



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

JANUARY 16, 2024

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Council Members

Noel Chandler

Monica Clark

Bob Jarriel

David McAuley

Exhibit 1	January 2, 2024 Minutes
Exhibit 2	December, 2023 Warrant Register
Exhibit 3	Ordinance No. 1283
Exhibit 4	Chamber of Commerce Lease Agreement
Exhibit 5	Bid No. PW 06-10-08-23 Award Motion



CITY OF OKEECHOBEE, FLORIDA
JANUARY 2, 2024, REGULAR CITY COUNCIL MEETING
DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on January 2, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, and Council Members Noel A. Chandler, Robert "Bob" J. Jarriel, and David R. McAuley.

III. AGENDA AND PUBLIC COMMENTS

A. There were no requests for items to be added, deferred, or withdrawn from the agenda.

B. Motion and second by Council Members Jarriel and Chandler to approve the agenda as published.
Motion Carried Unanimously.

C. One comment card was submitted for public participation for issues not on the agenda, by Ms. Regina Tolbert-Gary, introducing herself and her new non-profit. She is an advocate working towards uniting the community through various projects, with a current focus on honoring the legacy of Martin Luther King, Jr. She requested permission to use Veterans Memorial Square of FLAGLER PARK, Block E/Park 1, for an event on January 15, 2024. It was explained this park is reserved for military-related events but there were other parks available. She was advised to contact General Services Staff to complete a Temporary Use Permit for her event.

IV. PRESENTATIONS AND PROCLAMATIONS

A. Congratulations were extended when Administrator Ritter provided an update on the Human Resources Generalist position which was advertised internally. The panel, consisting of him, City Clerk Gamiotea, Police Chief Hagan, and Finance Director Riedel, interviewed four applicants and unanimously selected Heather Prince to fill the position.

V. CONSENT AGENDA

Motion and second by Council Members Jarriel and McAuley to:

A. Dispense with the reading and approve the Minutes for December 5, 2023, [as presented in **Exhibit 1**]; and

B. Approve the November 2023 Warrant Register [in the amounts: General Fund, \$610,283.61; Public Facilities Improvement Fund, \$32,438.82; Capital Improvement Projects Fund, \$193,090.20; CDBG Fund, \$10,324.97; and Appropriations Grant Fund, \$9,885.25; as presented in **Exhibit 2**].

Motion Carried Unanimously.

VI. NEW BUSINESS

A. Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1284, amending the Optional Forms of Benefits for the General Employees Retirement System [as presented in **Exhibit 3**].

Motion Carried Unanimously.

City Attorney John Fumero read the title of proposed Ordinance No. 1284 into the record as follows: "**AN ORDINANCE OF THE CITY OF OKEECHOBEE FURTHER AMENDING THE CITY OF OKEECHOBEE GENERAL EMPLOYEES' RETIREMENT SYSTEM, RESTATED PURSUANT TO ORDINANCE 1141; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**"

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 6, 2024, as the Final Public Hearing date for proposed Ordinance No. 1284. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**

Motion Carried Unanimously.

VI. NEW BUSINESS CONTINUED

- B. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1285, amending Section 2-131 of the Code of Ordinances removing the Personnel Administrator duties from the City Clerk [as presented in **Exhibit 4**].

Motion Carried Unanimously.

Attorney Fumero read the title of proposed Ordinance No. 1285 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CODE OF ORDINANCES CHAPTER 2 ADMINISTRATION, ARTICLE III DEPARTMENTS, OFFICERS, AND EMPLOYEES, DIVISION 4 CITY CLERK, SECTION 2-131 GENERAL DUTIES TO REMOVE THE DUTY OF PERSONNEL ADMINISTRATOR; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 6, 2024, as the Final Public Hearing date for proposed Ordinance No. 1285. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**

Motion Carried Unanimously.

- C. Motion by Council Member Jarriel, second by Vice Mayor Clark to ratify the Community Planning Technical Assistance Grant Agreement No. P0497 with the State Department of Commerce, in the amount of \$20,000.00, to have a Market Feasibility Study, a Lodging Market Analysis and Industry Trend Report, and a Housing Market Profile prepared [as presented in **Exhibit 5**].

Motion Carried Unanimously.

- D. Motion by Council Member McAuley, second by Vice Mayor Clark to approve a Planning Advisory Service Agreement with the Central Florida Regional Planning Council to prepare a Market Feasibility Study, a Lodging Market Analysis and Industry Trend Report, and a Housing Market Profile, in the amount of \$20,000.00 as outlined in Grant Agreement No. P0497 [as presented in **Exhibit 6**].

Motion Carried Unanimously.

- E. Motion and second by Council Members Jarriel and McAuley to approve the purchase of a Kayak Launch [to be installed at Centennial Park, 701 SE 6th AVE] from AccuDock in the amount of \$39,818.90 [as presented in **Exhibit 7**].

- F. Motion and second by Council Members Chandler and Jarriel to increase the Purchase Order [No. 63] to Transportation Solutions and Lighting, Inc./NSS [approved on August 2, 2022] to include shipping charges of \$850.00 [as presented in **Exhibit 8**].

Motion Carried Unanimously.

- G. Administrator Ritter presented for review and informational purposes a report submitted by MacVicar Consulting that highlighted Lake Okeechobee Operations, the Lake Okeechobee System Operating Manual, the Comprehensive Everglades Restoration Plan, and a graphic to show lake levels and stages. [as presented in **Exhibit 9**].

- H. Administrator Ritter provided a summary report of City Projects and Objectives for Fiscal Year 2023-24 utilizing an 18-slide power point presentation which has been added to the official minute file and labeled as **Exhibit 10**. Topics covered in the report were: changes with the adoption of the new Charter to the organizational chart. The City's mission and vision statements. Comparison between the City and County in terms of population, ad valorem revenues, and acreage. The proposed anticipated budget expenditures. The City's representation on local and regional boards/coalitions. Strategic planning and major initiatives. Updates on commercial, industrial, and residential developments. Grant projects. Major accomplishments in the previous Calendar Year and a list of projects for January through March 2024.

VII. CITY ATTORNEY UPDATE

- Continuing to review the proposed Stormwater Management ordinance, ensuring to not duplicate what is already incorporated in the South Florida Water Management District regulations.
- Reviewed proposed Ordinances 1284 and 1285.
- Working on a Memorandum of Understanding with Freedom Baptist Church to address maintenance and insurance issues related to their use of City property for overflow parking.
- Reviewing the Live Local Act and potential impact on City.
- New legislation requires the Business Impact Statement be posted on the City's website for certain Ordinances and Resolutions.
- The Legislative Session is early this year, will track changes and present to City.

VIII. CITY ADMINISTRATOR UPDATE

Administrator Ritter provided no further updates.

IX. COUNCIL COMMENTS

Council Member Chandler is looking forward to another year and continued growth in the City.

Council Member Jarriel expressed he is thankful for the progress in 2023 and is anticipating more progress in 2024.

Council Member McAuley acknowledged he has learned much in the last year and is also looking towards the future and another great year.

X. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:18 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

DRAFT

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



Okeechobee, FL

Exhibit 2
01/16/2024

Check Report

By Check Number

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	12/13/2023	Regular	0.00	199.99	1976
621	City Of Okeechobee - Petty Cash	12/15/2023	Regular	0.00	37.50	1977
795	Graphic Designs Int'l, Inc.	12/15/2023	Regular	0.00	2,790.00	1978
2236	Luna Window Tint	12/15/2023	Regular	0.00	730.00	1979

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	3,757.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	4	0.00	3,757.49

