



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**MAY 3, 2022**

**6:00 PM**

## LIST OF EXHIBITS

**Mayor**

Dowling R. Watford, Jr.

**Council Members**

Noel Chandler

Monica Clark

Bob Jarriel

Bobby Keefe

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Proclamations	Certificate of Outstanding Service to OHS Junior ROTC
	Mental Health Awareness Month – New Horizons of the Treasure Coast and Okeechobee
	Mental Health Awareness Month – Our Village Okeechobee
	Water Reuse Week
	Water Conservation Month
	Municipal Clerks Week
Exhibit 1	Ordinance No. 1252, Rezoning from RSF-1 to CPO
Exhibit 2	April 19, 2022 Minutes
Exhibit 3	Piggyback Agreement with Shenandoah General Construction Company, LLC
Exhibit 4	Agreement for Professional Planning Services

City of Okeechobee, Florida  
Office of the Mayor

# *Certificate of Outstanding Service*

Presented to the 2022 Students and Teachers of the  
Okeechobee High School  
Junior Reserve Officer's Training Corp

In recognition of their outstanding community service,  
hard work, and dedication in aiding  
to beautify Flagler Park No. 4 and Bandstand

On behalf of the City Council for the City of Okeechobee  
presented on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Dowling R. Watford, Jr., *Mayor*

Attest: \_\_\_\_\_  
*Lane Gamiotea, CMC, City Clerk*

# Proclamation

Office of the Mayor  
Okeechobee, Florida

**Whereas**, mental health is key to overall wellness, as mental health influences decision making, behavior and consequently physical health; and  
**Whereas**, over half of adults living with mental health illnesses do not seek treatment; and  
**Whereas**, a growing number of youth in the United States live with depression, and in fact about 20% of young people ages 12 – 17 have experienced major depression; and  
**Whereas**, in 2022, more than 10% of children and adults continue to lack adequate medical insurance coverage for essential mental health services; and  
**Whereas**, Florida is ranked 49<sup>th</sup> out of 50 states with access to mental health care; and  
**Whereas**, stigma remains the primary obstacle to getting help; and  
**Whereas**, as community leaders, we must prepare for an increase in demand on services through education, outreach, and ever greater access to care to ensure our community's overall health; and  
**Whereas**, it is the duty of each and every one of us to provide continued consistent access to resources to mental health care; and  
**Whereas**, the City of Okeechobee strives to be a community who supports mental wellness, including greater access to treatment, increasing educational tools and resources for our citizens, and continually supporting those citizens with mental health opportunities.  
**NOW THEREFORE**, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim the month of May 2022 as “**Mental Health Awareness Month**” in the City of Okeechobee.

***In witness whereof, on May 3, 2022, I have set  
my hand and caused this seal to be affixed***

\_\_\_\_\_  
***Dowling R. Watford, Jr., Mayor***

**Attest:** \_\_\_\_\_  
***Lane Gamiotea, CMC, City Clerk***

# Proclamation

Office of the Mayor  
Okeechobee, Florida

**Whereas**, mental health and substance use conditions affect individuals, families, and communities across Okeechobee County, Florida, and the nation; and

**Whereas**, good mental health is a key component in a child's healthy development and Children's Mental Health Week and National Prevention Week provides the opportunity to focus on these important matters, while celebrating the accomplishments of children and families affected by mental health concerns and substance use; and

**Whereas**, it is imperative that a visible, united effort by community members be launched and sustained to prevent substance use and promote mental wellness; and

**Whereas**, it is important that youth, their families, and communities learn about warning signs of mental health disorders and substance use and where to obtain necessary assistance and services; and

**Whereas**, open dialogue is an essential component to fight stigma and encourage those who might benefit from services to seek help; and

**Whereas**, there is a need for access to comprehensive services that are family-driven, youth guided, culturally and linguistically competent, and community based; they also benefit from the integration of behavioral health in primary care, education, and child welfare; and

**Whereas**, all citizens, agencies, and organizations interested in advancing innovative strategies addressing children's behavioral health including prevention can unite to promote effective services; and

**Whereas**, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan; and

**Whereas**, studies show that the effects of Adverse Childhood Experiences (ACEs) are felt by people regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status.

