Society</i>
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

**JERALD D BRYANT**  
 Clerk of the Circuit Court & Comptroller

Witnesses:

Kayleigh Jones  
 Kayleigh Jones  
Frances Conner  
 Frances Conner

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  
 NOTARY PUBLIC



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

#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

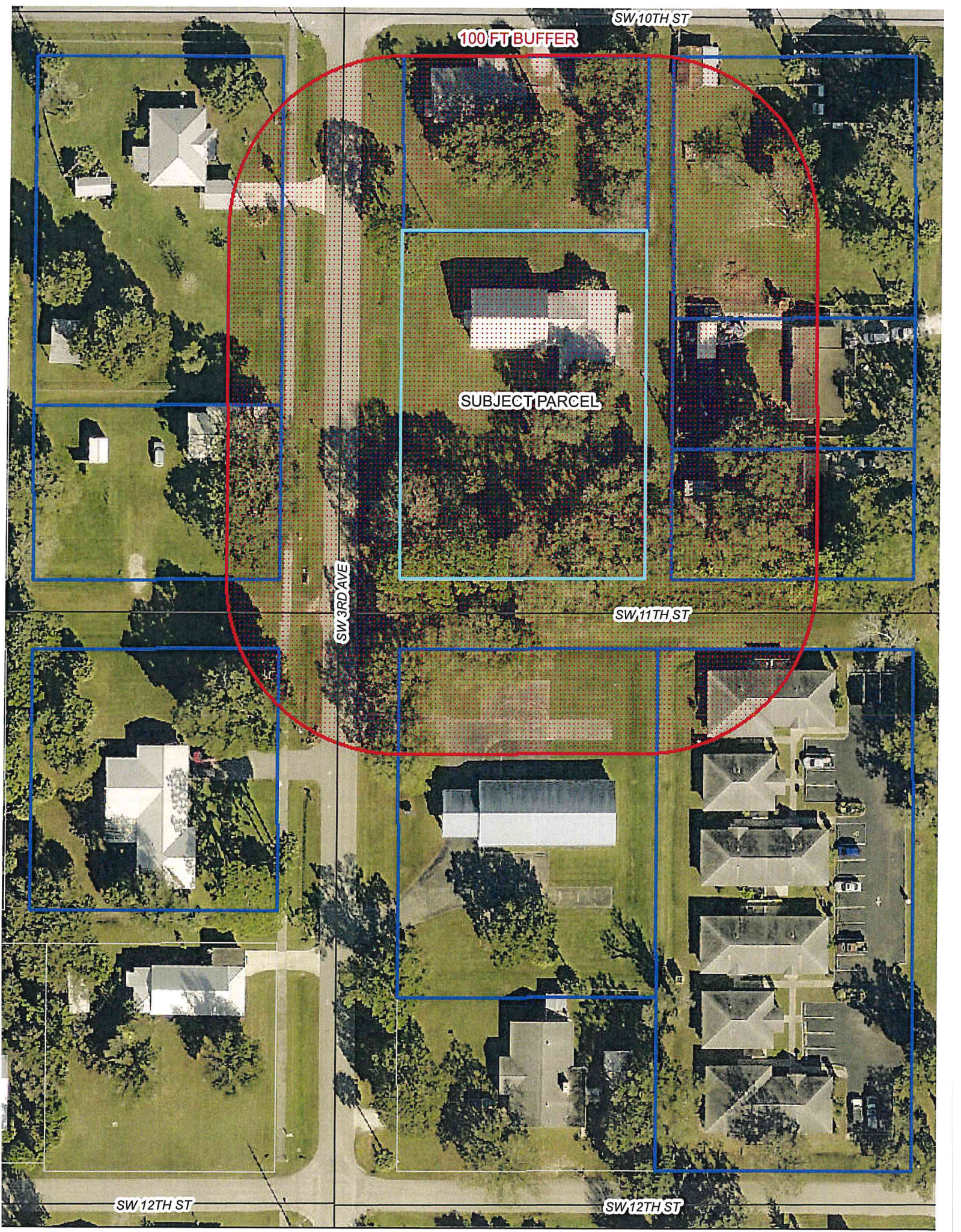
SUBJECT PARCEL

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

[Handwritten Signature]

