



**CITY OF OKEECHOBEE  
CITY COUNCIL REGULAR MEETING  
DECEMBER 17, 2019  
LIST OF EXHIBITS**

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<b>Minutes</b>	November 12, 2019 Joint Workshop December 3, 2019 Regular Meeting
<b>Warrant Register</b>	November 2019
<b>Exhibit 1</b>	Resolution No. 2019-16, Special Assessments
<b>Exhibit 2</b>	Relocation of Easements
<b>Exhibit 3</b>	City Attorney Legal Services Contract
<b>Exhibit 4</b>	Fire Services



**CITY OF OKEECHOBEE, FLORIDA  
NOVEMBER 12, 2019, CITY COUNCIL AND  
BOARD OF COUNTY COMMISSION JOINT WORKSHOP  
SUMMARY OF DISCUSSION**

**I. CALL TO ORDER/COMMENCEMENT**

Okeechobee County Commission Chairperson Terry Burroughs called the joint workshop to order on Tuesday, November 12, 2019, at 6:00 P.M. held at the Okeechobee County Historic Court House, Room 270, 304 Northwest 2<sup>nd</sup> Street, Okeechobee, Florida 34972. The invocation was offered by Father Shevlin of the Church of Our Saviour. The Pledge of Allegiance was led by Chairperson Burroughs.

**ATTENDANCE**

City: Mayor Dowling R. Watford, Jr., Council Members Wes Abney, Monica Clark, Bob Jarriel, and Bobby Keefe, City Clerk Lane Gamiotea, City Administrator Marcos MontesDeOca, and Fire Chief Herb Smith were present. City Attorney John Cook was absent with consent.

County: Chairperson Burroughs, County Commissioners Bryant Culpepper, Bradley G. Goodbread, Kelly Owens, and David Hazellief, County Attorney Becky Vose, County Administrator Robbie Chartier, County Deputy Clerks Jeff Shain and Paula Poskon were present.

**II. Discuss Fire Services.**

Mayor Watford thanked the County Commission for the use of their meeting facilities and hosting the joint workshop requested by the City Council. The topic is to consider merging the City and County Fire Departments. The primary reason the City Council entertained the idea is strictly financial. The Council and Commissioners were asked to share their individual thoughts, questions, or comments on the subject.

Council Member Jarriel is of the opinion that City expenses could be reduced by the County providing all fire services with a non-ad valorem special assessment being implemented for City properties, just as it is currently done for emergency medical (ambulance) services in the City and County. He asked the County to provide what the assessment amount would be for residential and commercial properties. Once the amount was known, the City would be able to ascertain the amount the millage rate could be reduced without having to fund the fire services through ad valorem revenue. Council Member Clark requested the amount of the assessment as well. However, she also wants to look at all options that would be available, not just for the County to assume the responsibility.

Council Member Abney was in support of the measure that would continue the same level of service the City is currently providing, at the lowest cost to the taxpayers. He, along with Commissioner Goodbread, asked whether it would be prudent to have a consultant provide appropriate information and recommendations to guide both entities. Commissioner Goodbread also asked whether this was an issue that should be provided to the City voters.

Commissioners Owens and Culpepper noted the many financial aspects that would have to be addressed, as well as legal aspects regarding the Union contracts, that both entities have. Council Member Keefe and Commissioner Hazellief were of the opinion that Staff could provide the answers to address the financial and legal aspects. Council Member Keefe added the City spent \$40,000.00 for a consultant in 2017 to provide a report on implementing a fire assessment, that was as far as it went, and he did not want to spend more money in that same manner. Chairperson Burroughs added that while this is a complex matter, he believed it was something that could be provided between both entities' Staff, as everything is driven by numbers. Although consultants have a value by providing an unbiased view.

Mayor Watford suggested the easiest way to approach the issue would be to have the County provide the City with two options; the figures to implement a fire assessment with the County taking over fire services, and an amount the County would charge the City to provide fire services through a contractual agreement.

Chairperson Burroughs then opened the floor for public comments. Pastor Mark McCarter of First Baptist Church of Okeechobee and Pastor Loy Mershermer of the Presbyterian Church asked that small churches and non-profits be taken into consideration should a fire assessment be considered within the City, as they do not have the flexibility and resources as larger ones. Pastor McCarter explained that a former mission started over 40 years ago by First Baptist Church had grown into its own independent church, Cornerstone Baptist (formerly known as 441 North Baptist), but had to close their doors last year. Their Pastor stated one of the primary contributing factors was the fire assessment adopted by the County. It was asked to consider lowering the assessment amount or exempting churches/non-profits (as they are exempted from the emergency medical service assessment).

Joseph Reschetar stated he did not understand calling this a merger, he would call it a "take over." He asked whether the City Firefighters would have a job. Then suggested the decision be put to the voters, and should he have to vote today it would be no.

Mayor Watford announced that both Boards received a letter signed by the Economic Council Executive Director Jennifer Tewksbury and Chairperson Jeff Sumner. He then read the letter into the record: "After thorough research and careful consideration for the welfare of the community, the Economic Council of Okeechobee County fully supports the complete merger of the City and County fire rescue services. This action will save the City (and City residents and taxpayers) an estimated \$600,000.00 to \$1,000,000.00 annually and will result in little to no reduction in services or level of public safety. As you continue in this endeavor, we ask for your continued commitment to the forward progress of our community. Thank you for your service to the people of Okeechobee."

Karen Brass identified herself as a City resident and stated she was blessed to be depended on the punctuality of the City Fire Department when her residence caught on fire. The County could not have gotten there within the time the City responded. There are several older homes in the City. The money is a concern. However, unless it could be shown how realistic the savings would be, she could not see the need in closing a beautifully well-run level of service within a department that is working so well. She also pointed out that historically mergers with the City and County departments have not worked for the betterment of the City residents.

Jarrold Akins identified himself as a City resident and County Firefighter. He asked that when the savings to the City is being looked at, consider what it is going to cost the County to increase the level of service to mirror what is currently provided within the City. He also questioned what the overall benefit will be if costs are increased.

Linda Pearce, a commercial property owner within the City stated her taxes are \$9,000.00 per year. A County fire tax would cause her to have to increase her rent, which will result in lost tenants. Small businesses are struggling. If they cannot afford the rent what will happen to them. She closed with asking the City Council "if you get rid of the City Fire Department, then why not the entire City, why not your jobs?"

Mack "Hoot" Worley, City property and business owner, expressed his appreciation to both entities for holding the workshop. The Economic Council does not have a bone to pick with the City Fire Department. The City needs to ask the County to take over the City fire services. If the City can save \$600,000.00 to \$1,000,000.00 that money could be used to pave streets or lower the millage rate. There is not an economic scale to compare the issue to, it was the same when Walmart first came here. Yes, it caused some businesses to close. Regarding hiring a consultant, he suggested the numbers provided by the Economic Council was enough and done in an unbiased way. It is incumbent on the City Council to make this decision.

Daniel Ciorrocco identified himself as a County Firefighter stating he has listened to people within the community discuss this issue. Some are fearful and worried about their loss of care or increasing costs; that fear is understandable. The City and County Firefighters can do their jobs, we love our jobs, and we do not do them to be millionaires. There is concern about the careers of the personnel at the City should this merger happen. It has been said that only 50 percent of the current staff could be provided a position at the County. Should anyone lose their jobs over this, that will be real fear, fear to not be able to put a roof over our children's heads and food on the table. He asked that caring for the City personnel be made a priority.

**County Fire Chief Franklin was instructed to provide the information to the City's questions to the County Commissioners at the November 26, 2019, meeting. Once the Commissioners have an opportunity to review this information it will be decided whether it is ready to be forwarded to the City Council or needs more content.** Once the information is reviewed by the County and forwarded to the City Council, scheduling a second workshop would then be discussed.

Commissioner Culpepper requested that County Administrator Chartier also provide what the costs would be to purchase one ambulance and hire six paramedics, stating he owed it to the County to look at that option for the City to do their own emergency medical services and assess the costs by incident. That option could prove to be better.

- III. There being no further items on the agenda, Chairperson Burroughs adjourned the workshop at 7:16 P.M.

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Dowling R. Watford, Jr., Mayor

ATTEST:

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Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, 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. City Clerk media are for the sole purpose of backup for official records of the Clerk.





**CITY OF OKEECHOBEE, FLORIDA  
DECEMBER 3, 2019, REGULAR CITY COUNCIL MEETING  
SUMMARY OF COUNCIL ACTION**

**I. CALL TO ORDER**

Mayor Watford called the regular session of the City Council for the City of Okeechobee to order on Tuesday, December 3, 2019, at 6:28 P.M. in the City Council Chambers, 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida.

- A.** The invocation was offered by Pastor Don Hanna of the First United Methodist Church.
- B.** The Pledge of Allegiance was led by Mayor Watford.

**II. ATTENDANCE**

City Clerk Lane Gamiotea called the roll. Mayor Dowling R. Watford, Jr., Council Members Wes Abney, Monica Clark, Bob Jarriel, and Bobby Keefe were present.

CITY STAFF: City Administrator Marcos MontesDeOca, Police Chief Bob Peterson, Fire Chief Herb Smith, Public Works Director David Allen, and Deputy City Clerk Bobbie Jenkins were present. City Attorney John Cook was absent with consent.

**III. AGENDA AND PUBLIC COMMENTS**

- A.** There was one request for the addition, deferral, or withdrawal of items. New Business Item "D. Discussion of fire services" was added at the request of Council Member Jarriel.
- B.** There were no agenda item forms or comment cards submitted for public participation for any issues not on the agenda.

**IV. CONSENT AGENDA**

Motion by Council Member Abney to approve the consent agenda items **A** through **D** [approve the November 19, 2019, minutes; approve the appointment of Mrs. Donna Howard to the General Employees' Pension Fund Board of Trustees, City resident 1 of 2, term being January 1, 2020 to December 31, 2023; approve the appointment of Mr. Cody Daigneault to the Police Officers' Pension Fund Board of Trustees, City resident 1 of 2, term being December 4, 2019 to September 30, 2021; approve a Temporary Street Closing for the Christmas Festival and Parade on December 13 and 14, 2019]; seconded by Council Member Keefe.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

**V. NEW BUSINESS**

- A.** Motion by Council Member Clark to approve foreclosure proceedings on Code Enforcement Case No. 18-024, 502 Southeast 10<sup>th</sup> Avenue, Legal: Lots 1, 4, and the East half of Alley of Block 5, WRIGHTS 1<sup>ST</sup> ADDITION, Plat Book 1, Page 13, Okeechobee County public records; Case No. 18-043, 914 Northwest 2<sup>nd</sup> Street, Legal: Lot 17 and the East half of Lot 16 of Block 132, CITY OF OKEECHOBEE, Plat Book 1, Page 10, Okeechobee County public records; and Case No. 08-173, 700 block of Southeast 12<sup>th</sup> Avenue, Legal: Lots 9 and 12 of Block 15, WRIGHTS 1<sup>ST</sup> ADDITION, Plat Book 1, Page 13, Okeechobee County public records as presented in Exhibit 4; seconded by Council Member Keefe.

Police Chief Peterson explained Code Enforcement has come to an impasse with these property owners and all options have been exhausted. The Cases were presented to the Code Enforcement Special Magistrate on November 12, 2019. Magistrate Azcona is recommending foreclosure. Case No. 18-024 began accruing a fine of \$50.00 per month on November 1, 2018, remains non-compliant, and has accrued \$1,550.00 in fines as of October 31, 2019. Case No. 18-043 is currently accruing a fine of \$25.00 per day, remains non-compliant, and has accrued \$3,225.00 in fines as of October 31, 2019. Case No. 08-173 came into compliance April 20, 2009, but the accrued fine of \$900.00 remains unpaid.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

**V. NEW BUSINESS CONTINUED**

- B.** Police Chief Peterson distributed a memorandum that explained Code Enforcement is recommending a reduction to 10 percent of the accrued fine per Case. The properties were brought into compliance on January 22, 2019, by the new property owner, Mr. Emiliano Garcia, represented by Mr. Kennedy (who was in attendance).

Motion by Council Member Clark to approve the Code Enforcement Special Magistrate recommended fine reductions for Code Enforcement Case No. 18-008, 302 Northeast 7<sup>th</sup> Street, Legal: Lots 5 and 6 of Block 79, CITY OF OKEECHOBEE, Plat Books 1/5, Pages 10/5, Okeechobee County public records, from \$3,555.00 to \$355.00; and Case No. 18-009, 309 Northeast 6<sup>th</sup> Street, Legal: Lots 7 and 8 of Block 79, CITY OF OKEECHOBEE, Plat Books 1/5, Pages 10/5, Okeechobee County public records, from \$3,555.00 to \$355.00 as presented in Exhibit 5; seconded by Council Member Jarriel.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

- C.** Evaluate submittals of Request for Qualifications (RFQ) No. ADM 01-00-10-19 and Request for Proposals (RFP) No. ADM 02-00-10-19.

Administrator MontesDeOca stated due to the incomplete information submitted by the Firm of Nason, Yeager, Gerson, Harris & Fumero, P.A. for the RFP, it was disqualified. Two Firms responded to the RFQ: Nason, Yeager, Gerson, Harris & Fumero, P.A. of Palm Beach Gardens, Florida, and Swaine, Harris & Wohl, P.A. of Lake Placid, Florida.

Attorney Cook provided an evaluation summary on both Firms based solely on the information received and contained in the RFQ. The Firm of Nason, Yeager, Gerson, Harris & Fumero, P.A. will provide three attorneys (Fumero, Rice, and Kowalsky). Their government experience includes the City of Port Saint Lucie and the South Florida Water Management District. Their areas of expertise consist of code enforcement, public finance, land use/zoning, grant submission, labor/employment, and public records. Attorney Fumero has over 30 years of experience and is certified with the Florida Bar; Attorney Rice has an undergraduate degree in planning and land use, and has worked as a City Attorney in seven cities; Attorney Kowalsky has 30 years of experience, with 15 years as counsel for the South Florida Water Management District. Supplied in the RFQ were invoices billing \$295.00 per hour for all attorneys and \$90.00 per hour for paralegals.

The Firm of Swaine, Harris & Wohl, P.A. will provide three attorneys (Nash, Swain, Wohl, and Harris as backup to Nash). Their government experience includes the Cities of Lake Placid, Sebring, and Arcadia. The areas of expertise were not specified. Attorney Harris has 39 years of experience; Attorney Nash has eight years of experience; Attorney Swain has 18 years of experience; and Attorney Wohl has 15 years of experience. Supplied in the RFQ were invoices billing \$195.00 per hour for Attorney Harris, \$175.00 per hour for Attorneys Nash, Swain, and Wohl, and \$85.00 per hour for paralegals.