**NOW THEREFORE**, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim the month of May 2022 as "**Mental Health Awareness Month**" in the City of Okeechobee.

*In witness whereof, on May 3, 2022, I have set  
my hand and caused this seal to be affixed*

\_\_\_\_\_  
*Dowling R. Watford, Jr., Mayor*

Attest: \_\_\_\_\_  
*Lane Gamiotea, CMC, City Clerk*

# Proclamation

*Office of the Mayor  
Okeechobee, Florida*

**WHEREAS**, safe, clean, and sustainable water resources are essential to Florida’s environment, economy, citizens, and visitors; and

**WHEREAS**, although Florida’s water supplies are finite, the state’s population and need for water resources continue to increase; and

**WHEREAS**, water reuse provides a means for conserving and augmenting Florida’s precious water resources and is key to the state’s sustainable water future; and

**WHEREAS**, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida statutes; and

**WHEREAS**, Florida’s permitted reuse capacity is more than 1.8 billion gallons per day (approximately 70 percent of Florida’s total permitted capacity for all domestic wastewater treatment facilities); and

**WHEREAS**, the City of Okeechobee has joined with the Water Reuse Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District in encouraging and promoting water reuse and conservation; and

**WHEREAS**, the City of Okeechobee has implemented a water reuse program and encourages efficient and effective use of reclaimed water.

**NOW THEREFORE**, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim May 15-22, 2022 as “Water Reuse Week” in the City of Okeechobee.

*In witness whereof, on May 3, 2022, I have set  
my hand and caused this seal to be affixed.*

\_\_\_\_\_  
*Dowling R. Watford, Jr., Mayor*

Attest: \_\_\_\_\_  
*Lane Gamiotea, CMC, City Clerk*

# Proclamation

*Office of the Mayor  
Okeechobee, Florida*

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, the State of Florida, Water Management Districts and the City of Okeechobee are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, the State of Florida has designated April, typically a dry month when water demands are most acute, as Florida's Water Conservation Month to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, the City of Okeechobee has always encouraged and supported water conservation through various educational programs and special events; and

**WHEREAS**, every business, industry, school, and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school, and citizen can help by saving water and thus promote a healthy economy and community.

**NOW THEREFORE**, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim the month of April 2022 as "Water Conservation Month" in the City of Okeechobee.

*In witness whereof, on May 3, 2022, I have set  
my hand and caused this seal to be affixed.*

\_\_\_\_\_  
*Dowling R. Watford, Jr., Mayor*

Attest: \_\_\_\_\_  
*Lane Gamiotea, CMC, City Clerk*

# Proclamation

**Office of the Mayor  
Okeechobee, Florida**

**WHEREAS**, the Office of the Municipal Clerk, a time honored, vital part of local government exists throughout the world and is the oldest among public servants, and

**WHEREAS**, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels serving as the information center on functions of local government and community, and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.

**NOW, THEREFORE** I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby **Proclaim the week of May 1 through May 7, 2022**, as **Municipal Clerks Week**, and **congratulates the Florida Association of City Clerks, the professional association for Florida's Municipal Clerks, in celebrating its 50<sup>th</sup> Anniversary**. I further extend appreciation to our City Clerk, Lane Gamiotea, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, on 3<sup>rd</sup> day of May, 2022,  
I have set my hand and caused this seal to be affixed

\_\_\_\_\_  
*Dowling R. Watford, Jr., Mayor*

Attest: \_\_\_\_\_  
*Lane Gamiotea, CMC, City Clerk*

## ORDINANCE NO. 1252

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING CERTAIN TRACTS OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL SINGLE FAMILY-ONE (RSF-1) TO COMMERCIAL PROFESSIONAL OFFICE (CPO) PETITION NO. 22-003-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 has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and

**WHEREAS**, Huntermako, LLC has heretofore filed Petition No. 22-003-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning certain tracts of land consisting of 0.16 acres from RSF-1 to CPO; 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 Comprehensive Plan; and

**WHEREAS**, said petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on March 17, 2022, 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 such rezoning petition to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.