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/12/2023	EFT	0.00	6,255.22	228
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/13/2023	EFT	0.00	118,458.87	229
1644	PRM - Health Insurance	12/15/2023	EFT	0.00	61,895.00	230
1770	PRM - Life, LTD & STD	12/15/2023	EFT	0.00	1,550.16	231
1770	PRM - Life, LTD & STD	12/15/2023	EFT	0.00	2,534.57	232
1645	PRM - Vision & Dental	12/15/2023	EFT	0.00	2,379.03	233
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/27/2023	EFT	0.00	124,936.32	234
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	12/13/2023	Regular	0.00	1,094.54	46651
BOA- 9616	Bank of America - 9616 PD#2	12/13/2023	Regular	0.00	2,989.12	46652
	Void	12/13/2023	Regular	0.00	0.00	46653
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	12/13/2023	Regular	0.00	2,502.87	46654
	Void	12/13/2023	Regular	0.00	0.00	46655
BOA- 3373 fka 2149 P	Bank of America 3373 fka 2149 PD#1	12/13/2023	Regular	0.00	379.90	46656
America's Office Sou	America's Office Source	12/15/2023	Regular	0.00	59.20	46657
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	12/15/2023	Regular	0.00	3,500.00	46658
CAS Governmental Ser	CAS Governmental Services, LLC	12/15/2023	Regular	0.00	2,044.82	46659
City Electric Supply	City Electric Supply	12/15/2023	Regular	0.00	75.56	46660
621	City Of Okeechobee - Petty Cash	12/15/2023	Regular	0.00	27.00	46661
Comcast	Comcast	12/15/2023	Regular	0.00	120.00	46662
Cooling Refrigeratio	Cooling Refrigeration Services, Inc.	12/15/2023	Regular	0.00	575.00	46663
2057	FDC SUPPLIES	12/15/2023	Regular	0.00	27.90	46664
CIT Technology Finan	First-Citizens Bank & Trust Co	12/15/2023	Regular	0.00	996.68	46665
FPU	Florida Public Utilities	12/15/2023	Regular	0.00	55.90	46666
Gabriel Roeder Smith	Gabriel Roeder Smith	12/15/2023	Regular	0.00	1,200.00	46667
GALLS, LLC	GALLS, LLC	12/15/2023	Regular	0.00	794.48	46668
HealthEquity	HealthEquity	12/15/2023	Regular	0.00	587.40	46669
HealthEquity	HealthEquity	12/15/2023	Regular	0.00	10.80	46670
ICS	ICS Computers Inc.	12/15/2023	Regular	0.00	2,736.95	46671
Interaction	Interaction Insight Corporation	12/15/2023	Regular	0.00	600.00	46672
594	KYOCERA Document Solutions Southeast	12/15/2023	Regular	0.00	403.00	46673
2253	MacVicar Consulting, Inc.	12/15/2023	Regular	0.00	250.00	46674
Morris-Depew Associa	Morris-Depew Associates, Inc.	12/15/2023	Regular	0.00	16,563.60	46675
1858	Municipal Emergency Services	12/15/2023	Regular	0.00	795.00	46676
2212	Nason Yeager Gerson Harris & Fumero P.A.	12/15/2023	Regular	0.00	9,900.00	46677
Okeechobee Auxiliary	Okeechobee Auxiliary Police, Inc.	12/15/2023	Regular	0.00	300.00	46678
BOCC	Okeechobee County - BOCC	12/15/2023	Regular	0.00	200.00	46679
222	Okeechobee News c/o Independent Newspape	12/15/2023	Regular	0.00	929.60	46680
2196	Okeechobee Shooting Sports	12/15/2023	Regular	0.00	2,164.00	46681
OReilly	O'Reilly Auto Parts	12/15/2023	Regular	0.00	46.57	46682
1616	Policy Managers	12/15/2023	Regular	0.00	560.55	46683
2064	Red Ink Printing	12/15/2023	Regular	0.00	106.00	46684
1155	Safety Products Inc.	12/15/2023	Regular	0.00	15.59	46685
1574	Salem Trust Company	12/15/2023	Regular	0.00	15,988.89	46686
1574	Salem Trust Company	12/15/2023	Regular	0.00	1,890.03	46687
Sandra Pearce Photog	Sandra Pearce Photography	12/15/2023	Regular	0.00	70.00	46688
554	Scott's Quality Cleaning	12/15/2023	Regular	0.00	211.25	46689
2183	Select Shred	12/15/2023	Regular	0.00	30.00	46690
436	Sign Guy	12/15/2023	Regular	0.00	135.00	46691
Sirchie	Sirchie Acquisition Company	12/15/2023	Regular	0.00	204.38	46692
1827	Soler Automotive	12/15/2023	Regular	0.00	3,034.50	46693
St Lucie	St. Lucie Battery & Tire	12/15/2023	Regular	0.00	54.67	46694
350	Superior Water Works, Inc.	12/15/2023	Regular	0.00	27.50	46695
Supplyline	Supplyline	12/15/2023	Regular	0.00	380.94	46696
Taylor Rental	Taylor Rental - Okeechobee	12/15/2023	Regular	0.00	152.49	46697
1813	Thompson Reuters	12/15/2023	Regular	0.00	104.36	46698
Tire Zone	Tire Zone of Okeechobee, Inc.	12/15/2023	Regular	0.00	792.78	46699
1516	Total Roadside Services, Inc.	12/15/2023	Regular	0.00	586.44	46700
1861	TransUnion Risk & Alternative Data	12/15/2023	Regular	0.00	75.00	46701
TCMA	Treasure Coast Medical Associates	12/15/2023	Regular	0.00	3,141.50	46702
1544	UniFirst Corp	12/15/2023	Regular	0.00	354.21	46703

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Verizon	Verizon Wireless	12/15/2023	Regular	0.00	72.14	46704
Verizon	Verizon Wireless	12/15/2023	Regular	0.00	350.04	46705
W&W	W&W Lumber Company of Okeechobee	12/15/2023	Regular	0.00	256.64	46706
	Void	12/15/2023	Regular	0.00	0.00	46707
538	Waste Management Inc. of Florida	12/15/2023	Regular	0.00	51,146.27	46708
WEX	WEX Bank	12/15/2023	Regular	0.00	4,933.55	46709
Home Depot	Home Depot Credit Services	12/27/2023	Regular	0.00	852.36	46710
AdvanceAuto	Advance Auto Parts	12/28/2023	Regular	0.00	127.68	46711
AFLAC	American Family Life Assurance Co.	12/28/2023	Regular	0.00	492.42	46712
CenturyLink-Fiber	Century Link	12/28/2023	Regular	0.00	1,826.54	46713
CenturyLink-LD	CenturyLink	12/28/2023	Regular	0.00	18.49	46714
CenturyLink-Local	CenturyLink	12/28/2023	Regular	0.00	2,128.57	46715
Fitness Factory	Fitness Factory	12/28/2023	Regular	0.00	240.00	46716
FPL	Florida Power & Light Company	12/28/2023	Regular	0.00	1,278.61	46717
FPL	Florida Power & Light Company	12/28/2023	Regular	0.00	3,199.16	46718
ICS	ICS Computers Inc.	12/28/2023	Regular	0.00	62.95	46719
1866	JC Newell Const. Inspect. Services, Inc.	12/28/2023	Regular	0.00	5,356.00	46720
Katie Rogers	Katie Rogers	12/28/2023	Regular	0.00	762.60	46721
Keli Trimnal	Keli Trimnal	12/28/2023	Regular	0.00	120.96	46722
594	KYOCERA Document Solutions Southeast	12/28/2023	Regular	0.00	51.82	46723
LegalShield	LegalShield	12/28/2023	Regular	0.00	50.85	46724
117	Liberty National Life Ins. Co.	12/28/2023	Regular	0.00	179.28	46725
MissionSquare	MissionSquare	12/28/2023	Regular	0.00	2,800.00	46726
1727	Okeechobee Dodge Chrysler Jeep	12/28/2023	Regular	0.00	87.50	46727
OUA	Okeechobee Utility Authority	12/28/2023	Regular	0.00	1,072.13	46728
Rabon	Rabon's Country Feed	12/28/2023	Regular	0.00	36.22	46729
T-Mobile	T-Mobile	12/28/2023	Regular	0.00	98.52	46730
1516	Total Roadside Services, Inc.	12/28/2023	Regular	0.00	287.00	46731
1939	United Way	12/28/2023	Regular	0.00	30.00	46732
338	US Postal SVC/Neopost Postage On Call	12/28/2023	Regular	0.00	1,000.00	46733
City Of Okeechobee P	City Of Okeechobee Payroll Account	12/21/2023	Bank Draft	0.00	447.09	DFT0000003

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	80	0.00	158,764.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	1	1	0.00	447.09
EFT's	7	7	0.00	318,009.17
	125	91	0.00	477,220.53

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 302-CDBG	Grant Fund Truist Checking					
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	12/28/2023	Regular	0.00	10,324.97	1413

Bank Code Grant Fund 302 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	10,324.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	10,324.97

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 305-Industrial Development Fund						
CraigSmith	Craig A Smith	12/28/2023	Regular	0.00	7,725.00	1414

Bank Code Grant Fund 305 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	7,725.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	7,725.00

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 307-Appropriations Grant Fund						
CAS Governmental Ser	CAS Governmental Services, LLC	12/15/2023	Regular	0.00	675.00	1412

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	675.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	675.00

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	12/13/2023	Regular	0.00	312.97	3708
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	12/13/2023	Regular	0.00	1,963.20	3709
AdvanceAuto	Advance Auto Parts	12/15/2023	Regular	0.00	461.65	3710
B & B Site Developme	B & B Site Development	12/15/2023	Regular	0.00	1,666.60	3711
City Electric Supply	City Electric Supply	12/15/2023	Regular	0.00	8.88	3712
CW Roberts Contracti	CW Roberts Contracting, Inc.	12/15/2023	Regular	0.00	590.71	3713
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	12/15/2023	Regular	0.00	107.88	3714
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	12/15/2023	Regular	0.00	8,333.33	3715
Supplyline	Supplyline	12/15/2023	Regular	0.00	48.50	3716
Taylor Rental	Taylor Rental - Okeechobee	12/15/2023	Regular	0.00	220.00	3717
Transportationsoluti	Transportation Solutions & Lighting	12/15/2023	Regular	0.00	23,573.00	3718
W&W	W&W Lumber Company of Okeechobee	12/15/2023	Regular	0.00	17.97	3719
Home Depot	Home Depot Credit Services	12/27/2023	Regular	0.00	578.87	3720
FPL	Florida Power & Light Company	12/28/2023	Regular	0.00	5,671.77	3721

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	14	0.00	43,555.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	16	14	0.00	43,555.33

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	140	101	0.00	224,802.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	1	1	0.00	447.09
EFT's	7	7	0.00	318,009.17
	148	112	0.00	543,258.32

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	12/2023	477,220.53
301	PUBLIC FACILITY FUND	12/2023	43,555.33
302	CDBG FUND	12/2023	10,324.97
304	CAPITAL PROJECTS FUND	12/2023	3,757.49
305	INDUSTRIAL DEVELOPMENT FUND	12/2023	7,725.00
307	APPROPRIATIONS GRANT FUND	12/2023	675.00
			543,258.32

ORDINANCE NO. 1283

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM CENTRAL BUSINESS DISTRICT (CBD) TO HEAVY COMMERCIAL (CHV) PETITION NO. 23-002-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida (hereafter "City") has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for the City; and

WHEREAS, Jay Patel, on behalf of Jitendra Living Trust, has heretofore filed Petition No. 23-002-R, pursuant to the Land Development Regulations of the City for the purpose of rezoning a certain tract of land consisting of approximately 0.65 acres from CBD to CHV; and

WHEREAS, said Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review, that such Petition is consistent with the City's Comprehensive Plan; and

WHEREAS, said Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on December 21, 2023, determined that such Petition is consistent with the Comprehensive Plan; and

WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds Rezoning Petition No. 23-002-R to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of the City to amend aforesaid revised Zoning Map as hereinafter set forth.

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

SECTION 1: RECITALS ADOPTED.

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

SECTION 2: LEGAL DESCRIPTION.