After a lengthy discussion, **Council Member Keefe made a motion to direct the Administrator to begin contract negotiations with both Firms, and present them for consideration at the December 17, 2019, meeting; seconded by Council Member Jarriel.**

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

- D.** Council Member Jarriel requested the discussion of fire services be added to the agenda. Mayor Watford expressed concerns with adding such an important matter to the agenda without the public being noticed and given the opportunity to attend. He suggested the comments be brief.

Council Member Jarriel was disappointed by the way the information was discussed at the Board of County Commissioners meeting held November 26, 2019, as he was of the understanding that the costs were to be related to taking over the fire services in the City, not contracting the service to the City.

**V. NEW BUSINESS CONTINUED**

- D.** Mayor Watford agreed and stated there are a lot of unknowns, with numerous unanswered questions. The primary question is whether the City wants to contract with the County to provide the fire services or should the County take the services over completely. He is concerned a contract would be more costly in the long-term as the Council would lose control of expenses. He then used the example of the current contracted animal control services with the County. The next question is sale the City's equipment to the County or give it to them. Council Members Jarriel and Keefe were strongly against selling the equipment to the County as the taxpayers have already paid for the equipment once.

Council Member Keefe requested comments from Fire Chief Smith before the discussion continued. Chief Smith urged the Council to check State Law and City Ordinances/Charter as there may be a legal obligation for the City to provide fire services to the citizens. Council Member Keefe added should the City keep the fire services then a fire assessment will have to be adopted in order to pay for these services other than by ad valorem taxes. He also suggested, and all agreed, that any current Firefighter/EMT who would want to attend the next Paramedic certification class in January be allowed to do so and the City cover the costs. This will assist them in being hired, should the fire services be turned over to the County. County Fire Chief Franklin made it clear during his November 26, 2019, presentation that only six new hires would be necessary, and all would need to be Paramedics to qualify.

Due to the number of variables involved, Council Member Clark requested the City consider using a professional consultant to provide the Council with unbiased opinions, information, and guidance on making any decisions, and one that could negotiate on the City's behalf. Council Member Abney agreed. He also asked whether the County provided any questions in writing to the City. Mayor Watford responded no, only verbal.

After continued discussion, **the Council instructed the Administrator to request the County provide in writing a list of what questions the City Council needs to answer, and to research consultant firms with proposed costs. This information is to be presented at the December 17, 2019, meeting.** During the discussion, several Council Members stated they still had too many unanswered questions. Mayor Watford, again, stressed that any questions be reduced to writing and provided to the Administrator in order for him to obtain a response in writing from the appropriate source.

**VI. COUNCIL COMMENTS**

Council Member Jarriel reminded everyone that the Flagler Park Flag dedication is December 12, 2019, and the Christmas parade is December 14, 2019. Council Member Keefe commended Staff for their work on the Christmas decorations in the park, and he truly enjoyed the Mayor's inspirational speech at the annual Tree Lighting held at 5:30 P.M., before tonight's meeting.

Council Member Clark requested that the street paving schedules be included in the monthly status report. She also invited everyone to a Christmas Special her family is performing on December 13 and 14, 2019, at the Freshman Campus Auditorium with all proceeds benefiting the Okeechobee Community Theatre. Tickets can be purchased online or on location at each show. Council Member Abney requested a monthly update of capital improvement projects be included in the monthly status report.

- VII.** There being no further items on the agenda, Mayor Watford adjourned the meeting at 7:29 P.M. The next regular meeting is scheduled for December 17, 2019, at 6:00 P.M.

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Dowling R. Watford, Jr., Mayor

ATTEST:

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Lane Gamiotea, CMC, City Clerk

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**City of Okeechobee  
Check Register**

Check Dates 11/01/19 thru 11/30/19, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
40586	11/06/19	122,515.45	PAYR	City Of Okeechobee Payroll Account	
40587	11/06/19	4,416.84	JOHN	John R. Cook	
40588	11/07/19	100.00	ASBE	Ashton Benet	
40589	11/07/19	87.73	BOA4	Bank of America - 0752 fka 9846 FD	
40590	11/07/19	1,788.04	BOAPW	Bank of America - 2303 fka 9233 PW	
40591	11/07/19	2,983.07	BOAADMIN	Bank of America - 2709 fka 0257 Admin	
40592	11/07/19	1,111.88	BOA2	Bank of America - 8540	
40593	11/07/19	18.90	CL - LD	CenturyLink	
40594	11/07/19	48.93	COMCAST	Comcast	
40595	11/07/19	107.61	COMCAST	Comcast	
40596	11/07/19	94.59	FPU	Florida Public Utilities	
40597	11/07/19	91.00	HODG	Glenn Hodges	
40598	11/07/19	259.47	HAYT	Hayt, Hayt & Landau	
40599	11/07/19	467.65	STATE FL	State of Florida Disbursement Unit	
40600	11/07/19	200.00	THOMAS	Thomas Ardito	
40601	11/18/19	49.01	ADVANCE	Advance Auto Parts	
40602	11/18/19	86.39	ALLI	Allied 100 LLC	
40603	11/18/19	656.29	AVENU	Avenu	
40604	11/18/19	227.58	CTFS	CIT Technology Finance Service, Inc.	
40605	11/18/19	39.25	CTFS	CIT Technology Finance Service, Inc.	
40606	11/18/19	3,400.00	CRI	Carr, Riggs & Ingram, LLC	
40607	11/18/19	239.53	CITY	City Electric Supply Co.	
40608	11/18/19	138.04	COMCAST	Comcast	
40609	11/18/19	680.15	CII	Communications International, Inc.	
40610	11/18/19	45.81	EFEC	Everglades Farm Equip. Co., Inc.	
40611	11/18/19	2,576.40	FEINTL	Federal Eastern International, Inc.	
40612	11/18/19	400.00	FITN	Fitness Factory	
40613	11/18/19	429.19	GALL	GALLS, LLC	
40614	11/18/19	69.54	GILOUT	Gilbert Outdoors	
40615	11/18/19	792.00	HARRIS	Harris Corporation	
40616	11/18/19	2,310.26	HOME	Home Depot Credit Services	
40617	11/18/19	84.99	ICS	ICS Computers Inc.	
40618	11/18/19	5,184.50	LARU	LaRue Planning & Mngmnt Services, Inc.	
40619	11/18/19	1,450.59	LAWM	Lawmen's & Shooters' Supply, Inc.	
40620	11/18/19	577.13	MCKESSON	McKesson Medical-Surgical Government	
40621	11/18/19	600.00	MAPA	Michael Adelberg, PA	
40622	11/18/19	275.00	MCC	Municipal Code Corporation	
40623	11/18/19	37.98	NEXA	NexAir, LLC	
40624	11/18/19	14.96	OREI	O'Reilly Auto Parts	
40625	11/18/19	26,973.30	OKCO	Okeechobee County - BOCC	
40626	11/18/19	50,000.00	ECONOM	Okeechobee County Economic Development	
40627	11/18/19	62,511.33	PRMG1	PRM - Health Insurance	
40628	11/18/19	2,399.81	PRMG3	PRM - Life, LTD & STD	
40629	11/18/19	1,733.17	PRMG3	PRM - Life, LTD & STD	
40630	11/18/19	2,024.78	PRMG2	PRM - Vision & Dental	
40631	11/18/19	161.21	SPI	Safety Products Inc.	
40632	11/18/19	1,811.28	SQC	Scott's Quality Cleaning	
40633	11/18/19	14.90	STLC	St. Lucie Battery & Tire	
40634	11/18/19	30.00	SUP	Superior Water Works, Inc.	

**City of Okeechobee  
Check Register**

Check Dates 11/01/19 thru 11/30/19, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
40635	11/18/19	190.39	SUPP	Supplyline	
40636	11/18/19	102.09	TAYR	Taylor Rental - Okeechobee	
40637	11/18/19	162.42	TESO	Tech Source	
40638	11/18/19	31.37	TUPS	The UPS Store #5684	
40639	11/18/19	258.00	THRE	Thread Works Embroidery, LLC	
40640	11/18/19	326.26	TIZO	Tire Zone of Okeechobee, Inc.	
40641	11/18/19	50.00	TRANSU	TransUnion Risk & Alternative Data	
40642	11/18/19	45.00	TCMA	Treasure Coast Medical Associates	
40643	11/18/19	738.72	TCN	Treasure Coast Newspapers	
40644	11/18/19	64.00	TYLAN	Tylander's Office Solutions	
40645	11/18/19	1,000.00	POST	US Postal SVC/Neopost Postage On Call	
40646	11/18/19	384.23	UNFC	UniFirst Corp	
40647	11/18/19	360.70	VERI	Verizon Wireless	
40648	11/18/19	74.93	W&WL	W & W Lumber Company of Okeechobee	
40649	11/18/19	5,250.88	WEXB	WEX Bank	
40650	11/20/19	132,138.01	PAYR	City Of Okeechobee Payroll Account	
40651	11/21/19	200.00	ASBE	Ashton Benet	
40652	11/21/19	118.49	CTFS	CIT Technology Finance Service, Inc.	
40653	11/21/19	133.04	COMCAST	Comcast	
40654	11/21/19	259.47	HAYT	Hayt, Hayt & Landau	
40655	11/21/19	200.00	JONA	Jonatan Morraz	
40656	11/21/19	400.00	MD	Mark Dupree	
40657	11/21/19	1,347.40	OUA	Okeechobee Utility Authority	
40658	11/21/19	174.28	SPRINT	Sprint	
40659	11/21/19	467.65	STATE FL	State of Florida Disbursement Unit	
40660	11/21/19	200.00	THOMAS	Thomas Ardito	
40661	11/21/19	2,656.00	TCMA	Treasure Coast Medical Associates	
40662	11/21/19	400.00	TRNE	Trevor Nelson	
40663	11/27/19	23.27	ADVANCE	Advance Auto Parts	
40664	11/27/19	572.92	AFLAC	American Family Life Assurance Co.	
40665	11/27/19	60.00	APEXPCI	Apex Pest Control, Inc.	
40666	11/27/19	283.14	AUTO SUP	Auto Supply of Okeechobee, Inc.	
40667	11/27/19	1,773.30	CASGSLLC	CAS Governmental Services, LLC	
40669	11/27/19	172.13	CTFS	CIT Technology Finance Service, Inc.	
40670	11/27/19	1,800.00	CRI	Carr, Riggs & Ingram, LLC	
40671	11/27/19	2,184.60	CL LOCAL	CenturyLink	
40672	11/27/19	19.19	CITY	City Electric Supply Co.	
40673	11/27/19	17.00	DACO	David Cortez	
40674	11/27/19	50.00	DAWN	Dawn Hoover	
40675	11/27/19	35.00	DOUG	Douglas McCoy	
40676	11/27/19	171.41	EMCN	EMC National Life Company	
40677	11/27/19	227.00	ECHOP	Echols Plumbing & Air Conditioning, LLC	
40678	11/27/19	924.50	FLBU	Florida Bullet, Inc.	
40679	11/27/19	2,602.06	FPL	Florida Power & Light Company	
40680	11/27/19	1,200.56	GATEHOU	GateHouse West Palm Beach	
40681	11/27/19	20.00	HPC	Highland Pest Control	
40682	11/27/19	5,200.00	JCNEW	JC Newell Const. Inspect. Services, Inc.	
40683	11/27/19	35.00	JAMESSHA	James Shaw	
40684	11/27/19	3,966.84	JOHN	John R. Cook	

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Check Register**

Check Dates 11/01/19 thru 11/30/19, Cash Account 001-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
40685	11/27/19	79.01	KYOCERA	KYOCERA Document Solutions Southeast	
40686	11/27/19	35.00	KARB	Karyne Brass	
40687	11/27/19	61.80	LEGAL SH	LegalShield	
40688	11/27/19	238.41	LIBERTY	Liberty National Life Ins. Co.	
40689	11/27/19	35.00	MLJ	Mac L Jonassaint	
40690	11/27/19	8.99	OREI	O'Reilly Auto Parts	
40691	11/27/19	164.00	OKEE	Okeechobee A/C & Ref., Inc.	
40692	11/27/19	39.99	OKAR	Okeechobee Army Surplus	
40693	11/27/19	10,661.04	OKCO	Okeechobee County - BOCC	
40694	11/27/19	2,879.14	OKEENEWS	Okeechobee News c/o Independent Newspaper	
40695	11/27/19	555.00	POMA	Policy Managers	
40696	11/27/19	148.04	PF&PO	Prof. Firefighters & Paramedics of Okee	
40697	11/27/19	37.40	RABON	Rabon's Country Feed	
40698	11/27/19	35.00	RICHARD C	Richard Chartier	
40699	11/27/19	38.91	SPI	Safety Products Inc.	
40700	11/27/19	11,569.76	SATC	Salem Trust Company	
40701	11/27/19	2,345.09	SATC	Salem Trust Company	
40702	11/27/19	30.00	SELECTSH	Select Shred	
40703	11/27/19	466.81	SFPL	Sirchie Finger Print Laboratories	
40704	11/27/19	215.00	SONIC	SonicWall	
40705	11/27/19	361.40	SUPP	Supplyline	
40706	11/27/19	175.00	TAYR	Taylor Rental - Okeechobee	
40707	11/27/19	872.84	TEN-	Ten-8 Fire Equipment, Inc.	
40708	11/27/19	635.01	THE NEWS S	The News-Sun	
40709	11/27/19	78.16	TR	Thomson Reuters	
40710	11/27/19	291.00	THRE	Thread Works Embroidery, LLC	
40711	11/27/19	979.99	TIZO	Tire Zone of Okeechobee, Inc.	
40712	11/27/19	2,518.28	TRI W	Triple W Airboats, Inc.	
40713	11/27/19	155.43	ULIN	ULINE	
40714	11/27/19	30.00	UNWA	United Way	
40715	11/27/19	1,820.00	VANT ICM	Vantage Transfer Agents - 457	
40716	11/27/19	43.69	W&WL	W & W Lumber Company of Okeechobee	
40717	11/27/19	235.60	WALMART	Walmart Community/GE CRB	
40718	11/27/19	85.44	CTFS	CIT Technology Finance Service, Inc.	
Total Printed			132	Checks	509,312.01