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

### **SECTION 1: LEGAL DESCRIPTION.**

The following described land consisting of approximately 0.16 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOT 1 OF BLOCK 3, SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 7, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

### **SECTION 2: ZONING MAP AMENDMENT.**

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject property to be changed from RSF-1 to CPO.

### **SECTION 3: CONFLICT.**

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



**SECTION 4: 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 5: EFFECTIVE DATE.**

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Comprehensive Plan Amendment, No. 22-002-SSA, is adopted and not timely challenged. If the Comprehensive Plan is timely challenged, this ordinance shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining the Comprehensive Plan Amendment to be in compliance.

**INTRODUCED** for First Reading and set for Final Public Hearing on this **5<sup>th</sup>** day of **April 2022**.

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

ATTEST:

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

**PASSED AND ADOPTED** after Second and Final Public Hearing this **3<sup>rd</sup>** day of **May 2022**.

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

ATTEST:

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney



## **Staff Report**

### **Rezoning Request**

*Prepared for:*        *The City of Okeechobee*

*Applicant:*         *Huntermako, LLC*

*Address:*            *804 SW 2nd Avenue*

*Petition No.:*        *22-003-R*

*Request:*            *Residential Single Family-One to  
Commercial Professional Office*

**LaRue**  
**planning**

1375 Jackson Street # 206 Fort Myers, FL 33901

**General Information**

Owner/Applicant	Huntermako, LLC 804 SW 2 <sup>nd</sup> Avenue Okeechobee, FL 34974  863.467.6707 keith@highlandpest.com
Site Address	804 SW 2 <sup>nd</sup> Avenue
Parcel Identification	3-21-37-35-0040-00030-0020
Contact Person	Steven L. Dobbs 863.634.0194 sdobbs@stevedobbsengineering.com

For the legal description of the project or other information regarding 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>

**Request**

The matter before the Local Planning Agency and City Council is a request to rezone 0.16 acres of land from Residential Single Family-One to Commercial Professional Office.

The applicant has submitted a concurrent request for a Future Land Use Map amendment to change the property from Single Family Residential to Commercial.

The applicant is proposing to add this lot into his existing business for potential expansion purposes.

**Future Land Use, Zoning and Existing Use**

	Existing	Proposed
Future Land Use	Single Family Residential	Commercial
Zoning	Residential Single Family-One	Commercial Professional Office
Use of Property	Vacant	Office or Retail Business
Acreage	0.16 acres	0.16 acres

**Future Land Use, Zoning, and Existing Use on Surrounding Properties**

<b>North</b>	Future Land Use	Public Facilities
	Zoning	Public Use
	Existing Use	Okeechobee County School Board
<b>East</b>	Future Land Use	Commercial
	Zoning	Residential Single Family and Heavy Commercial
	Existing Use	Single Family Home
<b>South</b>	Future Land Use	Commercial
	Zoning	Commercial Professional Office
	Existing Use	Commercial
<b>West</b>	Future Land Use	Single Family Residential
	Zoning	Residential Single Family
	Existing Use	Single Family Home

**Analysis**

Section 70-340 of the Land Development Regulations requires that the reviewing body find that an application for rezoning meets each of the following conditions. The Applicant has provided brief comments to each of the required findings. These are repeated below in Times Roman typeface exactly as provided by the Applicant. Staff has made no attempt to correct typos, grammar, or clarify the Owner’s comments. Staff comments are shown in this Arial typeface.

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

Applicant Response: The proposed request is not contrary to the Comprehensive plan requirements. The 0.16 acres site is currently zoned Residential Single Family– one, and the surrounding properties are zoned Public Facilities, Commercial Professional Office, and Residential Single Family – one making the zoning change compatible by acting as a buffer from Commercial to Residential Single Family One further to the west.