The following described land consisting of approximately 0.65 acres, as the Subject Property, located in the City, to-wit:

BEGINNING AT THE INTERSECTION OF THE EAST (E) SIDE OF PARROTT AVENUE (AVE) WITH THE SOUTH (S) SIDE OF 7TH STREET (ST) [N/K/A SOUTHEAST (SE) 2ND ST], ACCORDING TO THE MAP OF THE TOWN OF OKEECHOBEE AS RECORDED IN PLAT BOOK (PB) 2, PAGE (PG) 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (FL), AND RE-RECORDED IN PB 5, PG 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FL, AND RUN S ALONG THE E LINE OF PARROTT AVE 95-FEET (FT); THENCE E PARALLELING 7TH ST [N/K/A SE 2ND ST] 142.5-FT; THENCE NORTH (N) PARALLELING PARROTT AVE 95-FT TO 7TH ST [N/K/A SE 2ND ST]; THENCE WEST (W) ALONG THE S LINE OF 7TH ST [N/K/A SE 2ND ST] 142.5-FT TO THE POINT OF BEGINNING (POB); together with

BEGINNING AT A POINT WHERE THE S BOUNDARY OF 7TH ST [N/K/A SE 2ND ST] INTERSECTS THE W BOUNDARY OF TALLAHASSEE ST [N/K/A SE 2ND AVE] AND RUN S ALONG THE W BOUNDARY OF TALLAHASSEE ST [N/K/A SE 2ND AVE] A DISTANCE OF 95-FT TO A POINT; THENCE W AND PARALLEL TO 7TH ST [N/K/A SE 2ND ST] A DISTANCE OF 142.5-FT TO A POINT; THENCE N PARALLEL TO TALLAHASSEE ST [N/K/A SE 2ND AVE], A DISTANCE OF 95-FT TO THE S BOUNDARY OF 7TH ST [N/K/A SE 2ND ST]; THENCE E ALONG THE S BOUNDARY OF 7TH ST [N/K/A SE 2ND ST], A DISTANCE OF 142.5-FT TO THE POB.

LYING AND BEING A PART OF SECTION 21, TOWNSHIP 37 S, RANGE 35 E, ACCORDING TO THE PLAT THEREOF RECORDED IN PB 2, PG 26, PUBLIC

RECORDS OF ST. LUCIE COUNTY, FL, AND RE-RECORDED IN PB 5, PG 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FL AND FIRST ADDITION TO OKEECHOBEE, AS RECORDED IN PB 2, PG 26 PUBLIC RECORDS OF ST. LUCIE COUNTY, FL AND RE-RECORDED IN PB 1, PG 11, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FL; together with

THAT PORTION OF THE 15.00-FT ALLEY LYING BETWEEN THE ABOVE-DESCRIBED PARCELS [per City Ordinance No. 550, adopted August 6, 1985].

SECTION 3: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City be amended to reflect the subject property to be changed from CBD to CHV.

SECTION 4: CONFLICT.

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

SECTION 5: SEVERABILITY.

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

SECTION 6: EFFECTIVE DATE.

This Ordinance shall become effective immediately after its adoption by the City.

INTRODUCED for First Reading and set for Final Public Hearing on this **16th** day of **January 2024**.

Roll Call Vote:

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

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **20th** day of **February 2024**. Roll Call Vote:

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

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

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



CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD MEETING
DECEMBER 21, 2023
DRAFT SUMMARY OF BOARD ACTION

I. CALL TO ORDER

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, December 21, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) Third Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

II. ATTENDANCE

Roll was taken by General Services Secretary Keli Trimnal. Chairperson Dawn Hoover, Vice Chairperson Doug McCoy, Board Members Phil Baughman, Carl Berlin, Jr., Karyne Brass, Mac Jonassaint, Jim Shaw, and Alternate Board Members Jon Folbrecht and James Dean Murray were present.

III. AGENDA

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

IV. MINUTES

- A. Motion by Vice Chairperson McCoy, seconded by Member Baughman to dispense with the reading and approve the October 19, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

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

- A. Rezoning Petition No. 23-002-R, requests to rezone 0.65± acres from Central Business District (CBD) to Heavy Commercial (CHV), located at 201 South Parrott Avenue, for the purpose of expanding the existing Budget Inn motel.
 - 1. Notary Public Keli Trimnal administered an oath to Mr. Steve Dobbs, 209 Northeast 2nd Street, Okeechobee, FL, and Mr. Ben Smith, Morris-Depew Associates, Inc., 2914 Cleveland Avenue, Fort Myers, FL, who responded affirmatively.
 - 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from CBD to CHV for the subject property to be consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and consistent with the pattern of land use, therefore recommending approval.
 - 3. Mr. Dobbs, Engineer, for Mr. Jay Patel, Trustee, on behalf of the Property Owner, Jitendra Living Trust, was present and available for questions. Member Brass asked Planning Consultant Smith whether patron parking was legal in the setbacks next to the road. He explained this proposed request is not about setbacks, it is about whether it is consistent with the criteria that the City has for Rezoning, and an analysis of that criteria has been provided. Member Brass lastly asked whether the CHV Zoning District was more restrictive to setbacks and Planning Consultant Smith responded yes.
 - 4. No Ex-Parte disclosures were offered.
 - 5. Motion by Member Baughman, seconded by Member Jonassaint to recommend approval to the City Council for Rezoning Petition No. 23-002-R as presented in [Exhibit 1, which includes the findings as required for granting Petitions per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval]. **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for January 16, 2024, and February 20, 2024.

CHAIRPERSON HOOVER CLOSED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:19 P.M.

23-002-R

Rezoning Request Staff Report



Applicant | Jay Patel

Site Address | 201 S Parrott Ave, Okeechobee, FL 34974



Prepared for The City of Okeechobee

General Information

Owner: Jitendra Living Trust
Applicant: Jay Patel
Primary Contact: Steve Dobbs or Jennifer Busbin (863-824-7644)
Site Address: 201 S Parrott Ave, Okeechobee, FL 34974
Parcel Identification: 3-15-37-35-0010-01720-0010

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

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

Parcel #1:	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning	Central Business District	Heavy Commercial
Use of Property	Motel	Motel
Acreage	+/- .654	+/- .654

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

	Future Land Use	Zoning	Existing Use
North	Commercial	Light Commercial (CLT)	Pawn Shop
East	Commercial	Central Business District (CBD)	Professional Offices
South	Commercial	Central Business District (CBD)	Auto Parts Store
West	Commercial	Central Business District (CBD)	Commercial Vacant Building

Description of Request and Existing Conditions

The applicant is requesting to rezone the subject parcel from Central Business District to Heavy Commercial. The subject parcel is 0.654-acres with an existing Motel. The motel use is not listed as a permitted use in the CBD district and therefore is an existing nonconforming use. The applicant has stated their ultimate intent is to expand the motel use to add another motel room, though no site plan application has been submitted for that development program at this time. Motels are listed as a permitted use in the CHV district and expansion of the hotel would be permitted upon approval of this

request, subject to submittal of a site plan which meets the standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the Heavy Commercial district and the nonconforming structure provisions of Chapter 90, Article II.

Notwithstanding the applicant's stated intentions, there are differences between the CBD and CHV districts that could affect future redevelopment of the subject property if this request is approved. The CHV generally allows for a greater number of permitted and special exception uses, though it requires more restrictive setbacks and lot coverage.

Every permitted use in the CBD district is also permitted in the CHV district, though there are a number of uses permitted in CHV district that are not permitted in the CBD district as follows:

- Funeral home
- Hotel, motel
- Taxidermist
- Pet grooming
- Convenience store
- Indoor auction house
- Pawnshop

Every use allowed by special exception in the CBD district is also allowed by special exception in the CHV district (except pawnshops, which are listed permitted in CHV), though there are a number of uses allowed by special exception in CHV district that are not allowed by special exception in the CBD district as follows:

- Wholesale, warehouse not including bulk storage of flammable liquids
- Enclosed warehouse and storage
- Outdoor sales and storage, building trades contractor
- Flea market
- Commercial outdoor recreation
- Veterinary service
- Crematory
- Recreational vehicle park, for transient recreation use
- Hospitals, which means in patient hospital care
- Adult family care homes, assisted living facilities as defined in F.S. § 429.02(5)
- Nursing homes
- Alcohol and drug rehabilitation center/detox center
- Convenience store with fuel pumps
- Retail pool supplies and equipment (including storage of chemicals for use and/or retail sale)
- Water treatment services (including storage of chemicals for use and/or retail sale)
- Pest control (including storage of chemicals for use and/or retail sale)

The CBD district allows for development with zero setbacks, whereas the CHV district requires at least a 20 foot front setback, 8 foot side setbacks, and 10 foot rear setback.

The CBD district allows for development with 85% lot coverage, whereas the CHV district allows for development with 50% lot coverage.

Consistency with LDC Section 70-340

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

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

Applicant Response: The proposed change in zoning from CBD to Heavy Commercial is not contrary to the Comprehensive Plan

Staff Response: Per Policy 2.1(e) of the City of Okeechobee Comprehensive Plan, Heavy Commercial is an appropriate district within the proposed Future Land Use.

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

Applicant Response: Yes, the expansion of the established Motel is a permitted use under the Heavy Commercial zoning district.

Staff Response: The motel use is specifically authorized as a permitted use in the CHV district per LDC 90-282(7).

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

Applicant Response: The proposed use will not have an adverse effect on the public.

Staff Response: Approval of this request will allow for uses to be developed on the subject property consistent with the CHV zoning district. As listed above, there are a number of additional uses that will be permitted and allowed by special exception if this request is approved. However, the abutting properties are all zoned commercial, developed with existing commercial uses, which should not be adversely affected by approval of this request. Heavy commercial zoning is prevalent along SR 441 and is generally desired by the City in order to provide a range of commercial uses along this commercial corridor.

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

Applicant Response: The proposed use is appropriate for the location and is an expansion for the established business.

Staff Response: The current use of the property is a motel, which is not a permitted use or a use allowed by special exception in the CBD district, though it is a permitted use in the CHV district. The motel use has existed on this site for many years adjacent to the neighboring uses. Hotels and motels are a common use along the City's commercial corridors and are not contrary or detrimental to urbanizing land use patterns.

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

Applicant Response: The proposed use will not adversely affect the property values or be a deterrent to adjacent properties.