Run: 12/05/19  
2:19PM

Page: 1

**City of Okeechobee**  
**Check Register**

Check Dates 11/01/19 thru 11/30/19, Cash Account 301-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
3113	11/07/19	895.32	BOAPW	Bank of America - 2303 fka 9233 PW	
3114	11/18/19	908.12	CWROBERT	CW Roberts Contracting, Inc.	
3115	11/18/19	62.15	CITY	City Electric Supply Co.	
3116	11/18/19	4,716.18	FPL	Florida Power & Light Company	
3117	11/18/19	304.63	HOME	Home Depot Credit Services	
3118	11/18/19	2,650.00	JMCL	JMC Landscaping Services, Inc.	
3119	11/18/19	1,185.00	KWTR	KW Tree Service	
3120	11/18/19	92.30	W&WL	W & W Lumber Company of Okeechobee	
3121	11/18/19	330.00	WFS	Walpole Feed & Supply	
3122	11/27/19	2,148.93	CWROBERT	CW Roberts Contracting, Inc.	
3123	11/27/19	150.00	COCO	Coco Sod Farms	
3124	11/27/19	6,639.30	FERG	Ferguson Enterprises, Inc.	
3125	11/27/19	9,285.00	JMCL	JMC Landscaping Services, Inc.	
3126	11/27/19	6,550.00	TAYLORLA	Taylor Land Development	
3127	11/27/19	519.95	TAYR	Taylor Rental - Okeechobee	
3128	11/27/19	369.09	W&WL	W & W Lumber Company of Okeechobee	
Total Printed			16	Checks	36,805.97

Run: 12/05/19  
2:20PM

**City of Okeechobee**  
**Check Register**

Page: 1

Check Dates 11/01/19 thru 11/30/19, Cash Account 304-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
1754	11/18/19	14,999.00	BYO	BYO Recreation	
1755	11/27/19	1,439.00	AXEN	Axon Enterprise, Inc.	
1756	11/27/19	2,800.00	STPI	Sweat Trucking & Paving, Inc.	
Total Printed			3	Checks	19,238.00



Run: 12/05/19  
2:20PM

**City of Okeechobee**  
**Check Register**

Page: 1

Check Dates 11/01/19 thru 11/30/19, Cash Account 601-101.2100 only, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voided
253	11/18/19	150.00	BMJTOWINBMJ	Towing	
Total Printed			1	Checks	150.00

## RESOLUTION NO. 2019-16

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ADOPTING THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS PURSUANT TO SECTION 197.3632, FLORIDA STATUTES FOR DRAINAGE, ROAD IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO ROADSIDE DITCHES, SWALES, CULVERTS, AND SIDEWALKS, STREET LIGHTING, STREET RESURFACING, CANAL OR DITCH CLEANING AND MAINTENANCE, FIRE PROTECTION SERVICES AND FACILITIES, STORMWATER TREATMENT, MOSQUITO CONTROL, THE ABATEMENT OF NUISANCES AS DESCRIBED IN CHAPTER 30, SECTIONS 30-31 TO 30-46, OF THE CITY CODE OF ORDINANCES AND CHAPTER 60 FLORIDA STATUTES, AT CERTAIN PROPERTIES, INCLUDING BUT NOT LIMITED TO, THE COST OF ABATING OF NUISANCES AS PROVIDED IN THE AFOREMENTIONED SECTIONS OF THE CITY CODE AND FLORIDA STATUTES AS AMENDED FROM TIME TO TIME, WITHIN THE INCORPORATED AREA OF THE CITY OF OKEECHOBEE, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Okeechobee, Florida (the "City") is contemplating the imposition of special assessments for the provision of the costs of providing drainage, road improvements, including, but not limited to roadside ditches, swales, culverts, and sidewalks, street lighting, street resurfacing, canal or ditch cleaning and maintenance, fire protection services and facilities, stormwater treatment, mosquito control, and the abatement of nuisances as described in Chapter 30, Sections 30-31 to 30-46 of the City Code of Ordinances, and as set forth in Chapter 60 Florida Statutes at certain properties, including but not limited to, the cost of abating of nuisances as provided in the aforementioned sections of the City Code and Florida Statutes, as amended from time to time; and

**WHEREAS**, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing drainage, road improvements, including, but not limited to roadside ditches, swales and sidewalks, street lighting, street resurfacing, culverts, canal cleaning and canal maintenance, ditch cleaning, fire protection services and facilities, stormwater treatment, and mosquito control, and the abatement of nuisances as described in Chapter 30, Sections 30-31 to 30-46 of the City Code of Ordinances, and Chapter 60 Florida Statutes, at certain properties, including but not limited to, the cost of abating of nuisances as provided in the aforesaid codes and statutes, as amended from time to time, to property within the incorporated area of the City as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing on October 1, 2020, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, the City duly advertised and held a Public Hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

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

**SECTION 1:** Commencing with the Fiscal Year beginning on October 1, 2020, and with the tax statement mailed for such Fiscal Year, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing drainage, road improvements, including, but not limited to roadside ditches, swales, culverts, and sidewalks, street lighting, street resurfacing, canal or ditch cleaning and maintenance, fire protection services, stormwater treatment, mosquito control, and the abatement of nuisances as described in Chapter 30, Sections 30-31 to 30-46 of the City Code of Ordinances, and Chapter 60 Florida Statutes, at certain properties, including but not limited to, the cost of abating of nuisances as provided in Sections 30-31 to 30-46, and Chapter 60 Florida Statutes, as amended from time to time. Such non-ad valorem assessments shall be levied within the entire incorporated area of the City.

**SECTION 2:** The City of Okeechobee shall, at least 20 days prior to a Public Hearing adopting a non-ad valorem assessment roll and an ordinance creating and establishing this non-ad valorem method of collection, provide notice by first class mail, and publication, to each person owning property subject to the assessment, describing the effect of such an ordinance as set forth in Florida Statute Chapter 197.3632(4)(b), and that each property owners right to file objections with the City Council to the adoption of such ordinance within 20 days of such notice.

**SECTION 3:** That the legal description to the boundary within which real property will be subject to this non-ad valorem assessment is attached hereto as Exhibit B.

- SECTION 4:** Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Okeechobee County Tax Collector, and the Okeechobee County Property Appraiser by January 10, 2020.
- SECTION 5:** Conflict. All Resolution or parts of Resolutions in conflict herewith are hereby repealed.
- SECTION 6:** Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.
- SECTION 7:** Effective Date. This Resolution shall take effect immediately upon adoption.

**INTRODUCED AND ADOPTED** in Regular Session this 17<sup>th</sup> day of December, 2019.

ATTEST:

Lane Gamiotea, CMC, City Clerk

Dowling R. Watford, Jr., Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John R. Cook, City Attorney

**RESOLUTION NO. 2019-16  
EXHIBIT A**

**Proof of Publication**

The following is a copy of the advertisement being published on November 22, November 29, December 6, and December 13, 2019. The publication affidavit will be inserted upon receipt:

**CITY OF OKEECHOBEE, FL  
NOTICE OF INTENT TO USE UNIFORM METHOD OF  
COLLECTING NON-AD VALOREM ASSESSMENTS**

The City of Okeechobee, Florida ("City") hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessment to be levied within the incorporated area of the City, for the cost of providing any or all of the following services: drainage, road improvements, including but not limited to roadside ditches, swales, culverts, and sidewalks, street lighting, street resurfacing, canal or ditch cleaning and maintenance, fire protection services and facilities, storm water treatment and mosquito control, the abatement of nuisances as described in Chapter 30, Sections 30-31 to 30-46 of the City Code of Ordinances and Chapter 60, Florida Statutes, at certain properties, including but not limited to, the cost of abating of nuisances as provided in the aforementioned sections of the City Code and Florida Statute, as amended from time to time, commencing for the fiscal year beginning on October 1, 2020. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by Section 197.3632, Florida Statutes, at a **Public Hearing** to be held on **Tuesday, December 17, 2019, at 6:00 P.M.** in the Council Chambers, at **City Hall, 55 SE 3rd Avenue, Room 200, Okeechobee, Florida**. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Office of the City Clerk of Okeechobee, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision made by the City Council with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk's Office no later than seven days prior to proceeding, 863-763-3372; IF YOU ARE HEARING IMPAIRED CALL 1-800-955-8771; IF YOU ARE VOICE IMPAIRED CALL 1-800-955-8770.

**BE ADVISED** that should you intend to show any document, picture, video or items to the City Council in support or opposition of this matter, a copy of the document, picture, video, or item **MUST** be provided at the proceeding to the City Clerk for the City's records.

**RESOLUTION NO. 2019-16**  
**EXHIBIT B**

**Legal Description to the boundary of the City of Okeechobee, Florida:**

THE TERRITORIAL BOUNDARIES OF THE CITY OF OKEECHOBEE, FLORIDA, AS TODAY'S DATE ARE AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 37 SOUTH, RANGE 35 EAST, AND THEN RUN SOUTH TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, THEN RUN WEST ALONG THE SECTION LINE DIVIDING SECTIONS 22 AND 27 AND 21 AND 28, TO THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST, THEN RUN NORTH ALONG THE SECTION LINE DIVIDING SECTIONS 20 AND 21 AND 16 AND 17 TO THE NORTHWEST CORNER OF SECTION 16 IN TOWNSHIP 37 SOUTH, RANGE 35 EAST, THEN RUN EAST ALONG SECTION LINE DIVIDING SECTION 9 AND 16 AND 10 AND 15 TO POINT OF BEGINNING;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 37 SOUTH OF RANGE 35 EAST AND THEN RUN SOUTH TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 SOUTH OF RANGE 35 EAST, THEN RUN WEST TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 37 SOUTH OF RANGE 35 EAST AND THEN RUN NORTH TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 SOUTH OF RANGE 35 EAST, AND THEN RUN EAST TO POINT OF BEGINNING;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 37 SOUTH, RANGE 35 EAST AND BEAR NORTH ALONG THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 325.12 FEET TO THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 207, PAGE 177, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THEN BEAR SOUTH 89°59'53" WEST ALONG THE SOUTH BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 207, PAGE 177, A DISTANCE OF 351.67 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 15 (A/K/A PARROTT AVENUE); THEN BEAR SOUTH 00°00'07" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 301.12 FEET; THEN BEAR NORTH 89°52'43" EAST ALONG SAID ROAD RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET; THEN BEAR SOUTH 00°00'07" EAST ALONG SAID ROAD RIGHT-OF-WAY LINE A DISTANCE OF 24.69 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9; THEN BEAR NORTH 89°52'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 331.66 FEET TO THE POINT OF BEGINNING. ALSO: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 37 SOUTH, RANGE 35 EAST AND BEAR NORTH ALONG THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 325.12 FEET TO A POINT ON THE SOUTH BOUNDARY OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 207, PAGE 177; THEN BEAR NORTH 89°59'53" EAST A DISTANCE OF 448.33 FEET ALONG THE SOUTH BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 207, PAGE 177; THEN BEAR SOUTH 00°00'07" EAST ALONG THE EXTENSION OF THE EAST BOUNDARY OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS OF BOOK 207, PAGE 177, A DISTANCE OF 321.60 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10; THEN BEAR SOUTH 89°32'54" WEST A DISTANCE OF 448.36 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 37 SOUTH, RANGE 35 EAST; ADOPTED ON JUNE 6, 1983 BY ORDINANCE NO. 486 RECORDED IN OFFICIAL RECORD BOOK 284 PAGES 372-373, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: LOT 6 AND THE SOUTH HALF OF LOT 5 OF BLOCK 44; LOTS 14 THROUGH 16, INCLUSIVE OF BLOCK 45; LOTS 11 THROUGH 16, INCLUSIVE OF BLOCK 52; LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 53; LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 68; LOTS 11 THROUGH 16, INCLUSIVE OF BLOCK 69; LOTS 11 THROUGH 16, INCLUSIVE OF BLOCK 76 AND LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 77 ALL LOCATED IN CONNER'S HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 21, OFFICIAL RECORDS OF OKEECHOBEE COUNTY; ADOPTED ON AUGUST 1, 1983 BY ORDINANCE NO. 489 RECORDED IN OFFICIAL RECORD BOOK 256 PAGE 991, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: LOTS 17 THROUGH 26, INCLUSIVE OF BLOCK 52 AND LOTS 1 THROUGH 10, INCLUSIVE OF BLOCK 69 ALL LOCATED IN CONNER'S HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 21 OFFICIAL RECORDS OF OKEECHOBEE COUNTY; ADOPTED ON DECEMBER 10, 1984 BY ORDINANCE NO. 526 RECORDED IN OFFICIAL RECORD BOOK 275 PAGE 1231, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: LOTS 1 THROUGH 6, INCLUSIVE AND 8 THROUGH 10, INCLUSIVE OF BLOCK 76; LOTS 17 THROUGH 26, INCLUSIVE OF BLOCK 69 ALL LOCATED IN CONNER'S HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 21 OFFICIAL RECORDS OF OKEECHOBEE COUNTY; ADOPTED ON NOVEMBER 19, 1985 BY ORDINANCE NO. 563 RECORDED IN OFFICIAL RECORD BOOK 280 PAGE 921, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: LOTS 1 THROUGH 10, INCLUSIVE OF BLOCK 52; AND LOTS 17 THROUGH 26, INCLUSIVE OF BLOCK 45 ALL LOCATED IN CONNER'S HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 21 OFFICIAL RECORDS OF OKEECHOBEE COUNTY; ADOPTED ON DECEMBER 2, 1986 BY ORDINANCE NO. 583 RECORDED IN OFFICIAL RECORD BOOK 283 PAGE 790, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: PARCEL "C": SOUTH ONE-HALF OF SOUTHWEST ONE-QUARTER OF NORTHWEST ONE-QUARTER OF NORTHWEST ONE-QUARTER. LYING IN SECTION 27, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA; ADOPTED ON JANUARY 20, 1987 BY ORDINANCE NO. 587 RECORDED IN OFFICIAL RECORD BOOK 284 PAGE 374, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: LOT 7 OF BLOCK 76 LOCATED IN CONNER'S HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 21 OFFICIAL RECORDS OF OKEECHOBEE COUNTY; ADOPTED ON SEPTEMBER 5, 1989 BY ORDINANCE NO. 613 RECORDED IN OFFICIAL RECORD BOOK 307 PAGES 220-221, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: PARCEL I-THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; TOGETHER WITH THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER LYING NORTH AND EAST OF TAYLOR CREEK; ALSO THE WEST 176 FEET OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, LESS PLAT OF THE SECOND ADDITION OF OKEECHOBEE ESTATES, ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHEAST CORNER OF LOT NO. 14, OKEECHOBEE ESTATES, ACCORDING TO RE-PLAT OF LOTS 1 TO 14 OF OKEECHOBEE ESTATES, AS RECORDED IN PLAT BOOK 3, PAGE 55, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, THEN RUN SOUTH 00°22'24" EAST FOR A DISTANCE OF 55 FEET, THEN NORTH 89°37'36" WEST A DISTANCE OF 55 FEET MORE OR LESS TO TAYLOR CREEK, THEN NORTHWESTERLY ALONG THE BOUNDARIES OF TAYLOR CREEK TO A POINT OF AN EXTENDED LINE PARALLEL TO THE SOUTH LINE OF HEREIN DESCRIBED TRACT THEN SOUTH 89°37'36" EAST FOR A DISTANCE OF 100 FEET, MORE OR LESS, TO POINT OF BEGINNING. ALL BEING IN SECTION 27, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA. PARCEL V-NORTHEAST QUARTER OF NORTHEAST QUARTER; EAST HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER LESS AND EXCEPT THE WEST 176.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER ALL BEING IN SECTION 27, TOWNSHIP 37 SOUTH, RANGE 35 EAST; ADOPTED ON OCTOBER 3, 1989 BY ORDINANCE NO. 616 RECORDED IN OFFICIAL RECORD BOOK 307 PAGES 1405-1406, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: PARCEL VI-THAT PART OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF NORTHEAST QUARTER LYING NORTH AND EAST OF TAYLOR CREEK; THAT PART OF THE SOUTH HALF OF NORTHEAST QUARTER LYING NORTH AND EAST OF TAYLOR CREEK; THAT PART OF THE NORTH HALF OF SOUTHEAST QUARTER LYING NORTH OF TAYLOR CREEK, ALL BEING IN SECTION 27, TOWNSHIP 37 SOUTH, RANGE 35 EAST; ADOPTED ON JANUARY 2, 1990 BY ORDINANCE NO. 622 RECORDED IN OFFICIAL RECORD BOOK 310 PAGE 480, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