Staff Comment: Staff agrees that the zoning is not contrary to the comprehensive plan in regard to consistency and compatibility.

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

Applicant Response: This parcel will be added to the holdings to the south which is specifically authorized under the proposed zoning district in the Land Development Regulations.

Staff Comment: The proposed use is authorized under the Commercial Professional Office zoning district.

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

Applicant Response: The proposed zoning change should have a positive impact on the public interest to develop land that has access to all utilities and roads which will increase land value and development potential as commercial use.

Staff Comment: The proposed use will function as an infill expansion for existing commercial property to the south.

**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.***

Applicant Response: The proposed use is appropriate for the location and will complement the buffer from intensive Commercial zoning to the east to Residential Single Family – One to the west.

Staff Comment: The proposed use is reasonably compatible with adjacent land uses and is not contrary 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.***

Applicant Response: The proposed use should positively impact property values, living conditions and be an improvement to the adjacent property, and development of previously undeveloped land.

Staff Comment: The expansion to existing commercial property should be an enhancement to the area.

**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.***

Applicant Response: The proposed use can be suitably buffered from surrounding unlike uses to the west. The parcel is bounded to the south by the owners' other holdings, to the west by Single Family Home, to the north by SW 8<sup>th</sup> Street and to the east by SW 2<sup>nd</sup> Avenue ROW.

Staff Comment: Through site plan review buffering measures can be taken to reduce any possible nuisance impacts.

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

Applicant Response: The use will not create density patterns that would overburden any public facilities. The potential development impacts will be accounted for within the existing available amenities and is a buffer from the existing Commercial zoning.

Staff Comment: The proposed use will not cause a burden to public facilities.

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

Applicant Response: The proposed use will not impact traffic congestion as existing streets provide adequate capacity for the additional traffic. There are City drainage inlets in the northeast corner of the property. This project will not adversely affect public safety.

Staff Comment: The proposed use will not create traffic congestion at this location.

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

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

Staff Comment: Agreed.

## Recommendation

Based on the foregoing analysis, we find the rezoning Residential Single Family-One to Commercial Professional Office is reasonably compatible with adjacent uses, and consistent with the urbanizing pattern of the area. We find this rezoning to be consistent with the City's Comprehensive Plan if the small-scale Future Land Use Map Amendment is approved; and therefore recommend **Approval** of this rezoning.

Submitted by:



James G LaRue, AICP  
President

March 9, 2022

Planning Board Public Hearing: March 17, 2022

City Council Public Hearing: (tentative) April 5, 2022 and May 3, 2022

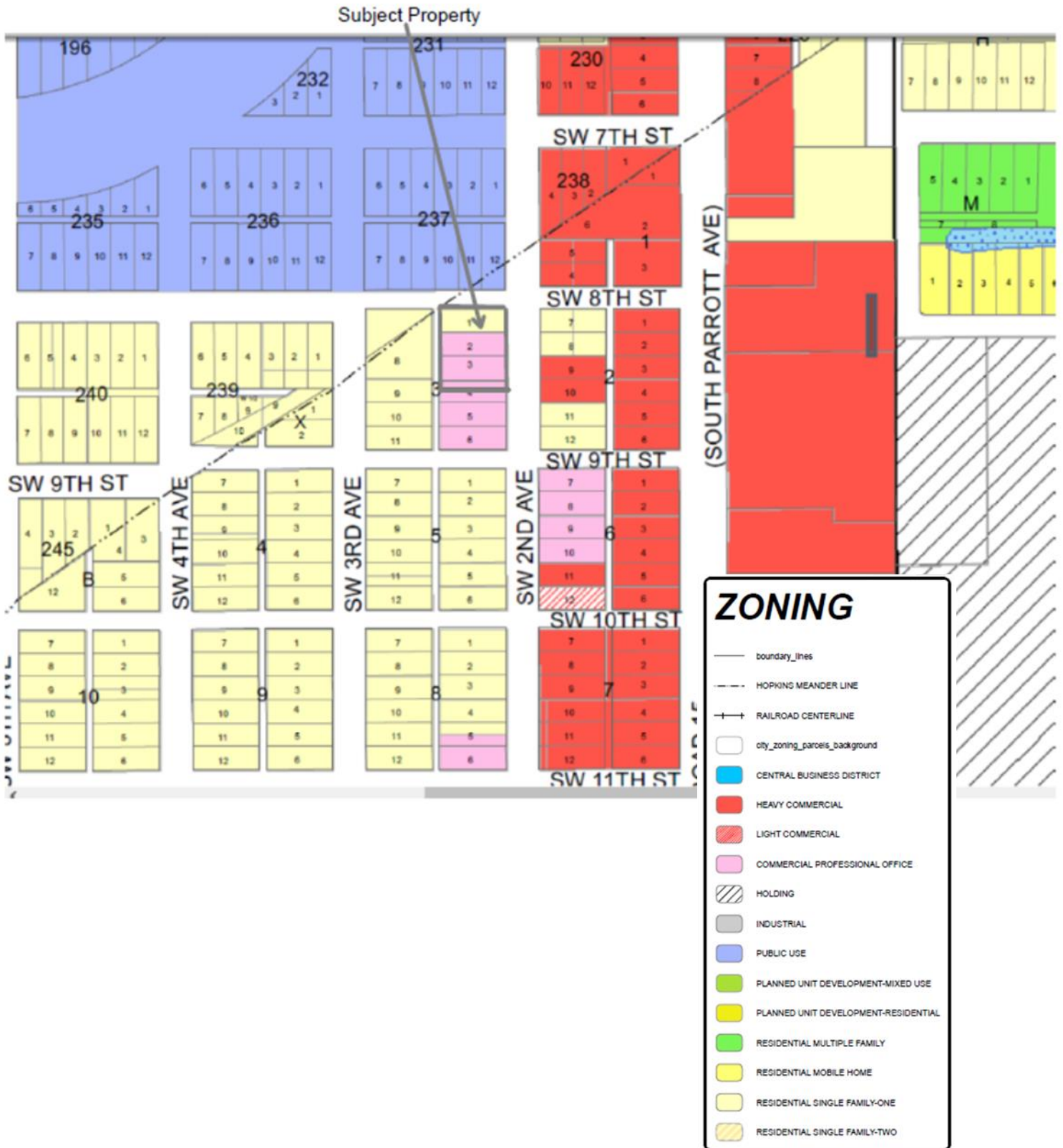
Attachments: Future Land Use, Subject Site & Environs  
Zoning, Subject Site & Environs  
Aerial, Subject Site & Environs

### FUTURE LAND USE SUBJECT SITE AND ENVIRONS



LAND USE CLASSIFICATIONS	
—+—+—	RAILROAD CENTERLINE
-----	HOPKINS MEANDER LINE
—+—+—	RAILROAD CENTERLINE
—	flu_boundary_lines
—	lot_line
□	flu_background_parcel
□	SINGLE - FAMILY RESIDENTIAL
□	MIXED USE RESIDENTIAL
□	MULTI - FAMILY RESIDENTIAL
□	COMMERCIAL
□	INDUSTRIAL
□	PUBLIC FACILITIES

### ZONING SUBJECT SITE AND ENVIRONS





### AERIAL SUBJECT SITE AND ENVIRONS



**VII. PLANNING AND ZONING QUASI-JUDICIAL PUBLIC HEARING CONTINUED**

- C. Motion and second by Council Members Clark and Jarriel to read by title only, proposed Ordinance No. 1252, regarding Petition No. 22-003-R submitted by the property owner, Brian Keith Hickman/Huntermako "LLC" to rezone from Residential Single Family-One (RSF-1) to Commercial Professional Office (CPO), Lot 1 of Block 3, SOUTH OKEECHOBEE, Plat Book 5, Page 7, Okeechobee County public records. Property located at 804 SW 2<sup>nd</sup> Avenue, consisting of 0.16+/- acres. The proposed use is to join the property with adjacent lot to the South [as presented in Exhibit 6]. **Motion Carried Unanimously.**