Staff Response: There is no reason to suspect that rezoning the subject property from Central Business District to Heavy Commercial will have any adverse impacts on property values or living conditions or be a deterrent to the improvement or redevelopment of adjacent properties.

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

Applicant Response: The proposed use will meet all required setbacks and will have little to no impact on surrounding neighbors.

Staff Response: Expansion of the existing motel use or redevelopment of a new use will be subject to all Land Development Code required buffers within the Heavy Commercial zoning district. Additionally, no nuisances or hazards are expected to the surrounding commercial properties as a result of this rezoning.

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

Applicant Response: The proposed use will not create a density pattern that will overburden any public facilities.

Staff Response: Only one residential dwelling unit per commercial building can be allowed as a special exception use in both the CBD and CHV district, which would have a de minimis impact on public facilities.

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

Applicant Response: The proposed use will address all traffic and drainage concerns during site plan review. The expansion of the established use will not affect public safety.

Staff Response: The applicant has submitted a Traffic Impact Statement, affirming that the proposed change in zoning will not result in an increase in the number of trips, as the potential maximum trip generation of this property is not increased by this rezoning. The applicant states that the highest trip-generating use permitted under both existing and proposed zoning classifications is a medical dental office. Water management issues will be considered at time of site plan approval.

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

Applicant Response: The proposed use has not been inordinately burdened by unnecessary restrictions.

Staff Response: Agreed.

Conclusion

Based on the materials provided by the applicant and the above analysis, we find that this request to rezone the subject property from CBD to CHV is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the Applicant's request.

Submitted by:



Ben Smith, AICP

Director of Planning

December 11, 2023

Okeechobee Planning Board Hearing: December 21, 2023

Okeechobee City Council Public Hearings (tentative): January 16, 2024 and February 20, 2024.

Supplemental Exhibits



Exhibit A: Existing Zoning Map (subject property outlined in **Red**)

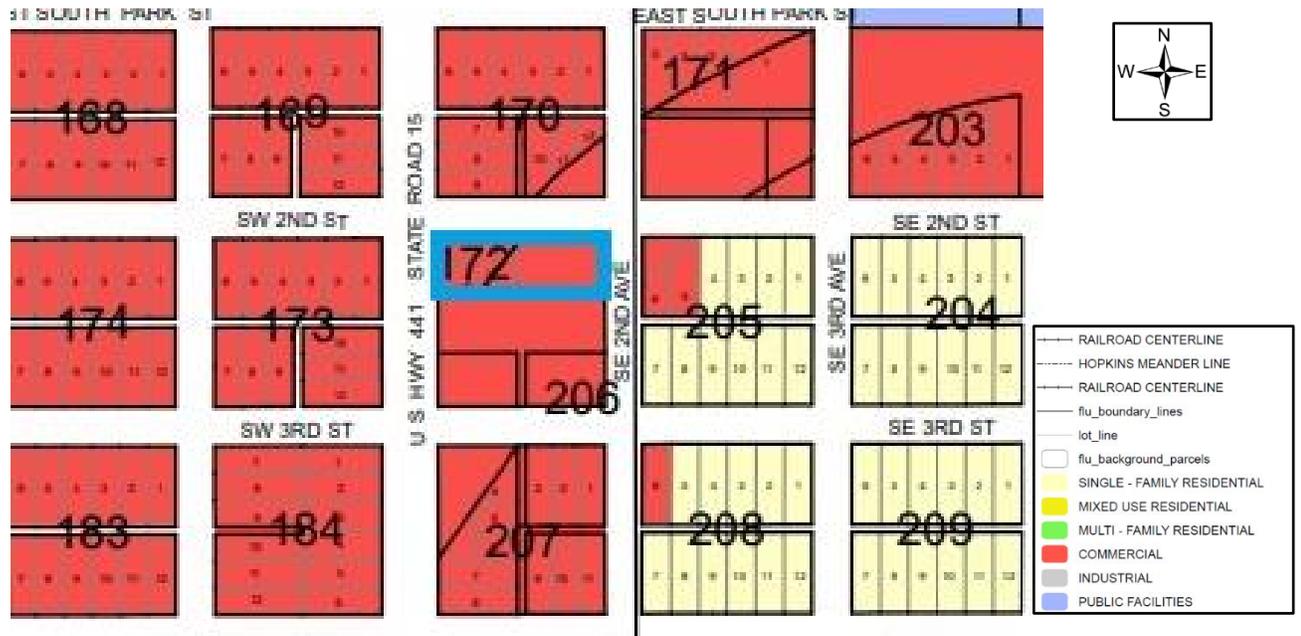


Exhibit B: Existing Future Land Use Map (subject property outlined in **Blue**)



Exhibit C: Existing Land Uses

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>10-24-2023</u>	Petition No. <u>23-003-R</u>
		Fee Paid: <u>10-24-2023</u>	Jurisdiction: <u>PB+CC</u>
		1 st Hearing: <u>12-21-23</u>	2 nd Hearing: <u>1-16-24+2-20-24</u>
		Publication Dates:	
		Notices Mailed: <u>12/10</u>	
Rezone, Special Exception and Variance			
APPLICANT INFORMATION			
1	Name of property owner(s): Jitendra Living Trust		
2	Owner mailing address: 201 S Parrott Ave Okeechobee FL 34974		
3	Name of applicant(s) if other than owner Jay Patel		
4	Applicant mailing address: 201 S Parrott Ave Okeechobee FL 34974		
	E-mail address: karmahotels@hotmail.com		
5	Name of contact person (state relationship): Steve Dobbs or Jennifer Busbin Engineering Firm		
6	Contact person daytime phone(s): 863-824-7644		
PROPERTY INFORMATION			
7	Property address/directions to property: 201 S Parrott Ave - SE Corner of Hwy 441 and SE 2nd Street		
8	Describe current use of property: Motel		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) 10,478 sq ft Motel Source of potable water: OUA Method of sewage disposal: OUA		
10	Approx. acreage: 0.654 Acres Is property in a platted subdivision? No <u>Yes City of Okeechobee</u>		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: No		
12	Is a pending sale of the property subject to this application being granted? No		
13	Describe uses on adjoining property to the North: North: Commercial, Pawn Shop East: Commercial, Professional Office South: Commercial, Auto Parts Store West: Commercial, Vacant Building		
14	Existing zoning: CBD Future Land Use classification: Commercial		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<u>X</u>) No (___) Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<u>X</u>) Rezone (___) Special Exception (___) Variance		
17	Parcel Identification Number: 3-15-37-35-0010-01720-0010		

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

Confirmation of Information Accuracy

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

Signature  Printed Name JAY PATEL Date 10/23/23

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

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

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

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

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

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

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

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.

9. The proposed use has not been inordinately burdened by unnecessary restrictions.

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

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

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

1. The proposed rezoning is not contrary to Comprehensive Plan requirements.

The proposed change in zoning from CBD to Heavy Commercial is not contrary to the Comprehensive Plan.

2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.

Yes, the expansion of the established Motel is a permitted use under the Heavy Commercial zoning district.

3. The proposed use will not have an adverse effect on the public interest.

The proposed use will not have an adverse effect on the public.

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

The proposed use is appropriate for the location and is an expansion for the established business.

5. The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.

The proposed use will not adversely affect the property values or be a deterrent to adjacent properties.

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

The proposed use will meet all required setbacks and will have little to no impact on surrounding neighbors.

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

The proposed use will not create a density pattern that will overburden any public facilities.

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.

The proposed use will address all traffic and drainage concerns during site plan review. The expansion of the established use will not affect public safety.

9. The proposed use has not been inordinately burdened by unnecessary restrictions.

The proposed use has not been inordinately burdened by unnecessary restrictions.

R7.00
D.70

Quitclaim Deed

FILED FOR RECORD
OKEECHOBEE
99 JUN -2 PM 2:53
SHARON ROBERTSON
CLERK OF CIRCUIT COURT

PREPARED BY:
ROBERT J. KULAS, Esq.
1954 S.E. Port St. Lucie Blvd.
Port St. Lucie, Florida 34952
WHEN RECORDED MAIL TO:
J. PATEL and
N. PATEL
201 S. Parrot Avenue
Okeechobee, Florida 34974
Parcel I.D. # 3-15-37-35-0010-01720-0010

323701

SPACE ABOVE FOR RECORDER'S USE

Deed made on May 24, 1999, for no consideration, J. D. PATEL AND NAYNA J. PATEL, his wife, do hereby Remise, Release and Quitclaim to J. PATEL AND N. PATEL, Trustees, or their successors in trust, under the JITENDRA LIVING TRUST dated May 24, 1999, and any amendments thereto, with full power and authority to protect, conserve and to sell, or to lease or to encumber and otherwise manage and dispose of said real property described herein, pursuant to Section 689.071, Florida Statutes, whose address is 201 S. Parrot Avenue, Okeechobee, Florida 34974 all their interest in and to the following described real property in the County of Okeechobee, State of Florida:

Beginning at the intersection of the East side of Parrott Avenue with the South side of 7th Street, according to the map of the Town of Okeechobee as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida, and run South along the East line of Parrott Avenue, 95 feet; thence East paralleling 7th Street, 142.5 feet; thence North paralleling Parrott Avenue, 95 feet to 7th Street; thence West along the South line of 7th Street 142.5 feet to the Point of Beginning.

ALSO: Beginning at a point where the South boundary of 7th Street intersects the West boundary of Tallahassee Street and run South along the West boundary of Tallahassee Street a distance of 95 feet to a point; thence West and parallel to 7th Street a distance of 142.5 feet to a point; thence North parallel to Tallahassee Street, a distance of 95 feet to the South boundary of 7th Street; thence East along the South boundary of 7th Street, a distance of 142.5 feet to the Point of Beginning.

Lying and being in a part of Section 21, Township 37 South, Range 35 East, according to the plat of Okeechobee recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida, and 1st Addition to Okeechobee, according to the plat thereof recorded in Plat Book 2, Page 26, Public Records of St. Lucie County, Florida.

This deed was prepared without the benefit of a title search and the description of the property was furnished by the parties. The preparer of this deed assumes no liability whatsoever either for the accuracy of the legal description or the status of the title to the property.