AND IN ADDITION TO THE BOUNDARIES SET OUT ABOVE THE FURTHER AND ADDITIONAL TERRITORY BOUNDED AS FOLLOWS: ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTIONS 27 AND 28, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, AS SHOWN ON THE ORIGINAL GOVERNMENT LAND OFFICE (G.L.O.) TOWNSHIP PLAT AND AS APPROVED BY THE SURVEYOR GENERAL ON SEPTEMBER 29, 1903. ALL OF WHICH IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FOR REFERENCE AT A FOUND 5/8" IRON ROD WITH CAP (STAMPED "PLS 3372") AT THE EAST QUARTER SECTION CORNER OF SAID SECTION 28, TOWNSHIP 37 SOUTH, RANGE 35 EAST; THENCE, BEARING SOUTH 89°30'05" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE

35 EAST, A DISTANCE OF 297.04 FEET TO SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179) AND THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THEN, CONTINUING ALONG SAME, BEARING SOUTH 89°30'05" WEST A DISTANCE OF 62.29 FEET TO A SET P.K. NAIL AND DISK (STAMPED LB 6221) ON THE EAST RIGHT-OF-WAY LINE OF U.S. 441, (A/K/A STATE ROAD 15 AND PARROTT AVENUE), 100 FEET WIDE RIGHT-OF-WAY; THEN, LEAVING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, BEARING NORTH 00°10'23" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF U.S. 441, A DISTANCE OF 242.00 FEET TO THE SOUTH LINE OF BLOCK 51 FIRST ADDITION TO SOUTH OKEECHOBEE, AS RECORDED IN PLAT BOOK 1, PAGE 17, OKEECHOBEE COUNTY, FLORIDA; THEN, LEAVING THE EAST RIGHT-OF-WAY LINE OF U.S. 441, BEARING NORTH 89°30'05" EAST ALONG SAID SOUTH LINE OF BLOCK 51, A DISTANCE OF 359.56 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179) ON THE EAST LINE OF SAID SECTION 28; THEN, LEAVING THE SOUTH LINE OF BLOCK 51, BEARING NORTH 00°07'12" WEST ALONG SAID EAST LINE OF SECTION 28 AND ALONG THE EAST LINE OF SAID BLOCK 51, A DISTANCE OF 295.93 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, LEAVING THE EAST LINE OF SECTION 28 AND THE EAST LINE OF BLOCK 51, BEARING NORTH 89°18'40" EAST A DISTANCE OF 483.36 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, BEARING NORTH 00°10'23" WEST A DISTANCE OF 121.82 FEET, TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, BEARING NORTH 89°18'40" EAST ALONG THE NORTH LINE OF SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 A DISTANCE OF 528.47 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, BEARING SOUTH 00°10'23" EAST ALONG A LINE 1421.61 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE AFORESAID U.S. 441, A DISTANCE OF 730.00 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, BEARING SOUTH 89°18'40" WEST A DISTANCE OF 285.41 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, BEARING SOUTH 18°29'43" EAST A DISTANCE OF 234.56 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, BEARING SOUTH 00°10'23" EAST A DISTANCE OF 173.72 FEET TO A SET 4"X 4" CONCRETE MONUMENT WITH ALUMINUM ALLOY CAP (STAMPED M.F. LENZ CO. LB 6221); THEN, BEARING SOUTH 89°18'28" WEST ALONG THE NORTH LINE OF LANDS OF CITY MARKETS BUILDING, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 205, PAGE 285 AND OFFICIAL RECORDS BOOK 201, PAGE 73, A DISTANCE OF 1021.76 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179), AT THE SOUTHEAST CORNER OF THOSE LANDS OF LOUIS R. DEMICCO AS RECORDED IN OFFICIAL RECORDS BOOK 200, PAGE 893 PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THEN, LEAVING THE NORTH LINE OF LANDS OF CITY MARKETS BUILDING, INC., BEARING NORTH 00°07'12" WEST ALONG THE EASTERLY LINE OF THOSE LANDS OF LOUIS R. DEMICCO, A DISTANCE OF 424.40 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, CONTINUING ALONG THE LANDS OF LOUIS R. DEMICCO, BEARING SOUTH 89°30'05" WEST A DISTANCE OF 35.00 FEET TO A SET 7/8" IRON ROD WITH ALUMINUM ALLOY CAP (STAMPED ECD PLS 5179); THEN, CONTINUING ALONG THE LANDS OF LOUIS R. DEMICCO, BEARING NORTH 43°44'23" WEST A DISTANCE OF 59.98 FEET TO THE POINT AND PLACE OF BEGINNING; THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 1,182,298.90 SQUARE FEET OR 27.14 ACRES. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE; ADOPTED ON MARCH 17, 1998 BY ORDINANCE NO. 710 RECORDED IN OFFICIAL RECORD BOOK 403 PAGES 1627-1631, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

TOGETHER WITH:

**EAST PARCEL (1 of 2):**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10, THEN PROCEED NORTH 89°32'54" EAST ALONG THE SOUTH LINE OF SAID SECTION 10, ALSO BEING THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 315, PAGE 746, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, A DISTANCE OF 448.36 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 315, PAGE 746 AND THE POINT OF BEGINNING.

THEN DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'07" WEST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 315, PAGE 746, A DISTANCE OF 321.60 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THEN DEPARTING SAID EAST LINE, RUN NORTH 89°59'53" EAST, PERPENDICULAR TO THE PRECEDING COURSE, A DISTANCE OF 374.51 FEET TO A POINT ON THE WEST LINE OF THE TAYLOR CREEK PERMANENT EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 49, PAGE 223 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THEN RUN SOUTH 31°40'29" WEST ALONG SAID WEST LINE OF THE PERMANENT EASEMENT, A DISTANCE OF 289.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT IN SAID WEST LINE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 11°32'39"; THEN SOUTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WEST LINE OF THE TAYLOR CREEK PERMANENT EASEMENT, A DISTANCE OF 82.61 FEET TO THE

INTERSECTION WITH THE AFORESAID SOUTH LINE OF SECTION 10; THEN DEPARTING SAID WEST LINE OF THE TAYLOR CREEK EASEMENT, RUN SOUTH 89°32'54" WEST ALONG SAID SOUTH LINE OF SECTION 10, A DISTANCE OF 186.72 FEET TO THE POINT OF BEGINNING AND CONSISTING OF APPROXIMATELY 1.250 ACRES; TOGETHER WITH

**NORTH PARCEL (2 OF 2):**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10, THEN PROCEED NORTH 89°32'54" EAST ALONG THE SOUTH LINE OF SAID SECTION 10, ALSO BEING THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 315, PAGE 746, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, A DISTANCE OF 448.36 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 315, PAGE 746;

THEN DEPARTING SAID SOUTH LINE, RUN NORTH 00°00' 07" WEST, A DISTANCE OF 321.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 315, PAGE 746, ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 219, PAGE 593 AND THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 524, PAGE 180, ALL PER THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THEN CONTINUE NORTH 00°00'07" WEST, RUNNING ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 219, PAGE 593, A DISTANCE OF 280.17 FEET;

THEN DEPARTING SAID EAST LINE, RUN NORTH 89°59'53" EAST, PERPENDICULAR TO THE PRECEDING COURSE, A DISTANCE OF 547.38 FEET TO A POINT ON THE WEST LINE OF THE TAYLOR CREEK PERMANENT EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 49, PAGE 223 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

THEN RUN SOUTH 31°40' 29" WEST, ALONG SAID WEST LINE OF THE PERMANENT EASEMENT, A DISTANCE OF 329.21 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 524, PAGE 180;

THEN DEPARTING SAID WEST LINE OF THE TAYLOR CREEK EASEMENT, RUN SOUTH 89°59' 53" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 524, PAGE 180, A DISTANCE OF 374.51 FEET TO THE POINT OF BEGINNING AND CONSISTING OF APPROXIMATELY 2.960 ACRES.

CONSISTING OF APPROXIMATELY 2,659 ACRES, MORE OR LESS. (TOTAL AREA IN ACREAGE OF THE CITY OF OKEECHOBEE AS HEREIN DESCRIBED AS OF THE DATE OF THE LAST ANNEXATION ON MAY 19, 2015 SET OUT ABOVE).



# CITY OF OKEECHOBEE BOUNDARY





***Memo***

***December 9, 2019***

***To: Mayor Dowling R. Watford Jr.***

***City Council:***

***Wes Abney***

***Monica Clark***

***Bob Jarriel***

***Bobby Keefe***

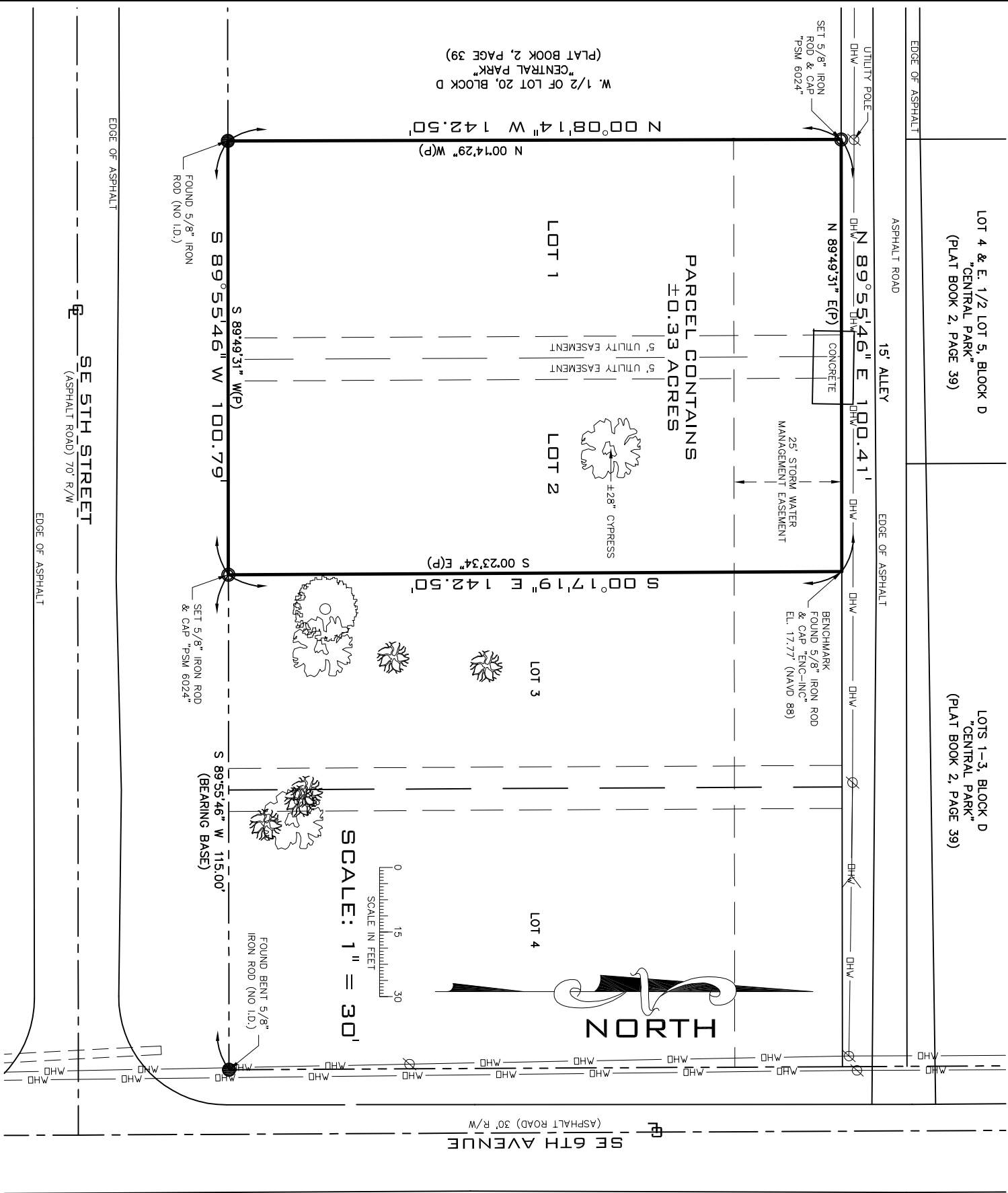
***From: City Administrator Marcos Montes De Oca, P.E.***

***RE: Relocation of Easements - Property located at 503 SE 5<sup>th</sup> Street***

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Please find the relocation of the easements for the presented plat. The lots are all owned by the same owner who is seeking to develop duplexes; however, the existing two (2) easements are located in the middle of the proposed buildings. Mr. Soriano is requesting to abandon the existing easements and dedicate the three (3) as shown in the attached exhibit. We have reviewed the easements and feel they are adequate for future utilization.

Utility letters of no improvements within the existing easement have been received.



LEGAL DESCRIPTION:

LOTS 1 AND 2, CENTRAL PARK OAK,  
ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 8, PAGE 59, PUBLIC  
RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

PROJECT SPECIFIC NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SE 5TH STREET, TAKEN TO BEAR SOUTH 89°59'46" WEST.
- 2) THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 3) PARENT PARCEL ID: 3-22-37-35-003A-000000-0010 & 3-22-37-35-003A-000000-0020.
- 4) SITE ADDRESS: (LOT 1) 503 SE 5TH STREET & (LOT 2) 507 SE 5TH STREET.
- 5) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07-16-15.
- 6 ) UNLESS SHOWN OTHERWISE, ALL MEASUREMENTS SHOWN HEREON ARE CALCULATED(C) AND MEASURED(M).
- 7) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.