Attorney Fumero read proposed Ordinance No. 1252 by title only as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING CERTAIN TRACTS OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RSF-1 TO CPO, PETITION NO. 22-003-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Keefe and Jarriel to approve the first reading of proposed Ordinance 1252 and set May 3, 2022, as the final public hearing date.

Attorney Fumero collectively administered an Oath to Mr. LaRue of 1375 Jackson Street, Suite 206, Fort Myers, Florida who provided the Planning Staff Report findings; and Mr. Dobbs of 209 NE 2<sup>nd</sup> Street, Okeechobee, in attendance on behalf of his client, and noted this is the same property as the previously adopted in Ordinance No. 1251. **Motion Carried Unanimously.**

**MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:44 P.M.**

**VIII. NEW BUSINESS**

- A. Motion and second by Council Members Jarriel and Keefe to approve the purchase of a Vactor Impact Stormwater Cleaner Truck [from Source Well Cooperative Purchasing program contract No. 101221-VTR] in the amount of \$301,488.00 funded through the American Rescue Plan Act [as presented in Exhibit 7]. **Motion Carried Unanimously.**
- B. Motion and second by Council Members Jarriel and Keefe to approve a leave of absence without pay [Personal Unpaid Leave] request for a Public Works Employee from March 23 through 24, 2022 [as presented in Exhibit 8]. **Motion Carried Unanimously.**
- C. Motion and second by Council Members Clark and Keefe to adopt proposed Resolution No. 2022-03, Fund Balance and Reserve Policy [as presented in Exhibit 9].

Attorney Fumero read proposed Resolution No. 2022-03 by title only as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ESTABLISHING A FUND BALANCE AND RESERVE POLICY FOR THE CITY OF OKEECHOBEE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."**

Finance Director Riedel presented a five-slide power point presentation, which has been incorporated into the official minute file. After a lengthy discussion, **a motion and second by Council Members Jarriel and Clark was made to postpone the adoption of proposed Resolution No. 2022-03 to the April 19, 2022, meeting. Motion Carried Unanimously.**

**IX. CITY ATTORNEY UPDATE**

- A new State law was passed by Legislation that will limit local governments' authority on home-based businesses. This will cause the City to amend its current regulations, an ordinance has been drafted and provided to City Staff for review and processing.
- The draft ordinance addressing the revised Charter to be on the ballot as a referendum will be on the next agenda.
- Continuing to work with General Services Coordinator Burnette on the issues with Planning and Zoning.
- Recently reappointed to the Florida Tax Watch Committee.

**X. ADMINISTRATOR UPDATE**

- Met with the new owner of the former Okeechobee Fishing Village and Resort (locally known as Roger Jones RV Park). He is making improvements to the Park and boat slips.
- Met with representatives of the new RaceTrac Truck Stop, who have agreed to construct the sound wall between their new development and the residential area, they are providing the City with enough perimeter area to properly address the drainage swales. All should be completed in a few weeks.
- The new City Planning Consultant, Morris Depew Associates, Inc will be starting on May 1, 2022.



**CITY OF OKEECHOBEE, FLORIDA**  
**PLANNING BOARD**  
**MARCH 17, 2022**  
**SUMMARY OF BOARD ACTION**

**I. CALL TO ORDER**

In the absence of both the Chairperson and Vice Chairperson, Board Secretary Burnette called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, March 17, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida, and instructed those present to appoint a Chairperson Pro-Tempore to preside over the meeting. By consensus, Board Member Baughman was appointed. The invocation was then offered by Board Member Baughman, followed by the Pledge of Allegiance.