Signed, sealed and delivered
in our presence:

[Signature]
Witness Signature
Robert J. Kulas
Printed Name

J. D. Patel
J. D. PATEL

[Signature]
Witness Signature
April Boyd
Printed Name

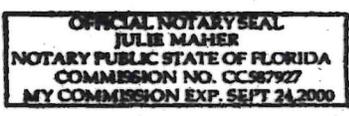
Nayna Patel
NAYNA J. PATEL
Documentary Stamps paid in the amount of
\$.70
Class C Intangible Tax paid in the amount
of \$ 8
Sharon Robertson, Clerk of Circuit Court
Okeechobee County, Florida
By: Michael M. Studd, D.C.
Date: 6-2-99

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

SS

The foregoing instrument was acknowledged before me this May 24, 1999 by J. D. PATEL and NAYNA J. PATEL, who are personally known to me or who have produced Drivers license as identification and who did (did not) take an oath.

[Signature]
Notary Public
Julie Maheer
Name of Acknowledger



Certificate of Trust for the Jitendra Living Trust dated May 24, 1999

Pursuant to the Florida Trust Code, Chapter 736.1017, this Certificate of Trust is signed by all the currently acting Trustees of the Jitendra Living Trust dated May 24, 1999, as restated on July 5, 2017, who declare:

1. The Grantors are Jitendra Dahyabhai Patel and Nayaben Jitendra Patel. The trust is revocable by the Grantors, acting jointly and not separately.
2. The Trustees of the trust are Jitendra Dahyabhai Patel aka J. Patel and Nayaben Jitendra Patel aka N. Patel. The signature of one Trustee is sufficient to exercise the powers of the Trustee.
3. The Successor Trustees of the trust are:
Upon Incapacity or Death:
 The non-incapacitated or surviving spouse will serve as sole Trustee. If he or she is unable to serve or to continue to serve for any reason, then the following will serve as successor Trustee, in the order named:
 Zarna J. Dahya, Vikash J. Dahya, and Vishal J. Dahya, or the survivor of them
 Arun Kishorchandra Karsan and Prakash M. Patel, or the survivor of them
4. The tax identification number of the trust is the Social Security number of either Jitendra Dahyabhai Patel or Nayaben Jitendra Patel.
5. Title to assets held in the trust will be titled as:
 Jitendra Dahyabhai Patel aka J. Patel and Nayaben Jitendra Patel aka N. Patel, Trustees, or their successors in interest, of the Jitendra Living Trust dated May 24, 1999, and any amendments thereto.
6. An alternative description will be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor Trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
7. Excerpts from the trust document that establish the trust, designate the Trustee, and set forth the powers of the Trustee will be provided upon request. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests.

PARCEL NUMBER	OWNER 1	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-15-37-35-0010-01690-0010	L AND M FAMILY HOLDINGS LLC	1129 SW 39TH LN		OKEECHOBEE	FL	34974-6042
3-15-37-35-0010-01690-0070	PALMDALE OIL COMPANY INC	120 SOUTH PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01690-0100	PALMDALE OIL COMPANY INC	120 SOUTH PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01700-0010	102 SE PARK LLC	C/O LAVI SHENKMAN	123 CHESTNUT ST STE 202	PHILADELPHIA	PA	19106-3051
3-15-37-35-0010-01700-0070	UNITED TELEPHONE COMPANY OF FL	ATTN: PROPERTY TAX DEPT	1025 ELDORADO BLVD	BLOOMFIELD	CO	80021
3-15-37-35-0010-01700-0080	BE A MAN BUY LAND LLC	4260 SE FEDERAL HWY		STUART	FL	34997-4937
3-15-37-35-0010-01710-0020	BEST VALUE REAL ESTATE LLC	407 SAINT ANDREWS DR		BELLEAIR	FL	33756-1935
3-15-37-35-0010-01710-0040	BEST VALUE REAL ESTATE LLC	407 SAINT ANDREWS DR		BELLEAIR	FL	33756-1935
3-15-37-35-0010-01710-0050	VISITING NURSE ASSOCIATION OF	2400 SE MONTEREY RD STE 300		STUART	FL	34996
3-15-37-35-0010-01720-0010	JITENDRA LIVING TRUST	201 S PARROTT AVE		OKEECHOBEE	FL	34974-4338
3-15-37-35-0010-01720-0030	O'REILLY AUTOMOTIVE STORES INC	C/O RYAN, LLC #4958	PO BOX 9167	SPRINGFIELD	MO	65801-9167
3-15-37-35-0010-01730-0010	VARSON ANGELA	208 S PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-001A	VARSON ANGELA LYNN	208 S PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-0020	WHERRELL M CHAD	1730 SW 12TH TER		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-0040	WHERRELL M CHAD	1730 SW 12TH TER		OKEECHOBEE	FL	34974-4972
3-15-37-35-0010-01730-007A	SACRED SANCTUARY LLC	207 SW 2ND AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-007B	ANSELMO MARIA	1987 SW 2ND WAY		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-0100	BALL DIXIE W	500 SW 5TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01840-0010	B & B CASH GROCERY STORES INC	927 S US HIGHWAY 301		TAMPA	FL	33619-4338
3-21-37-35-0020-02050-0020	MIAMI BUILDERS PROPERTY LLC	C/O MARIA JOSEPH	PO BOX 370533	MIAMI	FL	33137-0533
3-21-37-35-0020-02050-0030	HANCOCK SAMMY	990 SE 23RD ST		OKEECHOBEE	FL	34974-5392
3-21-37-35-0020-02050-0040	ROSSI CHRIS	204 SE 2ND ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0050	K AND R OFFICE PROPERTIES LLC	2760 SW GLENMOOR WAY		PALM CITY	FL	34990-7914
3-21-37-35-0020-02050-0070	BRASS KARYNE HENRY	201 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0090	BRASS KARYNE HENRY	201 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0100	WILLIAMS PAULA ELAINE	209 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0110	WILLIAMS PAULA E	209 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02070-0010	207 REALTY LLC	3550 US HIGHWAY 441 S		OKEECHOBEE	FL	34974-6211
3-21-37-35-0020-02070-0020	207 REALTY LLC	P O BOX 848		OKEECHOBEE	FL	34973-0848
3-21-37-35-0020-02070-0070	207 REALTY LLC	P O BOX 848		OKEECHOBEE	FL	34973-0848
3-21-37-35-0020-02080-0050	GRIFFIN MARY M	38 S KNOLL RD		MILL VALLEY	CA	94941
3-21-37-35-0020-02080-0060	BAKER & ASSOCIATES OF THE	1550 S OCEAN DR #20		FT PIERCE	FL	34949

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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of 09/21/2023 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 23 day of October, 2023.

[Handwritten Signature]

Signature of Applicant

10/23/23

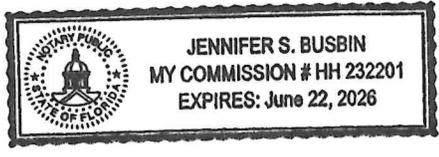
Date

JAY PATEL

Name of Applicant (printed or typed)

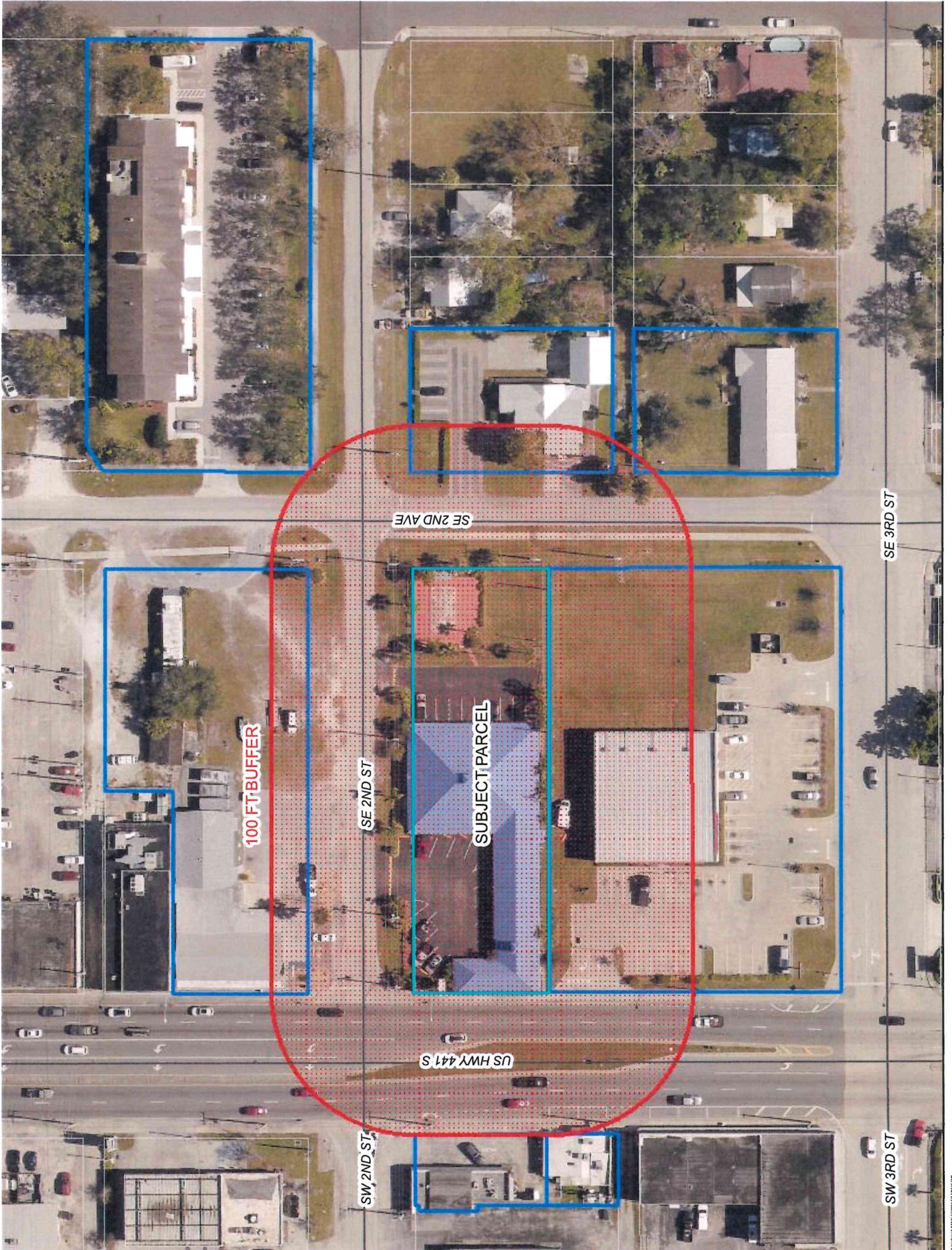
STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of October, 2023, by Jay Patel, who is personally known to me or produced as identification.
(Name of Person)