LEGEND:

- (C) - CALCULATED
- (M) - MEASURED
- (P) - PLAT

REVISIONS:

BY	DATE	DESCRIPTION

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
2. THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
3. THE DESCRIPTION SHOWN HEREON WAS FURNISHED BY CLIENT.
4. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
6. ONLY VISIBLE ENCROACHMENTS AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON.

DRAWN BY: WC

CHECKED BY: DMN

C.F. - 19-318 CENTRAL PARK

BOUNDARY SURVEY

CERTIFIED TO:

JAVIER SORIANO

DAVID M. NARRO

PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA CERTIFICATE NO. "P.S.M. 6024"

14512 NW 276TH STREET  
OKEECHOBEE, FLORIDA, 34972  
(772) 486-6160

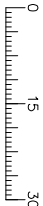
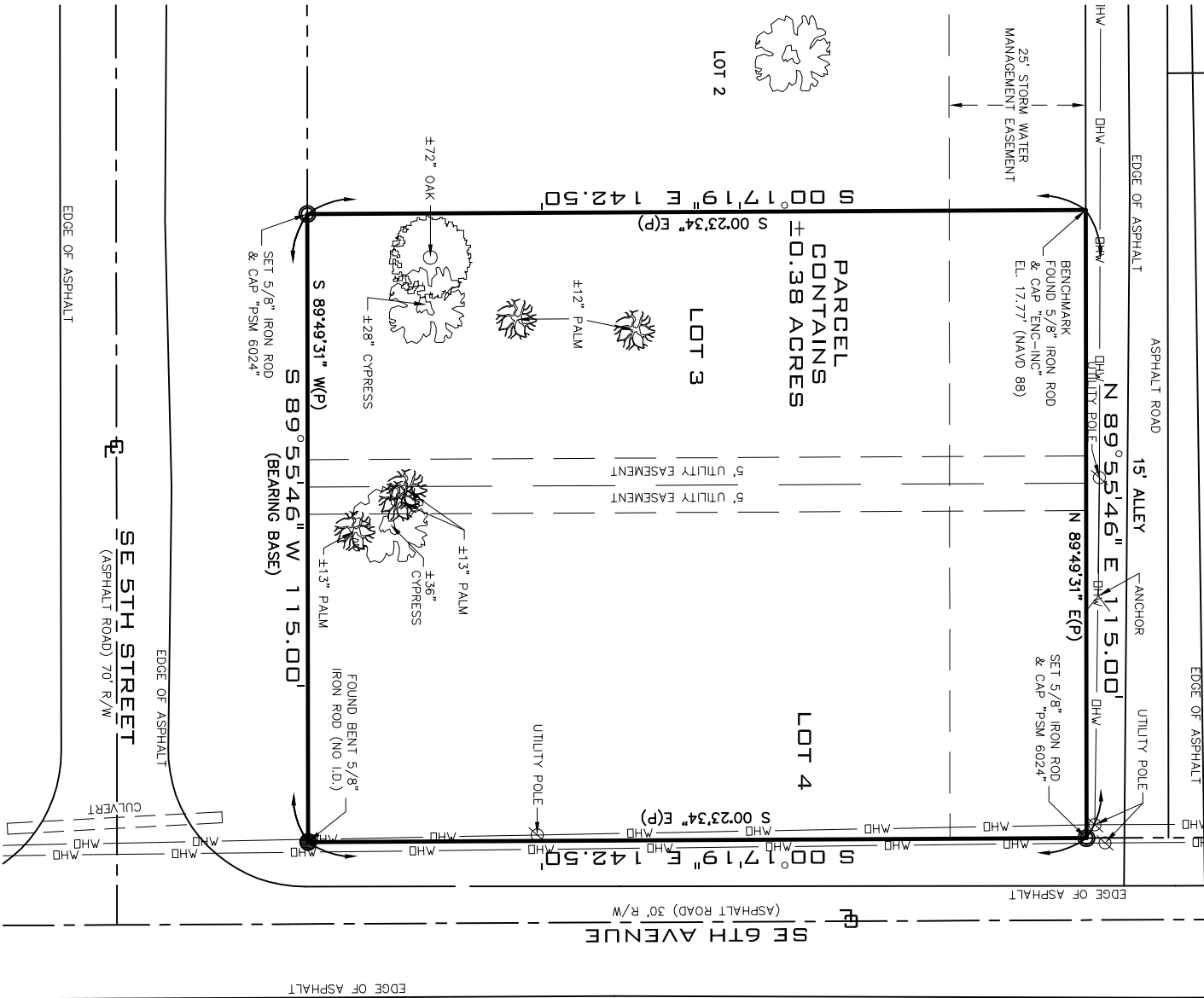
SURVEY DATE: 07/10/19

F.B. - SOKKIA02

JOB NO. 19-318

SHEET 1 OF 1 SHEETS

LOTS 1-3, BLOCK D  
"CENTRAL PARK"  
(PLAT BOOK 2, PAGE 39)



SCALE: 1" = 30'

LEGAL DESCRIPTION:

LOTS 3 AND 4, CENTRAL PARK OAK,  
ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 8, PAGE 59, PUBLIC  
RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

PROJECT SPECIFIC NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SE 5TH STREET, TAKEN TO BEAR SOUTH 89°59'46" WEST.
- 2) THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 3) PARENT PARCEL ID: 3-22-37-35-003A-000000-0030 & 3-22-37-35-003A-000000-0040.
- 4) SITE ADDRESSES: (LOT 3) 511 SE 5TH STREET & (LOT 4) 517 SE 5TH STREET.
- 5) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07-16-15.
- 6 ) UNLESS SHOWN OTHERWISE, ALL MEASUREMENTS SHOWN HEREON ARE CALCULATED(C) AND MEASURED(M).
- 7) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.

LEGEND:

- (C) - CALCULATED
- (M) - MEASURED
- (P) - PLAT

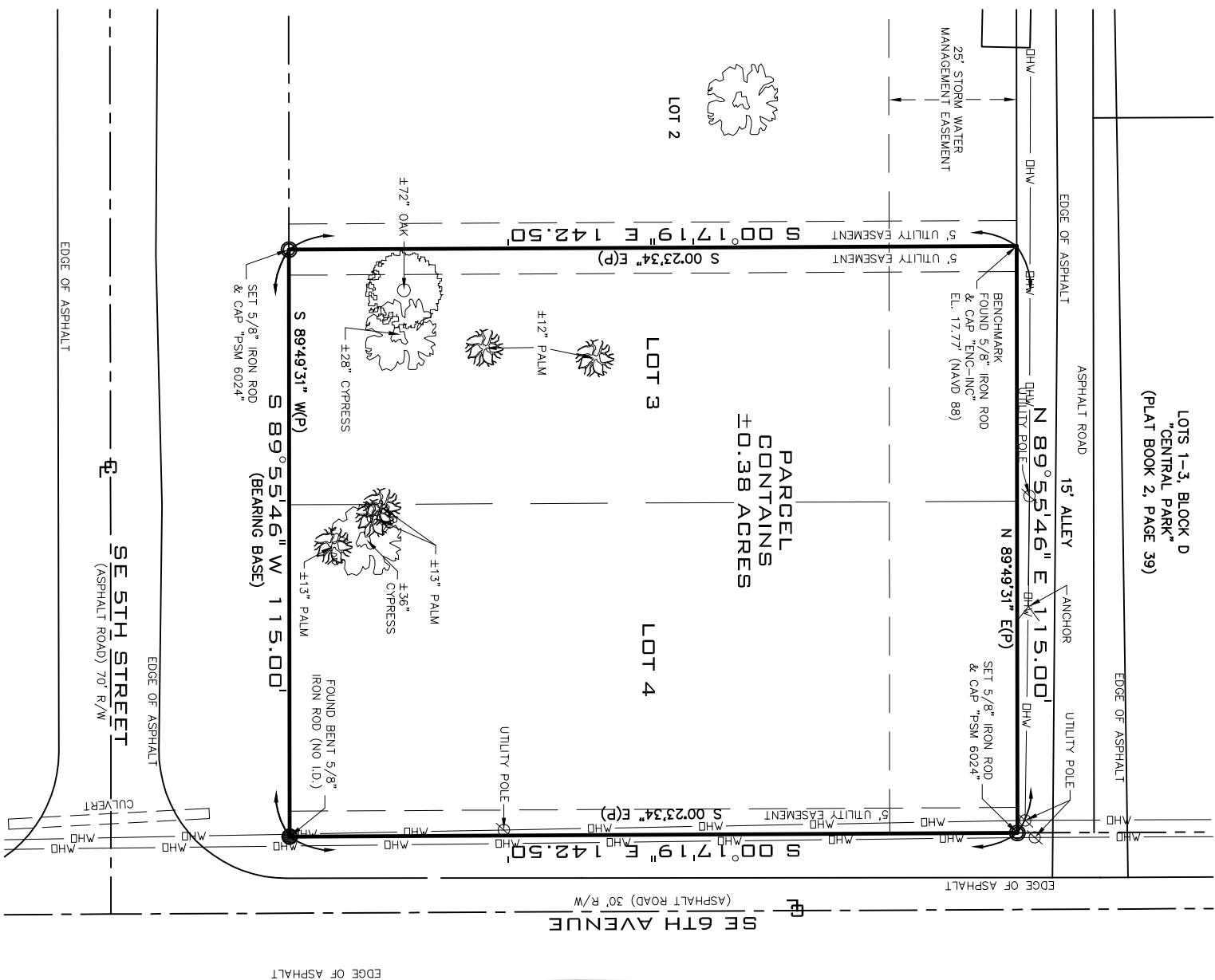
NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
2. THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
3. THE DESCRIPTION SHOWN HEREON WAS FURNISHED BY CLIENT.
4. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
6. ONLY VISIBLE ENCROACHMENTS AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON.

BY DATE DESCRIPTION		BOUNDARY SURVEY		DAVID M. NARRO	
		CERTIFIED TO:		PROFESSIONAL SURVEYOR AND MAPPER	
		1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.		STATE OF FLORIDA CERTIFICATE NO. "P.S.M. 6024"	
		2. THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL		14512 NW 276TH STREET	
		RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".		OKEECHOBEE, FLORIDA, 34972	
		3. THE DESCRIPTION SHOWN HEREON WAS FURNISHED BY CLIENT.		(772) 486-6160	
		4. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.			
		6. ONLY VISIBLE ENCROACHMENTS AND IMPROVEMENTS, IF ANY, ARE			
		SHOWN HEREON.			
DRAWN BY: WC		CHECKED BY: DMN	C.F. - 19-319 CENTRAL PARK	SURVEY DATE: 07/10/19	F.B. - SOKKIA D2
				JOB NO. 19-319	SHEET 1 OF 1 SHEETS



LOTS 1-3, BLOCK D  
"CENTRAL PARK"  
(PLAT BOOK 2, PAGE 39)



SCALE: 1" = 30'

**LEGAL DESCRIPTION:**

LOTS 3 AND 4, CENTRAL PARK OAK,  
ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 8, PAGE 59, PUBLIC  
RECORDS OF OKEECHOBEE COUNTY, FLORIDA,  
SUBJECT TO A 5.00 FOOT UTILITY EASEMENT  
OVER AND ACROSS THE WEST 5.00 FEET AND  
THE EAST 5.00 FEET THEREOF.

## PROJECT SPECIFIC NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SE 5TH STREET, TAKEN TO BEAR SOUTH 89°59'46" WEST.

2) THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

3) PARENT PARCEL ID: 3-22-37-35-003A-00000-0030 & 3-22-37-35-003A-00000-0040.

4) SITE ADDRESS: (LOT 3) 511 SE 5TH STREET & (LOT 4) 517 SE 5TH STREET.

5) F.I.R.M. ZONE: "X", MAP NO. 12093G0480G, DATED 07-16-15.

6) UNLESS SHOWN OTHERWISE, ALL MEASUREMENTS SHOWN HEREON ARE CALCULATED(C) AND MEASURED(M).

7) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT AFFECT THIS PARCEL.

## LEGEND:

(G) - CALCULATED  
(M) - MEASURED  
(P) - PLAT

# BOUNDARY SURVEY

CERTIFIED TO:

JAVIER SORIANO

DAVID M. NARRD  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA CERTIFICATE NO. "P.S.M. 6024"  
14512 NW 276TH STREET  
OKEECHOBEE, FLORIDA, 34972  
(772) 486-6160

REVISIONS:		NOTES:	BOUNDARY SURVEY  CERTIFIED TO:  JAVIER SORIANO	DAVID M. NARRO  PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA CERTIFICATE NO. 'P.S.M. 6024'  14512 NW 276TH STREET OKEECHOBEE, FLORIDA, 34972 (772) 486-6160			
BY	DATE				DESCRIPTION		
WC	11/25/19				ADD NEW EASEMENTS		
DRAWN BY: WC		CHECKED BY: DMN	C.F. - 19-319 CENTRAL PARK	SURVEY DATE: 07/10/19	F.B. - SOKKIA02	JOB NO. 19-319	SHEET 1 OF 1 SHEETS

LEGAL DESCRIPTION:

LOTS 1 AND 2, CENTRAL PARK OAK,  
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RECORDS OF OKEECHOBEE COUNTY, FLORIDA.  
SUBJECT TO A 5.00 FOOT UTILITY EASEMENT  
OVER AND ACROSS THE WEST 5.00 FEET AND  
THE EAST 5.00 FEET THEREOF.