Signature of Applicant

8/4/2022

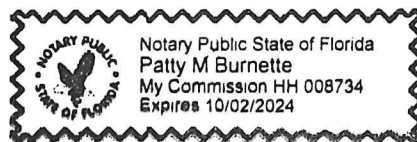
Date

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**

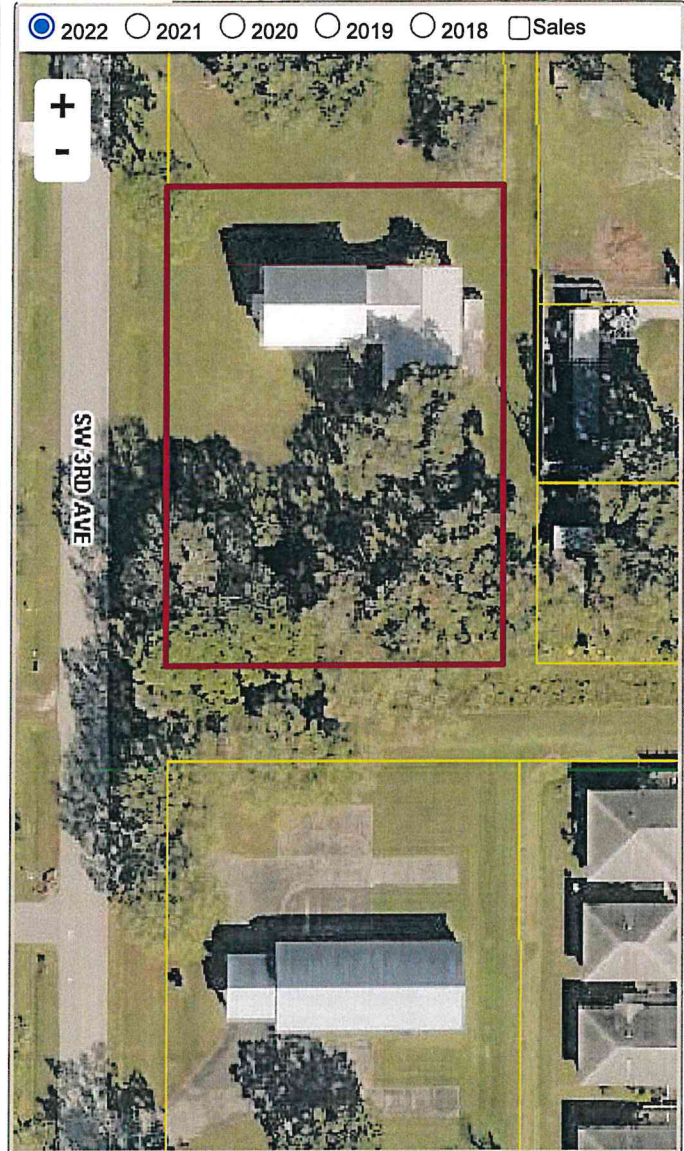
Owner	CITY OF OKEECHOBEE 55 SE 3RD AVE OKEECHOBEE, FL 34974-2903		
Site	1003 SW 3RD AVE OKEECHOBEE		
Description*	SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12 BLOCK 8		
Area	0.651 AC	S/T/R	21-37-35
Use Code**	MUNICIPAL IMP (8900)	Tax District	50

\*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 RWAL	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 6<sup>th</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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  
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>
<b>Initial Access to the Venue for Setup</b>	_____	_____
<b>Rehearsal – Start</b>	_____	_____
<b>Rehearsal – End</b>	_____	_____
<b>Start of Event</b>	_____	_____
<b>End of Event</b>	_____	_____
<b>Deadline for Cleanup and Equipment Removal</b>	_____	_____

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.