[Handwritten Signature]

NOTARY PUBLIC SIGNATURE



SUBJECT PARCEL

100 FT BUFFER

SE 2ND AVE

US HWY 441 S

SE 2ND ST

SE 3RD ST

SW 2ND ST

SW 3RD ST



December 1, 2023

City of Okeechobee
55 NE 3rd Street
Okeechobee, FL 34974

Project Number: FL23029
Subject: Jitendra Living Trust Rezoning

Dear Reviewer:

Newlines/SLD Engineering, has completed an analysis of the traffic generation statement for the above referenced facility. The application is to support a rezoning from CBD- Central Business District to CHV – Heavy Commercial for 0.65 acres- Parcel ID 3-15-37-35-0010-01720-0010.

This analysis was based on a spreadsheet distributed by the Florida Department of Transportation, which is based on the Institute of Transportation Engineers (ITE) Trim Generation Manual (8th Edition). The results indicate the existing zoning of Central Business District, Medical Dental Office (ITE code 720) was used as a high traffic generator has a maximum density according to the City LDRs is 50% FAR with 3 stories would yield a maximum of 42,471 sf with a room yield of 75% and an average room of 800 sf would yield 40 rooms and would generate 225 daily trips with 19 peak PM trips with 10 being in and 9 being out. The proposed zoning of heavy commercial with the same use as the use is not proposed to change would yield the same traffic, while the use could potentially change in the future, the project would have to go back through site plan and any potential traffic increase would have to be addressed at that time.

The change from Central Business District to Heavy commercial, should have little to no impact since the uses are similar.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Steven L. Dobbs Engineering

A handwritten signature in blue ink that reads 'Steven L. Dobbs'.

Steven L. Dobbs, P. E.
President

CC: Jay Patel
File

Instructions:

Enter Numbers into the "Expected Units" in the Corresponding Yellow Column

Trip Generation Rates from the 8th Edition ITE Trip Generation Report

NA: Not Available

DU: Dwelling Unit

Occ.Room: Occupied Room

KSF²: Units of 1,000 square feet

Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out	Notes
Waterport/Marine Terminal 010	Berths	171.52	NA	NA	NA		0	NA	NA	NA	
Commercial Airport 021	Employees	13.40	0.80	54%	46%		0	0	NA	NA	
Commercial Airport 021	Avg Flights/Day	104.73	5.75	56%	44%		0	0	NA	NA	
Commercial Airport 021	Com. Flights/Day	122.21	6.88	54%	46%		0	0	NA	NA	
General Aviation Airport 022	Employees	14.24	1.03	45%	55%		0	0	NA	NA	
General Aviation Airport 022	Avg. Flights/Day	1.97	NA	NA	NA		0	NA	NA	NA	
General Aviation Airport 022	Based Aircraft	5.00	0.37	45%	55%		0	0	NA	NA	
Truck Terminal 030	Acres	81.90	6.55	43%	57%		0	0	NA	NA	Caution- Only 3 Studies
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.62	22%	78%		0	0	NA	NA	
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	0.81	28%	72%		0	0	NA	NA	
Light Rail Station w/ Park 093	Parking Space	2.51	1.24	58%	42%		0	0	NA	NA	
Light Rail Station w/ Park 093	Occ. Spaces	3.91	1.33	58%	42%		0	0	NA	NA	
General Light Industrial 110	KSF ²	6.97	0.97	12%	88%		0	0	NA	NA	
General Light Industrial 110	Employees	3.02	0.42	21%	79%		0	0	NA	NA	
General Heavy Industrial 120	KSF ²	1.50	0.68	NA	NA		0	0	NA	NA	Caution-Only 3 Studies.
General Heavy Industrial 120	Employees	0.82	0.88	NA	NA	50.0	41	44	0	NA	
Industrial Park 130	KSF ²	6.96	0.86	21%	79%		0	0	NA	NA	
Industrial Park 130	Employees	3.34	0.46	20%	80%		0	0	NA	NA	
Manufacturing 140	KSF ²	3.82	0.74	36%	64%		0	0	NA	NA	
Manufacturing 140	Employees	2.13	0.36	44%	56%		0	0	NA	NA	
Warehousing 150	KSF ²	3.56	0.32	25%	75%		0	0	NA	NA	
Warehousing 150	Employees	3.89	0.59	35%	65%		0	0	NA	NA	
Mini Warehouse 151	KSF ²	2.50	0.26	51%	49%		0	0	NA	NA	
Mini Warehouse 151	Storage Units	0.25	0.02	NA	NA		0	0	NA	NA	
Mini Warehouse 151	Employees	61.90	6.04	52%	48%		0	0	NA	NA	
High-Cube Warehouse 152	KSF ²	1.44	0.10	33%	67%		0	0	NA	NA	
High-Cube Warehouse 152	Employees	NA	0.66	35%	65%		0	0	NA	NA	
Utilities 170	KSF ²	NA	0.76	45%	55%		0	0	NA	NA	
Utilities 170	Employees	NA	0.76	90%	10%		0	0	NA	NA	
Single Family Homes 210	DU	9.57	1.01	63%	37%		0	0	NA	NA	
Single Family Homes 210	Vehicles	6.02	0.67	66%	34%		0	0	NA	NA	
Apartment 220	DU	6.65	0.62	65%	35%		0	0	NA	NA	
Apartment 220	Persons	3.31	0.40	NA	NA		0	0	NA	NA	
Apartment 220	Vehicles	5.10	0.60	NA	NA		0	0	NA	NA	
Low Rise Apartment 221	Occ.DU	6.59	0.58	65%	35%		0	0	NA	NA	
High Rise Apartment 222	DU	4.20	0.35	61%	39%		0	0	NA	NA	
Mid-Rise Apartment 223	DU	NA	0.39	58%	42%		0	0	NA	NA	
Rental Townhouse 224	DU	NA	0.72	51%	49%		0	0	NA	NA	Caution- Only 1 Study.
Resd. Condo/Townhouse 230	DU	5.81	0.52	67%	33%		0	0	NA	NA	
Resd. Condo/Townhouse 230	Persons	2.49	0.24	67%	33%		0	0	NA	NA	
Low Rise Resd. Condo 231	DU	NA	0.78	58%	42%		0	0	NA	NA	
High Rise Resd. Condo 232	DU	4.18	0.38	62%	38%		0	0	NA	NA	
Luxury Condo/Townhouse 233	Occ. DU	NA	0.55	63%	37%		0	0	NA	NA	
Mobile Home Park 240	DU	4.99	0.59	62%	38%		0	0	NA	NA	
Mobile Home Park 240	Persons	2.46	0.26	63%	37%		0	0	NA	NA	
Retirement Community 250	DU	NA	0.27	56%	44%		0	0	NA	NA	Caution- Only 1 Study
Elderly Housing-Detached 251	DU	3.71	0.27	61%	39%		0	0	NA	NA	Caution- Only 1 Study
Congregate Care Facility 253	Occ.DU	2.15	0.17	56%	44%		0	0	NA	NA	Caution- Only 2 Studies
Elderly Housing- Attached 252	Occ.DU	3.48	0.16	60%	40%		0	0	NA	NA	Caution- Only 4 Studies
Recreational Homes 260	DU	3.16	0.26	41%	59%		0	0	NA	NA	
Residential PUD 270	DU	7.50	0.62	65%	35%		0	0	NA	NA	
Hotel 310	Occ. Room	8.92	0.70	49%	51%		0	0	NA	NA	
Hotel 310	Rooms	8.17	0.59	53%	47%		0	0	NA	NA	
Hotel 310	Employees	14.34	0.80	54%	46%		0	0	NA	NA	
All Suites Hotel 311	Occ.Room	6.24	0.55	42%	58%		0	0	NA	NA	Caution- Only 4 Studies
All Suites Hotel 311	Rooms	4.90	0.40	45%	55%		0	0	NA	NA	
Business Hotel 312	Occ. Room	7.27	0.62	60%	40%		0	0	NA	NA	Caution-Only 4 Studies
Business Hotel 312	Employees	72.67	7.60	60%	40%		0	0	NA	NA	
Motel 320	Occ.Room	9.11	0.58	53%	47%		0	0	NA	NA	
Motel 320	Rooms	5.63	0.47	54%	46%	40.0	225	19	10	9	
Motel 320	Employees	12.81	0.73	54%	46%		0	0	NA	NA	

EXTENSION OF LEASE AGREEMENT

THIS EXTENSION OF LEASE AGREEMENT is entered into this 1st day of October, 2023, by and between the **CITY OF OKEECHOBEE, FLORIDA**, a municipal corporation ("CITY") and the **BUSINESS DEVELOPMENT BOARD OF OKEECHOBEE COUNTY, INC. D.B.A. CHAMBER OF COMMERCE OF OKEECHOBEE COUNTY, FLORIDA** ("CHAMBER").

WITNESSETH:

WHEREAS, the parties previously entered into a Lease Agreement on March 24, 2012 (hereinafter, the "Lease Agreement"), whereby the **CITY** agreed to lease the premises and structures for the Chamber of Commerce building at 55 South Parrott Avenue, which lease term expired on September 30, 2023; and

WHEREAS, said Lease provided for a right of renewal by the **CHAMBER** upon sixty (60) days notice, which due to oversight did not occur; and

WHEREAS, the **CITY** nevertheless intends to offer an Extension of Lease to the **CHAMBER** upon the same terms and conditions as in the original Lease.