PROJECT SPECIFIC NOTES:

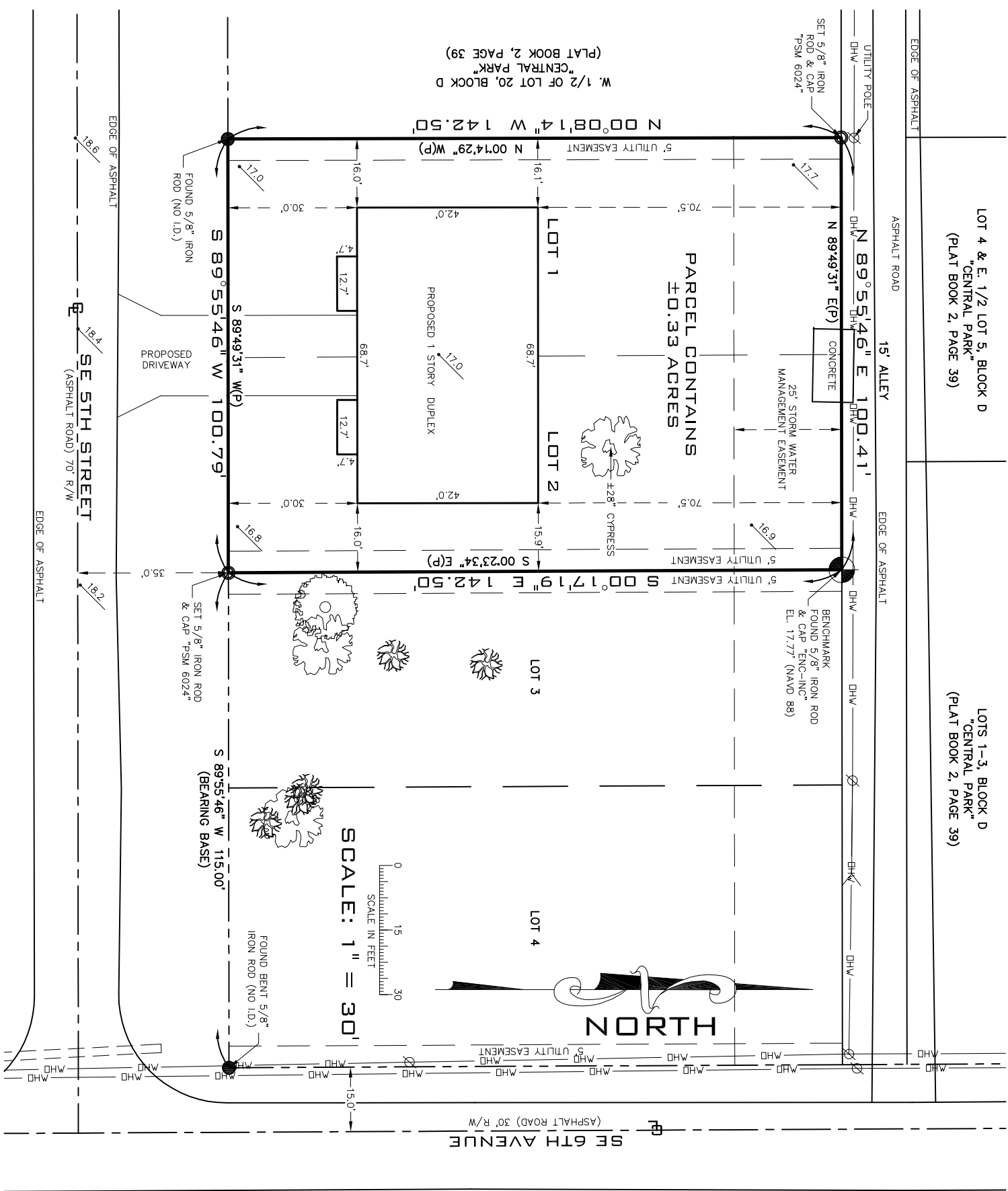
- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SE 5TH STREET, TAKEN TO BEAR SOUTH 89°59'46" WEST.
- 2) THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 3) PARENT PARCEL ID: 3-22-37-35-003A-00000-0010 & 3-22-37-35-003A-00000-0020.
- 4) SITE ADDRESS: (LOT 1) 503 SE 5TH STREET & (LOT 2) 507 SE 5TH STREET.
- 5) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07-16-15.
- 6 ) UNLESS SHOWN OTHERWISE, ALL MEASUREMENTS SHOWN HEREON ARE CALCULATED(C) AND MEASURED(M).
- 7) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.

SITE PLAN NOTES:

- 1) SUBJECT TO CLIENT AND PERMITTING AGENCY APPROVAL.
- 2) CONTRACTOR IS TO VERIFY SETBACKS AND LOCATION OF EXISTING UTILITIES.
- 3) HOUSE DIMENSIONS SHOWN MAY BE APPROXIMATE, REFER TO APPROVED BUILDING PLANS FOR CONSTRUCTION DIMENSIONS.
- 4) THE ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 5) PUBLIC WATER SUPPLY AND SEWER COLLECTION SERVICE ARE AVAILABLE.

LEGEND:

- (C) - CALCULATED
- (M) - MEASURED
- (P) - PLAT



NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
2. THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
3. THE DESCRIPTION SHOWN HEREON WAS FURNISHED BY CLIENT.
4. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
6. ONLY VISIBLE ENCROACHMENTS AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON.

BOUNDARY SURVEY  
& SITE PLAN

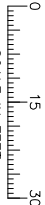
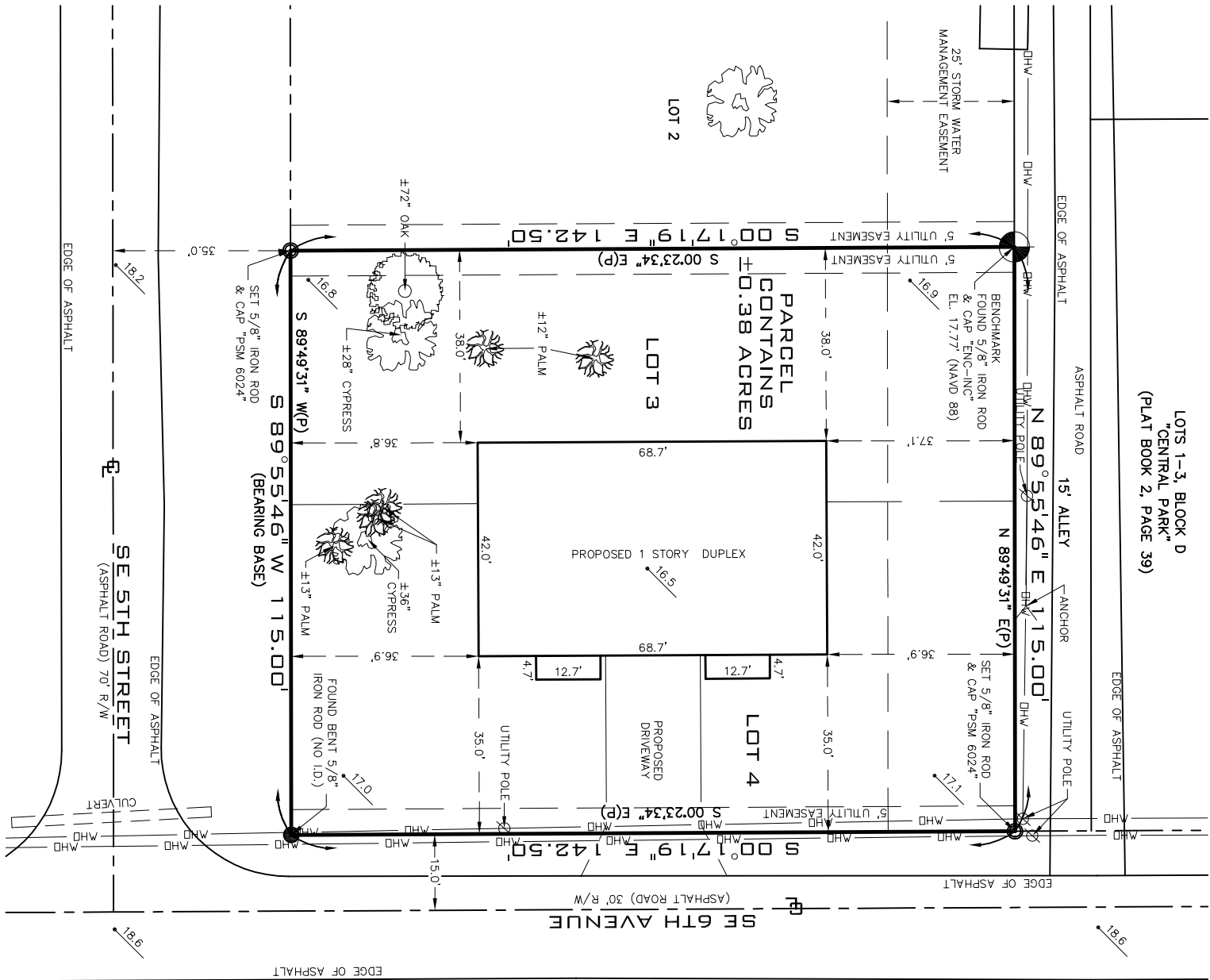
CERTIFIED TO:

JAVIER SORIANO

DAVID M. NARRO  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA CERTIFICATE NO. "P.S.M. 6024"  
14512 NW 276TH STREET  
OKEECHOBEE, FLORIDA, 34972  
(772) 486-6160

REVISIONS:				
BY	DATE	DESCRIPTION		
WC	11/25/19	ADD NEW EASEMENTS		
DRAWN BY: WC			CHECKED BY: DMN	C.F. - 19-318 CENTRAL PARK
			SURVEY DATE: 07/10/19	F.B. - SOKKIA D2
			JOB NO. 19-318	SHEET 1 OF 1 SHEETS

LOTS 1-3, BLOCK D  
"CENTRAL PARK"  
(PLAT BOOK 2, PAGE 39)



SCALE: 1" = 30'

LEGAL DESCRIPTION:

LOTS 3 AND 4, CENTRAL PARK OAK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 59, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. SUBJECT TO A 5.00 FOOT UTILITY EASEMENT OVER AND ACROSS THE WEST 5.00 FEET AND THE EAST 5.00 FEET THEREOF.

PROJECT SPECIFIC NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SE 5TH STREET, TAKEN TO BEAR SOUTH 89°59'46" WEST.
- 2) THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 3) PARENT PARCEL ID: 3-22-37-35-003A-00000-0030 & 3-22-37-35-003A-00000-0040.
- 4) SITE ADDRESS: (LOT 3) 511 SE 5TH STREET & (LOT 4) 517 SE 5TH STREET.
- 5) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07-16-15.
- 6 ) UNLESS SHOWN OTHERWISE, ALL MEASUREMENTS SHOWN HEREON ARE CALCULATED(C) AND MEASURED(M).
- 7) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.

SITE PLAN NOTES:

- 1) SUBJECT TO CLIENT AND PERMITTING AGENCY APPROVAL.
- 2) CONTRACTOR IS TO VERIFY SETBACKS AND LOCATION OF EXISTING UTILITIES.
- 3) HOUSE DIMENSIONS SHOWN MAY BE APPROXIMATE, REFER TO APPROVED BUILDING PLANS FOR CONSTRUCTION DIMENSIONS.
- 4) THE ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 5) PUBLIC WATER SUPPLY AND SEWER COLLECTION SERVICE ARE AVAILABLE.

LEGEND:

- (C) - CALCULATED
- (M) - MEASURED
- (P) - PLAT

BOUNDARY SURVEY  
& SITE PLAN

CERTIFIED TO:

JAVIER SORIANO

DAVID M. NARRO  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA CERTIFICATE NO. "P.S.M. 6024"

14512 NW 276TH STREET  
OKEECHOBEE, FLORIDA, 34972  
(772) 486-6160

REVISIONS:	
BY	DATE
DESCRIPTION	
WC	11/25/19
ADD NEW EASEMENTS	

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
2. THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
3. THE DESCRIPTION SHOWN HEREON WAS FURNISHED BY CLIENT.
4. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
6. ONLY VISIBLE ENCROACHMENTS AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON.

DRAWN BY: WC		CHECKED BY: DMN		C.F. - 19-319 CENTRAL PARK		SURVEY DATE: 07/10/19		F.B. - SOKKIA02		JOB NO. 19-319		SHEET 1 OF 1 SHEETS	
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***Memo***

***December 16, 2019***

***To: Mayor Dowling R. Watford Jr.***

***City Council:***

***Wes Abney***

***Monica Clark***

***Bob Jarriel***

***Bobby Keefe***

***From: City Administrator Marcos Montes De Oca, P.E.***

***RE: City Attorney Legal Services Contract***

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As directed by the City Council at the December 3, 2019 meeting, attached for your review are two contracts for City Attorney Legal Services in response to RFQ NO. ADM 01-00-10-19.

**City of Okeechobee**  
**City Attorney Legal Services Agreement**

The **City of Okeechobee**, a Florida municipal corporation, with its principal place of business located at 55 S.E. 3rd Avenue Okeechobee, Florida 34974 (the “City”) and **Nason, Yeager, Gerson, Harris & Fumero, P.A.**, Attorneys at Law, with offices located at: 3001 PGA Boulevard, Suite 305, Palm Beach Gardens, Florida 33410 (the “Firm”), for and in consideration of the mutual covenants contained in this **City Attorney Legal Services Agreement** (the “Agreement”) and other good and valuable consideration, mutually agree as follows:

**Background**

The City requires the retention of a City Attorney and has reviewed the qualifications submitted by law firms pursuant to a solicitation for requests for qualifications. The City determined that the Firm is qualified and capable to serve as City Attorney. The City and the Firm desire to engage in a stable and flexible long-term contractual relationship whereby the City can recognize pricing efficiencies for legal services and the Firm is available to provide service as City Attorney as required by its Charter, as well as additional legal services on an as-needed basis, in a cost effective manner.

**Terms and Conditions**

1. **The Firm as City Attorney.** The Firm will provide legal services as the City Attorney to the City. For purposes of this Agreement, the primary attorney to serve as City Attorney shall be John J. Fumero with Carlyn H. Kowalsky and John (“Jack”) K. Rice serving as his alternate and/or backup, if and when needed (the “Designated Attorneys”). Further, the City shall have access to the complete complement of practice groups and breadth of experience of the other attorneys at the Firm on an “as needed” basis to provide legal services to the City, commensurate with this Agreement. Accordingly, the Firm was selected based upon the Firm’s substantive and unique knowledge of governmental law, and the City’s legal priorities and needs.

2. **Legal Services.** The Firm shall perform all of the legal services customarily associated with the City Attorney, and the Office of the City Attorney, for the benefit of the City Council and the City, as set forth in Attachment A, and such other services directed or requested from time-to-time by the City Council or City Administrator. Among other things, the Firm shall develop and implement plans for the effective and efficient provision of legal services and support for the City, City Administrator, and operation of the City’s Office of the City Attorney. The Firm shall also develop plans and internal processes to enhance the accountability and interaction of the City Attorney’s Office with the City Council, City Administrator and City staff.

3. **Compensation, Terms, and Conditions.** The Firm shall perform the City Attorney legal services set forth in Attachment A. To determine a reasonable and accurate legal services budget and monthly flat fee, the City Attorney shall bill their time on an hourly basis for a period of time not to exceed 90 days. Within this time, City Attorney, based on upon its actual

experience in providing legal services to the City, as well as understanding the City's needs and priorities as established by City Council and the City Administrator, shall develop and propose a monthly flat fee for City Attorney legal services. Once the monthly flat fee is established and agreed upon, thereafter, the City Attorney pursuant to this Agreement shall submit a monthly invoice on the 5<sup>th</sup> day of each month. For services outside the Scope of Work in Exhibit A, the Firm will be compensated for special legal counsel services at a discounted, blended governmental hourly rate of \$275.00, as set forth in Attachment B.

4. **Duration and Termination.** This Agreement (the "Agreement") is effective as of January 1, 2020. The Firm shall provide City Attorney legal services at the will of the City Council. The Firm may terminate this Agreement by providing the City thirty (30) days prior written notice of its intent to terminate.