**II. ATTENDANCE**

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

**III. AGENDA**

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

**IV. MINUTES**

- A. Motion by Board Member Brass, seconded by Board Member Chartier to dispense with the reading and approve the February 17, 2022, Regular Meeting minutes. **Motion Carried Unanimously.**

**V. CHAIRPERSON PRO-TEMPORE BAUGHMAN OPENED THE PUBLIC HEARING AT 6:06 P.M.**

- A. Comprehensive Plan Small Scale Future Land Use Map (FLUM) Amendment Application No. 22-002-SSA, to reclassify from Single Family Residential to Commercial (C) on 0.16± acres located at 804 Southwest 2<sup>nd</sup> Avenue, Lot 1 of Block 3, SOUTH OKEECHOBEE, Plat Book 5, Page 7, Public Records of Okeechobee County.
  - 1. City Planning Consultant James LaRue of LaRue Planning and Management Services, who was joining the meeting by Zoom, briefly reviewed the Planning Staff Report finding the requested C FLUM designation for the subject property reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval.
  - 2. Mr. Steven Dobbs, Consultant for the Property Owner, Brian K. Hickman/Huntermako, LLC, was present.
  - 3. No public comments were offered.
  - 4. No Ex-Parte disclosures were offered.
  - 5. Motion by Board Member Brass, seconded by Board Member Papasso to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-002-SSA, as presented in [Exhibit 1, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for April 5, 2022.

**QUASI-JUDICIAL ITEM**

- B. Rezoning Petition No. 22-003-R, requests to rezone 0.16± acres from Residential Single Family-One (RSF1) to Commercial Professional Office (CPO), located at 804 Southwest 2<sup>nd</sup> Avenue. The proposed use is to join the property with adjacent lot to the South.

**V.**

**QUASI-JUDICIAL PUBLIC HEARING ITEM B CONTINUED**

1. Notary Public Patty Burnette administered an oath to Mr. Steven Dobbs, 209 Northeast 2<sup>nd</sup> Street, Okeechobee, Florida, who responded affirmatively.
2. City Planning Consultant LaRue reviewed the Planning Staff Report finding the requested rezoning from RSF1 to CPO to be reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area and consistent with the City's Comprehensive Plan, therefore recommending approval.
3. Mr. Dobbs, Consultant for the Property Owner, Brian K. Hickman/Huntermako, LLC was present. Board Member Brass asked City Administrator Ritter and Mr. Dobbs, to clarify why the parcels were joined together before rezoning them. Mr. Dobbs responded that the Applicant requested the parcels to be joined by the Property Appraiser's Office.
4. No public comments were offered.
5. No Ex-Parte disclosures were offered.
6. Motion by Board Member Jonassaint, seconded by Board Member Papasso to recommend approval to the City Council for Rezoning Petition No. 22-003-R as presented in [Exhibit 2, 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 April 5, 2022, and May 3, 2022.

**CHAIRPERSON PRO-TEMPORE BAUGHMAN CLOSED THE PUBLIC HEARING AT 6:21 P.M.**

**VI. CITY ADMINISTRATOR UPDATE**

- City Administrator Ritter first thanked the Board Members for their service and then provided information regarding a Joint Workshop between the City Council and this Board that was scheduled for Tuesday, May 24, 2022, at 6 PM. He explained the Workshop would be facilitated by the Central Florida Regional Planning Council and the purpose was to come up with a plan to address the conflicts between the City's Future Land Use and the Zoning Maps. He commented that there was a lot of experience on this Board, and he would like them to provide as much feedback during the Workshop as they could.