NOW, WHEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable considerations, receipt of which is hereby acknowledged by each party from the other, the **CHAMBER** and the **CITY** hereby agree to extend the provisions of the Lease Agreement in accordance with the following terms and conditions.

1. **EXTENSION.** The Lease Agreement is hereby extended for an additional term of sixty (60) months commencing October 1, 2023, and expiring on September 30, 2028, unless earlier extended, modified or terminated.
2. **INCORPORATION OF TERMS.** All original terms, conditions, covenants, agreements, and rental fees in the Lease Agreement shall remain in full force and effect, and are incorporated herein by reference.
3. **MAINTENANCE.** It is expressly understood that under the terms of the Lease Agreement, which terms also apply in this Extension of Lease, the **CITY** is responsible for all maintenance and repair of structural components of the building, being the parking lot, roof, soffit and stucco and the **CHAMBER** is responsible for maintenance and repair of all other normal maintenance and repairs such as plumbing, heating, electrical, air conditioning, windows, signage, etc. or normal wear and tear.
4. **INSURANCE.** The **CHAMBER** shall, at its sole expense, obtain and maintain during the term of this Extension of Lease a policy of insurance for Director and Officers (D&O) in the sum of one million dollars (\$1,000,000.00), including coverage for employment practices and aggregate coverage in like amount, which coverage for D&O is set forth in the policy definitions. This policy does not cover premises liability, injury or loss, and

the **CITY** cannot be named as additional insured under this policy. The **CHAMBER** shall provide current policies of this insurance to the **CITY** on annual basis.

The **CHAMBER** shall obtain and maintain during the term of this Extension of Lease, at its sole expense, a policy of insurance for premises liability in the sum of one million dollars (\$1,000,000.00) which coverage includes any claim, demand, or loss for personal injury, bodily injury, or death, that may occur on the premises, and shall name the **CITY** as both a certificate holder and additional insured under this policy. The **CHAMBER** shall provide certificates of coverage to the **CITY**, naming the **CITY**, on an annual basis. This policy and coverage shall be considered primary insurance over and above any other insurance or self-insurance available to the **CITY**, and any insurance available to the **CITY** shall be considered secondary to, or in excess of, the insurance coverage provided by the **CHAMBER**.

IN ADDITION the **CHAMBER** shall remain solely responsible for any and all claim, action, suit, or other demand for death, personal injury, property/casualty loss, environmental harm; or any incidental loss which may occur, or is claimed to have occurred on or in the premises; or wherever occurring if arising out of the use of the premises; or arising out of any event, function, or use made by the **CHAMBER**; and shall hold the **CITY**, its officers and employees, or its assigns harmless therefrom; and indemnify the **CITY** for such claim(s), including all attorney's fees and costs incurred by the **CITY** in such action. The **CHAMBER** recognizes the broad nature of indemnification, and this hold harmless clause, as well as the provision of legal defense for the **CITY** when necessary, and the **CHAMBER** voluntarily makes this consent and expressly acknowledges the receipt of such good and valuable consideration provided by the **CITY** in support of this indemnification, legal defense, and hold harmless contractual obligation, in accordance with the laws of the State of Florida.

THAT by virtue of this Extension of Lease and agreements herein, the **CITY** expressly does not waive any right, protection or privileges inuring to the **CITY** under Florida Statutes Chapter 768 or pursuant to Florida constitutional immunity, as now in effect or hereafter amended.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

AS TO THE CITY:

ATTEST:

Dowling R. Watford, Jr., Mayor

Date: _____

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John Fumero, City Attorney

AS TO THE CHAMBER:

WITNESSES:

Maiah Parriott
Witness Signature
Printed Name: Maiah Parriott
Address: 55 S Parrott Ave
Okeechobee, FL 34972

L. Paulette Wise
Witness Signature
Printed Name: L. Paulette Wise
Address: 55 S Parrott Ave
Okeechobee, FL 34972

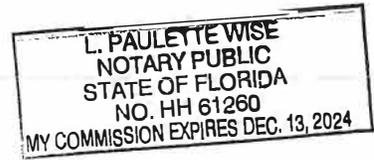
Tabitha Trent
Tabitha Trent, President
Terry Burroughs
Terry Burroughs, Vice President

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing was executed before me this 3rd day of January, 2024, by Tabitha Trent, President and Terry Burroughs, Vice President, who are personally known to me or produced as identification.

L. Paulette Wise
NOTARY PUBLIC, State of Florida

Stamp/Seal:





Memo

To: Gary Ritter, City Administrator
From: David Allen
Date: 1/4/2024
Re: SW 5th Avenue Pavement Improvements Bid Award.

Public Works is requesting approval to award the SW 5th Avenue Pavement Improvements project to Ranger Construction Industries in the amount of \$880,825.96. In addition to the bid amount, Public Works is requesting an additional \$25,000.00 to cover potential material overages such as asphalt for a total Purchase Order of \$905,825.96.

This project was advertised on a regional basis per FDOT requirements. Despite the regional outreach, the City only received two bids:

Contractor	Total Bid Amount
Ranger Construction Industries, Inc 4510 Glades Cutoff Road Lake Placid, FL 33862	\$880,825.96
CW Roberts Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990	\$1,198,014.06

The detailed bid tabulation showing unit prices for the pay items for the project is attached to this memo.

The City previously received and accepted a FDOT Small County Outreach Program – Municipalities (SCOP) grant in the amount of \$334,951.00 for the construction of this project. The current 2023-2024 Public Works budget contains \$509,000 for Asphalt and Road Improvements. If the entire \$25,000.00 contingency is needed, the budget adjustment needed to complete the project will be \$61,874.96.

**SW 5th Avenue Pavement Improvements
Park Street to Central Elementary School**

1/2 Mile

SW 5TH AVE

SW 6TH AVE

SW 5TH ST

SW 4TH AVE

SW 4TH ST

SW 3RD SWT

SW 3RD AVE

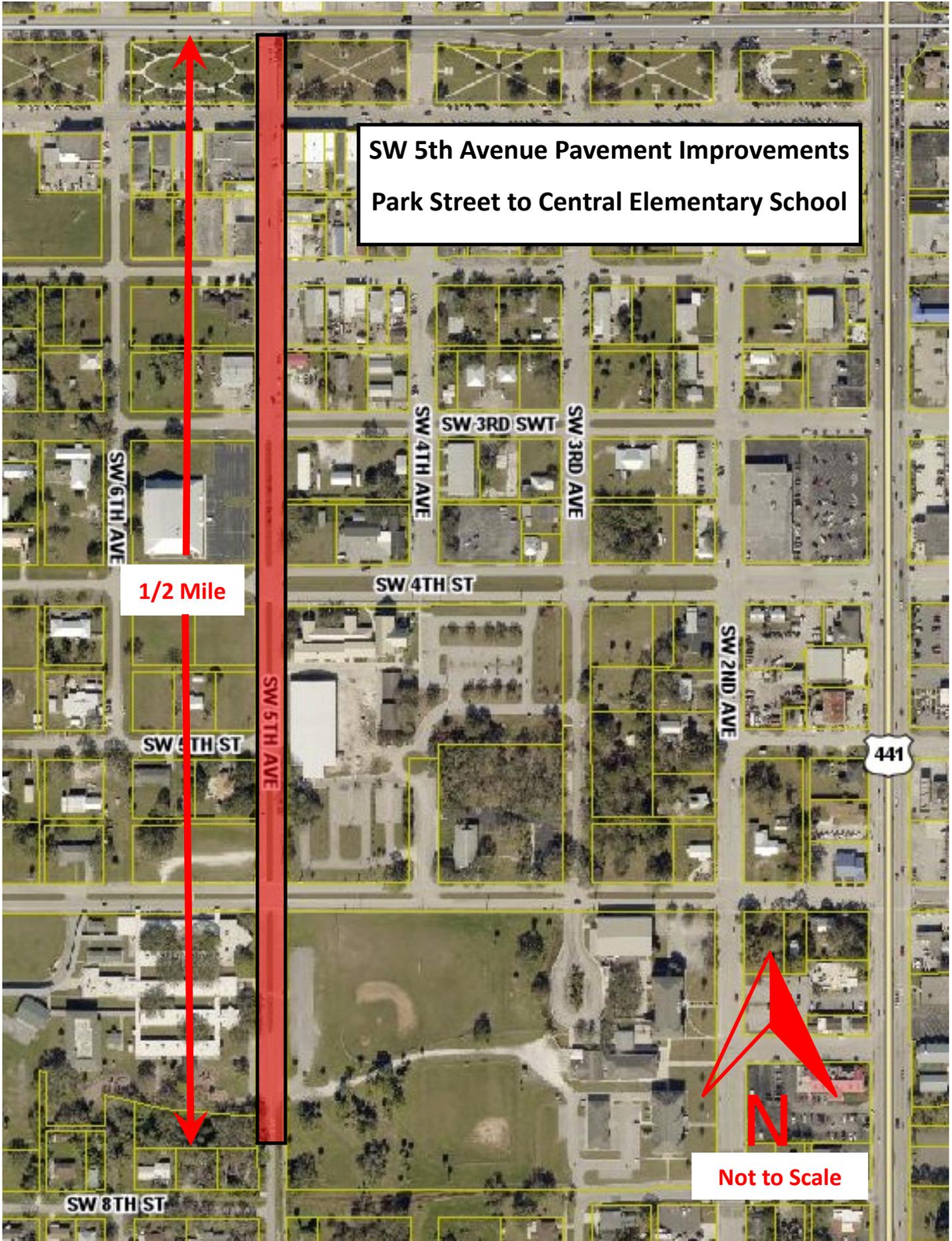
SW 2ND AVE

441



Not to Scale

SW 8TH ST



BID TABULATION

CITY OF OKEECHOBEE SOUTHWEST 5TH AVENUE PAVEMENT IMPROVEMENTS

FDOT AGREEMENT: FPN 442242-1

PW 06-10-08-23

CONTRACTOR:

CONTRACTOR:

C.W. ROBERTS CONTRACTING, INC.
 8530 SW Jayme Way
 Palm City, FL 34990

RANGER CONSTRUCTION INDUSTRIES, INC.
 4510 Glades Cutoff Road
 Lake Placid, FL 33862

PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE	QTY	UNITS	UNIT PRICE	PRICE
101-1	MOBILIZATION	1	LS	\$ 195,400.00	\$ 195,400.00	1	LS	\$ 137,000.00	\$ 137,000.00
101-99	CONSTRUCTION LAYOUT & AS-BUILT DRAWINGS	1	LS	\$ 11,000.00	\$ 11,000.00	1	LS	\$ 13,700.00	\$ 13,700.00
102-1	WORK ZONE TRAFFIC CONTROL / MAINTENANCE OF TRAFFIC	1	LS	\$ 244,000.00	\$ 244,000.00	1	LS	\$ 103,000.00	\$ 103,000.00
110-1-1	CLEARING AND GRUBBING	0.1051	AC	\$ 519,000.00	\$ 54,546.90	0.1051	AC	\$ 458,400.00	\$ 48,177.84
160-4	STABILIZE SUBGRADE	185	SY	\$ 85.00	\$ 15,725.00	185	SY	\$ 44.15	\$ 8,167.75
285-709A	O.B.G 9 (6" TYPE B 12.5)	1.5	TN	\$ 800.00	\$ 1,200.00	1.5	TN	\$ 3,850.00	\$ 5,775.00
285-709-B	O.B.G 9 (10" BASE MATERIAL)	185	SY	\$ 104.00	\$ 19,240.00	185	SY	\$ 47.55	\$ 8,796.75
286-1	TURNOUT CONSTRUCT DRIVEWAY BASE - OPTION	48.83	SY	\$ 108.00	\$ 5,273.64	48.83	SY	\$ 300.55	\$ 14,675.86
300-1	PRIMECOAT (USE WHERE MILLING EXTENDS INTO BASE)	3693	SY	\$ 3.00	\$ 11,079.00	3693	SY	\$ 0.55	\$ 2,031.15
327-70-6	ASPHALT MILLING - MILLING EXISTING ASPHALT PAVEMENT - 1.5" AVG. DEPTH	15376.44	SY	\$ 6.00	\$ 92,258.64	15376.44	SY	\$ 4.20	\$ 64,581.05
334-1-13	SUPERPAVE ASPHALTIC COND, TRAFFIC C (SP-9.5)(1.5" THICK)	1254.14	TN	\$ 233.00	\$ 292,214.62	1254.14	TN	\$ 174.90	\$ 219,349.09
425-5-1	MANHOLE, ADJUST, UTILITIES	1	EA	\$ 4,000.00	\$ 4,000.00	1	EA	\$ 5,950.00	\$ 5,950.00
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	291.8	LF	\$ 89.00	\$ 25,970.20	291.8	LF	\$ 35.00	\$ 10,213.00
520-2-1	CONCRETE CURB AND GUTTER, TYPE A	254	LF	\$ 82.00	\$ 20,828.00	254	LF	\$ 33.75	\$ 8,572.50
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	4	SY	\$ 400.00	\$ 1,600.00	4	SY	\$ 122.50	\$ 490.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	19	SY	\$ 335.00	\$ 6,365.00	19	SY	\$ 185.00	\$ 3,515.00
E522-74	CURB RAMP (TYPICAL)	18	EA	\$ 1,670.00	\$ 30,060.00	18	EA	\$ 4,281.00	\$ 77,058.00
527-2	DETECTABLE WARNINGS	289	SF	\$ 80.00	\$ 23,120.00	289	SF	\$ 53.80	\$ 15,548.20
570-12	PERFORMANCE TURF, SOD	413.8	SY	\$ 25.00	\$ 10,345.00	413.8	SY	\$ 26.15	\$ 10,820.87
660-11-01	LOOP DETECTOR OMDICTOVE, F&I, TYPE 1	1	EA	\$ 2,470.00	\$ 2,470.00	1	EA	\$ 5,430.00	\$ 5,430.00
700-1-40	SINGLE POST SIGN, INSTALL	8	AS	\$ 500.00	\$ 4,000.00	8	AS	\$ 519.00	\$ 4,152.00
700-1-50	SINGLE POST SIGN, RELOCATE	3	AS	\$ 240.00	\$ 720.00	3	AS	\$ 250.00	\$ 750.00
700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON (RRFB)	2	AS	\$ 18,700.00	\$ 37,400.00	2	AS	\$ 13,100.00	\$ 26,200.00
700-12-22	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, TWO BEACONS (RRFB)	1	AS	\$ 19,800.00	\$ 19,800.00	1	AS	\$ 15,025.00	\$ 15,025.00
705-11-1	FLEXIBLE DELINEATOR	7	EA	\$ 127.00	\$ 889.00	7	EA	\$ 81.30	\$ 569.10
706-1-3	RETRO REFLECTIVE PAVEMENT MARKER	4	EA	\$ 5.00	\$ 20.00	4	EA	\$ 5.65	\$ 22.60
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" FOR PARKING SPACES	560	LF	\$ 4.00	\$ 2,240.00	560	LF	\$ 0.65	\$ 364.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	108	LF	\$ 3.00	\$ 324.00	108	LF	\$ 1.95	\$ 210.60
710-11-224	THERMOPLASTIC, STANDARD, YELLOW, 18" SOLID	47	LF	\$ 8.00	\$ 376.00	47	LF	\$ 3.75	\$ 176.25
711-11-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	1166	LF	\$ 2.00	\$ 2,332.00	1166	LF	\$ 1.15	\$ 1,340.90
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1424.1	LF	\$ 6.60	\$ 9,399.06	1424.1	LF	\$ 2.50	\$ 3,560.25
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	5	EA	\$ 250.00	\$ 1,250.00	5	EA	\$ 137.50	\$ 687.50
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	2	EA	\$ 133.00	\$ 266.00	2	EA	\$ 106.30	\$ 212.60
711-11-421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	48	LF	\$ 13.00	\$ 624.00	48	LF	\$ 2.20	\$ 105.60
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	2349	LF	\$ 22.00	\$ 51,678.00	2349	LF	\$ 27.50	\$ 64,597.50
TOTAL BID AMOUNT					\$ 1,198,014.06				\$ 880,825.96

Posted on October 6, 2023 at 4:30 p.m.

To be removed on October 16, 2023 at 4:30 p.m.

Highlighted figures reflect corrected calculations

SECTION VII
PW 06-10-08-23
CITY OF OKEECHOBEE SOUTHWEST 5TH AVENUE PAVEMENT
IMPROVEMENTS
FDOT FPN 442242-1
AGREEMENT FOR SERVICES

This **AGREEMENT** is dated as of the ___ day of _____ in the year 20___, between the City of Okeechobee (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR"). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

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

- Exhibit A – Governing Specifications
- Exhibit B – Bid Unit Price Schedule
- Exhibit C – Project Plans

The Work is described as follows: Construct roadway improvements as specified in the project plans including milling, resurfacing, and ADA ramp installation on SW 5th Avenue from North Park Street (State Road 70) to 500 feet South of SW 6th Street, Okeechobee, FL 34974.

ARTICLE 2. PUBLIC WORKS DIRECTOR

2.1. PUBLIC WORKS DIRECTOR as named in the Contract Documents shall mean:

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

ARTICLE 3. CONTRACT TIME

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

ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for performance of the work in accordance with the unit prices listed in **Exhibit B**.

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

ARTICLE 5. MEASUREMENT AND PAYMENT

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

Form(s). The CONTRACTOR'S attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

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

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7. EARLY TERMINATION

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

ARTICLE 8. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the CITY and the CONTRACTOR are made a part hereof and consist of the following:

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

There are no contract documents other than those listed above in this Article 8. The contract documents may only be altered, amended, or replaced by a modification (as defined in Section 1 of the general conditions).

ARTICLE 9. GENERAL PROVISIONS

9.1 Compliance with Laws

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

9.2 Applicable Laws and Venue

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth

Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

9.3 **Indemnification.**

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify CITY for negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

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

9.4 **Waiver of Jury Trial**

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

9.5 **No Discrimination**

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

9.6 **No Lobbying**

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

9.7 **E-Verify**

CONTRACTOR has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration

Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9.8 **Contractor's Duties Regarding Public Records**

A. Compliance with Florida Laws

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

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTEA@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

C. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the DFS or the Auditor General upon request for a

period of five years from the date the audit report is issued unless extended in writing by the Department.

9.9 **No Third-Party Beneficiaries**

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

9.10 **Assignment**

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

9.11 **Waiver**

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

9.12 **Severability**

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

9.13 **Entire Contract**

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

9.14 **Interpretation**

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

9.15 **Survival**

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

9.16 **Force Majeure**

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

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

9.17 Inspector General Cooperation

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

9.18 Public Entity Crime

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

9.19 State Funded Grant Agreement

The Contractor, its employees, subcontractors or assigns, shall comply with all terms and conditions of the State Funded Grant Agreement for the project. (Attachment I)

9.20 Responsible Vendor Determination

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the City of Okeechobee may not request documentation of, or consider, a vendor's social, political, ideological interests when determining if the vendor is a responsible vendor.

ARTICLE 10. PUNCHLIST PROCEDURES

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

- 10.1 Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with CITY ("Initial Walkthrough" or "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and CITY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR'S timely initiation of a request for the IW. At

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

event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

[SIGNATURE PAGE FOLLOWS]

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

This Agreement will be effective on _____.

CITY

CONTRACTOR

By: _____
Dowling R. Watford, Jr. Mayor

By: _____

Name: _____

Attest: _____
Lane Gamiotea, CMC, City Clerk

Title: _____

Attest: _____

Title: _____

Corporate Seal

Addresses for giving notices:

CITY

CONTRACTOR

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

Florida State Contractors License No

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

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