5. **Administration.** For ease and convenience of administration, and to the extent not in conflict with the City Council, the City Council hereby authorizes and designates the City Administrator to provide additional policy direction and instructions to the Designated Attorneys and the Firm in the administration of the duties of the City Attorney as set forth herein, and to manage and administer the terms and provisions of this Agreement on behalf of the City Council.

6. **Insurance.** The Firm shall maintain in full force and effect malpractice insurance coverage in an amount of not less than \$1,000,000 per claim and \$1,000,000 policy limit aggregate and shall from time-to-time provide the City with evidence of such insurance.

7. **Notices.** All notices under this Agreement shall be in writing and shall be provided to the City, attention City Administrator, at 55 S.E. 3rd Avenue Okeechobee, Florida 34974, and to the Firm, attention John J. Fumero, at 3001 PGA Boulevard, Suite 305, Palm Beach Gardens, Florida 33410.

8. **Severability.** If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect.

9. **Non-Liability for Costs and Expenses.** The Firm shall be reimbursed by City for any actual reasonable and necessary expenses paid by the Firm in connection with the carrying out of its duties hereunder.

10. **Appointment.** The City Council hereby appoints the Designated Attorneys, through the Firm, as City Attorney for the City of Okeechobee. The City Administrator is directed and authorized to use and consult with the Firm for City.

11. **Acknowledgement of Exclusion of Worker's Compensation Coverage.** The Firm herein expressly agrees and acknowledges that it is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this professional services contract, that City shall not be liable to the Firm for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

12. **Conflict of Interest.** The Firm, by signing this Agreement, covenants that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which shall conflict in any manner with the performance of the City Attorney's services and obligations under this Agreement. The Firm further agrees that, in the performance of this contract, no person having such an interest as described above shall be employed.

13. **Public Records.** The Firm shall maintain files, available for inspection by the City Administrator or his designee, containing documentation of costs and fees incurred in connection with this Agreement. In accordance with Chapter 119, Florida Statutes, any documents of any nature produced pursuant to this Agreement shall be a public record to the extent required by law. Anything that is produced by or developed in connection with this Agreement shall remain the exclusive property of the City and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the Firm nor any other individual employed under this Agreement shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for the City may be charged for said services.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Lane Gamiotea, CMC, City Clerk, City of Okeechobee (863) 763-9814; [lgamiotea@cityofokeechobee.com](mailto:lgamiotea@cityofokeechobee.com); 55 S.E. 3<sup>rd</sup> Avenue Room 100, Okeechobee, Florida 34974.**

14. **Amendments.** Any party may, from time-to-time, request changes under this Agreement. Such changes, which are mutually agreed upon, shall be incorporated in written amendments to this Agreement.

15. **Entire Agreement.** This instrument, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

16. **Liability.** The City shall defend the actions of the Firm in performing legal services on behalf of the City. As required by the City, the Firm shall maintain for their respective law firms, during the period of this Agreement, a professional liability insurance policy or policies professional liability coverage for the professional services to be rendered to the City under this Agreement.

17. **Powers Conferred on City Attorney.** The Firm has the authority to file any papers necessary and proper in any action which it is authorized to prosecute or defend on behalf of the City, and the right and authority to do any and all things necessary and proper to protect the interest of the City. Any attorney employed by the Firm may provide legal support services or

representation under this Agreement.

18. **City Attorney Client.** The City of Okeechobee, acting by and through its City Council, as a collegial body, shall be considered the Firm's client.

The parties hereto have caused this City of Okeechobee Legal Services Agreement to be executed in duplicate this \_\_\_\_\_ day of December, 2019.

Witness

NASON, YEAGER, GERSON, HARRIS  
& FUMERO, P.A.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

By: \_\_\_\_\_  
John J. Fumero, Esq.  
Partner

Attest:

CITY OF OKEECHOBEE, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]

By: \_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

## **Attachment A**

### **City Attorney Legal Services**

(A) The Firm will provide legal services as City Attorney to the City consistent with the Charter of the City.

(B) The City Attorney retainer services described herein are to be provided in conjunction with efforts of the City Council, designated officials and staff of the City and designated officials from the City including the City Administrator and City Clerk. Additional Special Counsel Legal Services and Operational Review Services may also be provided by the Firm on an hourly basis, as specified in Attachment B, or as otherwise approved by the City Council.

(C) City Attorney Legal Services shall encompass the following:

(1) Prepare for and attend City Council meetings and workshops, attorney/client sessions, if and when deemed necessary, in addition to participate in the preparation and review of agendas for meetings of the City Council; and

(2) Participate in Code Enforcement Board, Planning and Zoning/Board of Adjustment and Technical Review Committee Meetings; and

(3) Review, and/or approve ordinances, resolutions, and contracts presented to the City Council; and

(4) Participate in periodic conference calls at a time to be mutually determined by the City Administrator and City Attorney to identify and discuss outstanding issues, and City priorities; and

(5) Provide legal advice to City Council members and participate in individual conference calls with City Council members in order to provide advice regarding upcoming City Council agenda items; and

(6) Meetings with City Administrator and City staff, if and when necessary; and

(7) Monitor and report on the progress of services handled or represented by other outside legal counsel.

## **Attachment B**

### **Compensation for City Attorney Services**

#### **1. Monthly Fee**

The Firm will be compensated \$9,400 per month for legal work described in the Scope of Services provided in Attachment A.

#### **2. Legal work outside Scope of Services**

The Firm will be compensated for Special Counsel Legal Services that are outside of the Scope of Services described in Attachment A at a discounted, blended governmental hourly rate as follows:

- (a) \$275 per hour of attorney time; and
- (b) \$80 per hour of certified paralegal time.

#### **3. Costs and Expenses**

The Firm shall only charge for actual costs and expenses incurred and invoiced by this Firm on behalf of this engagement. Prior written authorization to proceed with Special Legal Counsel and Operation Review Services is required. Attachment 1 sets forth the most commonly incurred costs and expenses. The Firm may advance these costs and seek reimbursement, with the underlying documentation, in our billings. There shall be no other administrative fees or costs charged to the City.

#### **4. Invoicing and Payment**

The Firm shall invoice the City on a monthly basis for services rendered and any expenses incurred in connection with the Firm's representation of the City. *See Attachment 1.* To ensure accountability and transparency, monthly invoicing shall provide detail on the individual who provided services, the amount of time incurred, and a summary of the services provided.

ATTACHMENT 1	
Cost/Expense	Typical Charges
Computer Research	Actual usage.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: No charge Incoming: No charge
Photocopying for large jobs more than 100 pages	Inside copies: \$0.25/page Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge
Telephone Charges	Actual long distance.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for business class. Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.



## **AGREEMENT FOR REPRESENTATION AND FEES**

**THIS IS AN AGREEMENT** between the **CITY OF OKEECHOBEE**, a Florida municipal corporation, with a mailing address is 55 SE 3rd Avenue, Suite 201, Okeechobee, FL 34974 (herein called “City”) and **SWAINE, HARRIS & WOHL, P.A.**, Attorneys at Law, with an address at 425 South Commerce Avenue, Sebring, Florida 33870 (herein called “Attorneys”).

### **WITNESSETH**

In consideration of the services agreed to be performed by Attorneys and the fees to be paid by the City, the parties agree as follows:

1. Scope. The City, acting by and through its City Council, hereby retains Attorneys to perform all necessary legal work for the City, except for certain limited legal matters in which the City will be represented by an attorney specializing in that area of law. Attorneys hereby accept such employment and agree to render and perform such legal services and furnish all advice relevant to such legal matters for the City.

2. Services. The services will be performed by attorneys licensed to practice in the State of Florida, and by paralegals or legal assistants (non-lawyers working under the direct supervision of an attorney) with specialized training or experience in such legal matters. Attorneys will provide legal consultation and advice to the City and its principals, which will include:

- a. Serve as legal advisor to the Mayor and City Council during the conduct of City Council meetings;
- b. Advise the Mayor, City Council, City Officers, and City boards, committees, and personnel regarding legal matters arising in performance of their duties;
- c. Attend the City Council meetings and board and committee meetings as requested, including Code Enforcement Special Magistrate proceedings;
- d. Prepare ordinances, resolutions, contracts, and other documents as requested;
- e. Prepare for and represent the City in litigation, administrative hearings, and appeals to which the City may be a party;
- f. Recommend and coordinate the engagement of special counsel when needed, as determined by the City Council; and
- g. Perform such other duties in accordance with City Ordinances or as may be required by the City Council.

3. Compensation. City hereby agrees to pay Attorneys, as compensation for the professional time spent by attorneys, paralegals, and legal assistants performing the services, the following rates: \$195.00 per hour for services provided by attorneys Bert J. Harris, III, J. Michael Swaine, Robert S. Swaine, and Thomas J. Wohl; \$175 per hour for services provided by attorneys Jocelyn K. Skipper and Shannon L. Nash; and \$85.00 per hour for paralegals and legal assistants. Travel time shall be charged at the above-listed hourly rates.

4. Excluded Services. This Agreement does not include lobbying before the State of Florida or its Agencies, or addressing issues concerning employment disputes, pension plans, or union matters. As necessary, Attorneys will assist in the coordination, engagement, and monitoring

of special counsel for provision of these services. Preparation for the issuance and sale of City bonds may be performed at a separately negotiated rate.

5. Expenses Additional. In addition to fees for services, the City shall pay Attorneys costs which Attorneys have paid or will be required to pay during their representation of City. These expenses may include, but shall not be limited to, court costs, computer research costs, deposition costs, long-distance telephone costs, reproduction costs, service of process, cost of publication, witness fees, expert witness fees, and all other expenses Attorneys consider reasonably necessary for the proper representation of the City. Additionally, City shall pay Attorneys for mileage for all travel at the IRS standard rate set for business use. These expenses shall not be a part of the fees herein agreed to be paid, but shall be in addition thereto.

6. Term of Agreement. The term of this contract shall begin January 1, 2020 and end December 31, 2020, unless terminated earlier by either party. City may terminate this agreement at any time and for any reason with no advance notice to Attorneys. Attorneys may terminate this agreement for any reason by giving sixty (60) days written notice to the City. The parties may extend this agreement from year to year.

7. Records. All papers, records, documents, exhibits, or other items delivered to Attorneys by City shall be returned to City at the conclusion of representation in each particular matter, at the request of City. All papers produced by Attorneys and all research and other work done by Attorneys shall remain the property of Attorneys. Compliance with Florida's Public Record Law shall be adhered to by both parties.

8. Execution. The parties hereby acknowledge that two identical complete agreements are being executed, one to be retained in the possession of each party, either of which shall constitute and be considered an original for all purposes.

**DATED** this 17th day of December, 2019.

**SWAINE, HARRIS & WOHL, P.A.**

**CITY OF OKEECHOBEE**

By: \_\_\_\_\_  
Bert J. Harris, III, President

By: \_\_\_\_\_  
Dowling R. Watford, Jr., City Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, City Clerk



## ***Memo***

***December 5, 2019***

***To: Mayor Dowling R. Watford Jr.***

***City Council:***

***Wes Abney***

***Monica Clark***

***Bob Jarriel***

***Bobby Keefe***

***From: City Administrator Marcos Montes De Oca, P.E.***

***RE: City Fire Service Option Update - to be Placed on December 17, 2019 Council Meeting***

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Based upon the County Commission meeting held November 26<sup>th</sup> and subsequent City Council meeting held December 3<sup>rd</sup>, please find the required outstanding items below. It is understood the level of service requirements for the County would be to maintain and continue an ISO rating of 3 as well as the related fire protection and support services. In addition, the County would like to limit additional staff time usage as they have developed a cost associated with the request until further information can be supplied. A copy of the report presented at the County Commission meeting is attached.

1. Contract or Assessment - Will the services be paid via a stand-alone fire services contract with the County, or would the cost be obtained via County's fire assessment, the same as with the unincorporated portions of the County.
2. Storage - Would City's firehouse be available for storage of back-up/secondary equipment for the Okeechobee County Fire Rescue? Would a cost to the County be levied and if so, what would be the associated cost?
3. Equipment - Currently limited to the fire pumper truck, ladder truck and other trucks only. Would the trucks be conveyed or sold to the County or would the City dispose of them via Govdeals? If sold to the county, at what cost? (a list of current valuations on our fixed assets is attached)
4. Timeline - State date for services; although not an item of request, a proposed timeline would need to be established to allow both County and City adequate time to prepare for the change as well as calculate pensions.

As noted, the employment of our firefighters and administrative staff at the Fire department would only have the opportunity to apply for the county openings; at most, 6 would be available. The county also requires paramedics to apply, of which the city only has one. No mention of additional administrative support was noted. Internally, we are working on pension, severance, etc. and other related costs once the above is calculated and determined.

The City's Fire Protection and Prevention Ordinance is also attached as additional information.

## Chapter 34 - FIRE PROTECTION AND PREVENTION

### ARTICLE I. - IN GENERAL

#### Sec. 34-1. - Fire district.

- (a) It is hereby affirmed that one of the primary responsibilities of the government of the city is to provide for the protection of life and property.
- (b) For the purposes stated in subsection (a) of this section, the city affirms a fire district exists which encompasses the entire incorporated limits of the city and within this fire district, the city accepts its responsibility for the protection of life and property from fires or other such conflagrations.
- (c) The city's fire department, which has been organized and operating for over seven decades is recognized as the firefighting arm of the city and as the sole lawful department authorized to attack and fight fires and other such conflagrations within the fire district recognized in this section, subject to such written mutual aid agreements as may be authorized by the city council.

(Code 1982, § 7-1)

#### Sec. 34-2. - Fire hydrants.

Fire hydrants shall be provided in all water mains, transmission and distribution systems. Fire hydrants shall be spaced such that the maximum distance for protection will not be more than 500 feet as the fire hose lays. The appropriate fire marshal has final jurisdiction on all hydrant and fire sprinkler line locations during plan review. A fire marshal-approved plan is required with all preliminary plan submissions. Each hydrant shall be capable of delivering a flow of at least 500 gallons per minute with a residual design pressure of not less than 20 psi. Fire hydrants shall be of the dry barrel breakaway type conforming to AWWA C502, with two 2½-inch threaded hose nozzles and one 4½-inch threaded pumper nozzle. Hydrants shall have a 5¼-inch interior valve opening and be restrained from the hydrant to the tee at the main. Restraint by use of "all-thread" rods shall not be allowed. At the discretion of the city administrator, additional protection for fire hydrants shall be provided including, but not limited to, concrete filled ductile iron traffic posts. Fire hydrant branches (from main to hydrant) shall be a minimum of six inches inside diameter. Each branch shall be provided with a resilient seat gate valve located as close as possible to the main. Hydrants shall be located near road lines with the pumper discharge nozzle facing as directed by the fire marshal. Hydrants shall be laid to minimize their vulnerability to traffic.

(Ord. No. 668, § 2(3.8), 5-3-1994)

**Cross reference—** Connections to fire hydrant for purposes other than fighting fires, § 58-31 et seq.

Secs. 34-3—34-30. - Reserved.

## ARTICLE II. - FIRE PREVENTION

Sec. 34-31. - Codes adopted.

There is hereby adopted for enforcement by the city, for the purpose of prescribing regulations to improve public safety by promoting the control of fire hazards regulating the installation, use and maintenance of equipment, regulating the use of structures, premises and open areas in the city, in the interest of the public health, safety, convenience and welfare, that certain code known as the Florida Fire Prevention Code.

(Code 1982, § 7-11)

Sec. 34-32. - Chief designated fire official; duties; police powers.

The fire chief of the city is hereby designated as the fire official. The fire official shall enforce the provisions of this article and all state laws under his jurisdiction, pertaining to the prevention, suppression or extinguishing of fires. The fire official has the powers of a police officer in performing his duties under this article.

(Code 1982, § 7-12)

**Cross reference—** Departments, officers and employees, § 2-71 et seq.

Sec. 34-33. - Appeals.

Any person whose application for any permit, under the state fire prevention code or this article, has been refused, or who feels aggravated by any decision or action of the fire official in the enforcement of the fire prevention code or this article may appeal to the code enforcement board as provided by section 18-33 of this Code.

(Code 1982, § 7-13)

**Fire Department Equipment (larger items)**  
**Depreciation applied through 09/30/2019**

City of Okeechobee  
Provided by Finance  
Date provided: 12/12/2019

[illegible]



# Questions from Joint Workshop on Fire Service

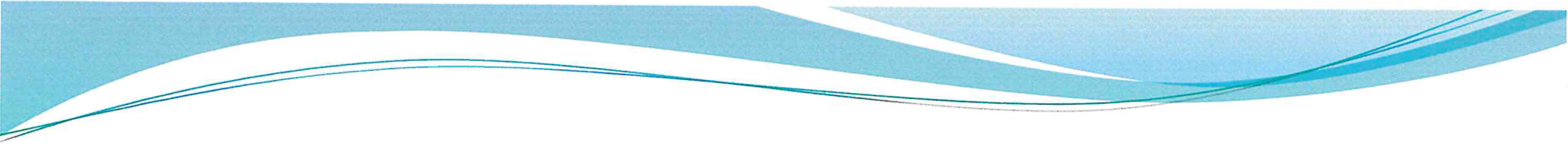




# Presentation Highlights

- Will be focusing on the operational needs to provide the service.
- Affect on the Insurance Service Office (ISO) rating
- Minimum Staffing requirements:
  - Incident Response
  - Providing of Fire Inspections and Plan review
- Additional Data needed for finalization of formal plan.
- Summary of needs and considerations.





The information presented is preliminary and subject to change as some items still need to be determined, such as:

- Acquisition of Capital Items and equipment.

- Storage of reserve equipment.

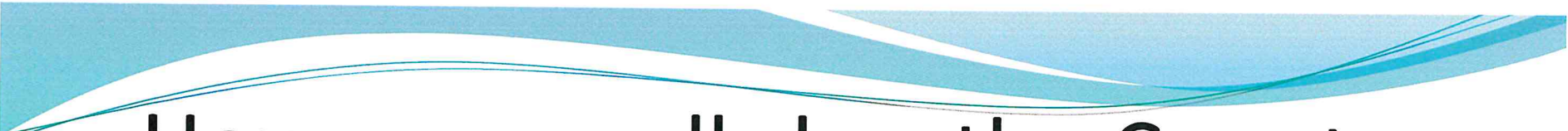


# Operational Information



# Data Resources

- County: Internal software program analytics
- City: From the supplied NFIRS report summary and Data sheet presented at Workshop
- Pay Compensation:
  - Current County Union Contract (CBA)
  - County approved pay plan
- NIFIRS= National Fire Incident Reporting System



# How many calls has the County Responded to within the City

**2017**

- County 1,290
- City Responded 1,519
- Fire related Calls 46

**2018**

- County 1,220
- City Responded 1,518
- Fire related calls 38

**The County response  
numbers are mostly EMS**



# Summary of Fire calls responded to in the City by the County

	2017	2018
• Structure Fires	12	4
• Vehicle Fires	0	4
• Brush Fires	3	2
• Silo Fire	0	1
• Fire Alarms	8	8
• Traffic Crashes	5	1
• Propane Leak	0	1
• Storm Damage	1	0
• ALS Engine to medical	17	17
• Totals	46	38



# County Incident Response Standards





# Current Daily Staffing

- Maximum of 16 per shift
  - Required minimum on duty is 14
- Four ambulances staffed with two people. One of which must be a paramedic.
- Three engines staffed with two people. Since these engines are Paramedic Engines, at least one person must be a paramedic.



# Dispatch Protocol

## Incident type

- Traffic Accident
- Car Fire
- Medical Call
  - **Non-Critical**
    - Example ground level fall, feeling ill, back pain
  - ***Critical***
    - Example, chest pain, child birth, shortness of breath

## Units Dispatched

- One engine & one ambulance
- One engine & one ambulance
- **One ambulance**
- ***One ambulance & One engine***





# Dispatch Protocol, cont.,

## **Incident Type**

- Residential Building Fire
- Commercial Building Fire

## **Units Dispatched**

- Two County Engines, One City engine, two ambulances, and at least one County command staff officer. Water tanker if no hydrants
- Two County Engines, Two ambulances, One City aerial, and at least one County Staff officer



# How many calls has the City responded to in the County

Data Supplied by the City for the period from October 31, 2018 until October 31, 2019.

Aid Given to County	31
---------------------	----

**\*\*Note\*\*** With merger the aid would go away, but the response staffing would stay the same.



# Insurance Services Office (ISO) Impacts



# Explanation of New Auto-Aid Agreement

- Without Auto-Aid, ISO does not give credit for responding staff or apparatus.
- Auto-Aid must be jurisdiction wide for credit.
  - Cannot be limited areas
  - Previous agreement was only for 2-miles outside the city limits.
- Previous agreement did not benefit all citizens
- Statistically, the agencies responded to each other on about an equal basis for assistance.



# Explanation of New Auto-Aid Agreement , cont.

- For structure fires within the City, the County sends a minimum of eight personnel and one command officer.
- For structure fires within the County, the City sends two firefighters.
- When this occurs, the County moves an Engine into the City to provide coverage during the incident.
- Every effort is made to release the City from County incidents ASAP.





# ISO Evaluation Areas

## Category

## Maximum Points

- |   |               |
|---|---------------|
| • Emergency Communications  | • 10 points   |
| • Fire Department   | • 50 points   |
| • Water Supply  | • 40 points   |
| • Community Risk Reduction Activities. <b>Treated as bonus points</b> | • 5.50 points |



# Current Department ISO Ratings

## County

- Rating 3
- Points Earned 77.17

## City

- Rating 3
- Points Earned 74.28



# ISO Requirements to maintain current rating

- Reserve apparatus must be stored out of the weather
  - Additional apparatus at Station One displaces some current reserve equipment.
- Must complete inspections or preplan on 50 % of all businesses at minimum.
- Training: (on a yearly basis per employee)
  - Must have 192 hours of training, with 4-hours of driving.
  - Must have 18-hours at a certified training facility
  - Must have 6-hours of Hazardous Material.





# Maintain rating, cont.

- Response standards:
  - Must have a minimum of 3-engines in service for fire flow requirements.
  - Must supply 200 gpm for 20 minutes ( 4000 gallons)
    - County engines carry 1500 gallons on average
    - **This created the need for the Auto Aid and tanker response policy.**
  - Must have a minimum of 14.25 people on duty after factoring in vacation, sick leave, and holidays.
- Current Auto-Aid policy would expire upon merger.



# Maintain rating, cont.

- Keep current dispatch standards
- Keep hydrant inspection and flow testing
- Other items needed:
  - Annual pump testing
  - Annual ladder testing \*\*
  - Annual hose testing \*\*

\*\* County has a contractor that performs these.



# Strong potential of ISO improvement due to:

- Additional prevention staffing to conduct inspections
- Additional numbers of firefighters available to respond to a fire scene.
  - ISO has several places within their grading system that overall personnel, those on scene, training hours, and inspections can affect point totals.

## \*\*\* Note\*\*\*

- Although the ISO is likely to improve with the merger, the impact on insurance rates would be minimal, if any.



# Staffing Related



# Current Standards for employment by the County

- Certified Firefighter and EMT ( Paramedic Preferred)
  - Bonus points given for local resident
- Pass Fire Team written aptitude test
- Pass a physical abilities test from one of two vendors
- Background, reference, and Drivers License check
- Pass a NFPA compliant medical examination
- Approval of the County Administrator





# Staffing Questions

- **How many people does the city have in the fire unit?**
- **Thirteen Total**
  - One Fire Chief
  - One Administrative Assistance
  - Eleven field firefighters
    - Ten are Firefighter/EMT
    - One is a Firefighter/Paramedic



# Staffing Questions, cont.

- **How many meet the current minimum County hiring requirements?**
  - All current employees met the standard of being State Certified as a Firefighter and EMT or Paramedic.
- It is unknown at this time how many will meet the standards of:
  - Passing of Written and physical ability testing
  - Drivers License check, criminal background check, reference checks, and passing of NFPA compliant medical examinations standards.



# Minimum Staffing Needs

- Six people to staff a second engine at Station 1
  - This will be a Paramedic Engine
- One additional Fire Prevention staff
  - Performing inspections
  - Conducting Public Education Programs
  - Assisting with plan reviews
- These are the minimum staffing needs to provide the service inside the City and to keep the County response staffing at the appropriate level.






# Staffing Questions

- **What is the cost to bring a single City firefighter up to the standards to be a County Fire/EMS staff?**
- **Will be answered in following slides**
- **\*\* Note\*\* County Fire Rescue as the ALS provider, is at its maximum number of Firefighter/EMT's to provide our coverage standards.**



# Assumptions Concerning Personnel Cost

- Assumes no personal equipment transfers over
- Assumes 3 % increase in personnel cost per year
- Salary includes base pay, FLSA required OT, Holiday Pay.
- Based on current benefit calculation rates.
- Based on starting salary in current CBA
- Unknown as to what current CBA incentives City Employees would qualify for
  - Degree, Inspector, and Technical Rescue



# Three Year Projected Personnel Cost of Six People ( 3-EMT, 3-paramedic)

Item	Year 1	Year 2	Year 3
Salary	\$262,266	\$270,134	\$278,505
Benefits	\$ 168,896	\$173,963	\$179,181
Equipment	\$38,220	\$37,440	\$13,440
Total Cost	\$ 469,382	\$481,537	\$470,859



# Assumptions of Paramedic School Cost

- Based on current posted tuition rates
- Salary cost based on the minimum Firefighter/EMT:
  - Hourly rate of \$ 12.1363
  - Overtime rate of \$ 18.2044
- Time off needed and overtime cost are projected at the potential maximum hours needed.

**\*\*Note\*\*** Current County Tuition Reimbursement policy does not cover fees or books .





# Projected Cost of Paramedic School

## IRSC (August 2020)

- Tuition \$4,465
- Fees \$4,663
- School Cost \$9,128
  
- Time off (768 hrs) \$9,320
- OT Coverage (768) \$13,980
  
- Projected total Cost \$32,428

## HCI (January 2020)

- Tuition \$6,125
- Fees \$1,800
- School Cost \$7,925
  
- Time off (768 hrs) \$9,320
- OT Coverage (768) \$13,980
  
- Projected total cost \$31,225



# Assumptions Inspector Cost

- Position is civilian and not a firefighter
- Assume 3 % per year personnel cost increase
- Does not include a vehicle ( one will be needed)
- Equipment cost are estimated
- 40-hour week person, therefore no additional FLSA OT or Holiday pay. Time-off would not generate overtime normally.
- Used County Pay Grade # 15 for equivalency to Code Enforcement Officer III. Non-Exempt position.

# 3-year Projected Cost of an Inspector

Item	Year 1	Year 2	Year 3
• Salary	\$38,100	\$39,243	\$40,420
• Benefits	\$19,461	\$20,044	\$20,646
• Equipment	\$11,870	\$1,870	\$1,620
• <b>Total Cost</b>	<b>\$69,431</b>	<b>\$61,157</b>	<b>\$62,686</b>

- **\*\*Note\*\*** Equipment is computer, portable radio, and tools needed to perform inspections



# Summary





# Personnel Related

- County is currently at the maximum amount of Firefighter/EMT'S that we can have on staff.
  - Consideration of all future new hires required to become paramedics within a defined time period is being researched at this time for cost and impacts.
- Merger would not create any impact on the County's current CBA as long as we do not alter established terms.
- Current CBA allows the administrator to authorize a starting salary at the maximum of pay step three.



# Personnel Related, cont.

- Job description for inspector would need to be created and approved by the BOCC
- Average cost of \$78,230 per person for the number hired as a result of the merger.
- Staffing planned as identified would create promotions of some of the current OCFR staff.
  - Possible MOU with union might be needed to assure maximum participation in the promotional testing process
- Important to let the current city employees know the importance of attending paramedic school



# Equipment Related


- Total cost will be affected based on what is decided on concerning how the purchase or transfer of equipment and vehicles will be handled.
- All equipment needs will need to be examined to assure that no unnecessary equipment is transferred.
- Any equipment obtained will affect the long-term County replacement program.
- Obtained vehicles should have minimum affect on Fleet Services.



# ISO Related

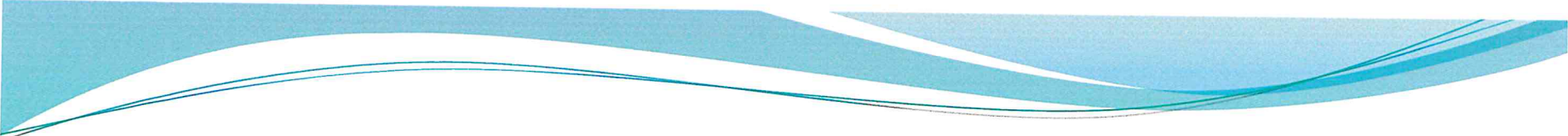
- The minimum standards required to maintain the current rating must be completed by both agencies each year during these talks.
- The ISO will evaluate OCFR soon after the merger takes place.
  - **Therefore it must be emphasized that the previous years items must be completed to obtain the maximum points rating.**





# Items the City should consider to maximize the number of employees to be considered

- One Paramedic program has said they would give priority admission to the City Employees for the January 2020 class.
  - Class is one year in length.
  - Class is on a shift friendly schedule.
- Written and physical ability testing is done at regular intervals and can be competed at:
  - IRSC
  - National Testing Network Centers.



This presentation was designed to address some of the items that were discussed in the Workshop and other questions that the BOCC had. Fire Rescue Administration is prepared to address and to research any new questions.



# Questions