**VII. Chairperson Pro-Tempore Baughman adjourned the meeting at 6:25 P.M.**

Submitted by:

---

Patty M. Burnette, Secretary

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

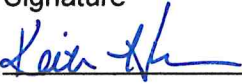
<b>City of Okeechobee</b> <b>General Services Department</b> <b>55 S.E. 3<sup>rd</sup> Avenue, Room 101</b> <b>Okeechobee, Florida 34974-2903</b> <b>Phone: (863) 763-3372, ext. 9820</b> <b>Fax: (863) 763-1686</b>		Date: 1-24-22	Petition No. 22-003-R
		Fee Paid: 854.80	Jurisdiction: PB, OC
		1 <sup>st</sup> Hearing: 3-17-22	2 <sup>nd</sup> Hearing: 4-5-22 & 5-3-22
		Publication Dates:	
		Notices Mailed: 3-2-22	
<b>Rezone, Special Exception and Variance</b>			
<b>APPLICANT INFORMATION</b>			
1	Name of property owner(s): Huntermako, LLC		
2	Owner mailing address: 804 SW 2nd Avenue, Okeechobee, FL 33974		
3	Name of applicant(s) if other than owner		
4	Applicant mailing address:		
	E-mail address: keith@highlandpest.com		
5	Name of contact person (state relationship): Steven L. Dobbs - Consultant		
6	Contact person daytime phone(s): 863-634-0194		
<b>PROPERTY INFORMATION</b>			
7	Property address/directions to property: From SR 70 and 441, head south on 441, turn right at SW 8th Street, the project will be on the left after SW 2nd Avenue		
8	Describe current use of property: Vacant		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) Vacant		
	Source of potable water: OUA                      Method of sewage disposal: OUA		
10	Approx. acreage: 0.16 Acres                      Is property in a platted subdivision? Yes		
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: School Board                                      East: Single Family South: Commercial                                      West: Single Family		
14	Existing zoning: Residential Single Family - 1      Future Land Use classification:      Single - Family Residential		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (X) No ( ) Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (X) Rezone ( ) Special Exception ( ) Variance		
17	Parcel Identification Number: 3-21-37-35-0040-00030-0020		

REQUIRED ATTACHMENTS	
✓ 18	Applicant's statement of interest in property: Owner
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 <b>Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B</b> <b>When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.</b>
✓ 20	Last recorded warranty deed: August 11, 2021
N/A	21 Notarized letter of consent from property owner (if applicant is different from property owner)
✓ 22	Three (3) <b>CERTIFIED BOUNDARY</b> surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
✓ 23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
✓ 24	Affidavit attesting to completeness and correctness of the list (attached)
missing	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

Keith Hickman

Date

1/24/22

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company

**HUNTERMAKO "LLC"**

### Filing Information

**Document Number** L17000011721  
**FEI/EIN Number** N/A  
**Date Filed** 01/13/2017  
**Effective Date** 01/10/2017  
**State** FL  
**Status** **ACTIVE**

### Principal Address

804 S.W. 2ND AVE  
OKEECHOBEE, FL 34974 UN

### Mailing Address

8390 Pioneer Road  
WEST PALM BEACH, FL 33411

Changed: 01/19/2020

### Registered Agent Name & Address

TRICE, RONALD N  
8390 Pioneer Road  
WEST PALM BEACH, FL 33411

Address Changed: 01/19/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

TRICE, RONALD N  
8390 PIONEER ROAD  
WEST PALM BEACH, FL 33411 UN

**Title MGR**

**HICKMAN, BRIAN K**  
2035 S. E. 31ST STREET  
OKEECHOBEE, FL 34974 UN

<b>ADDITIONAL INFORMATION REQUIRED FOR A REZONING</b>	
<b>A</b>	Current zoning classification: Residential Single Family-one Requested zoning classification Commercial Professional Office
<b>B</b>	Describe the desired permitted use and intended nature of activities and development of the property? The client is proposing to add this lot into his existing business.
<b>C</b>	Is a Special Exception necessary for your intended use? ( <input checked="" type="checkbox"/> ) No ( <input type="checkbox"/> ) Yes If yes, briefly describe:
<b>D</b>	Is a Variance necessary for your intended use? ( <input checked="" type="checkbox"/> ) No ( <input type="checkbox"/> ) Yes If yes, briefly describe:
<b>E</b>	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.
<b>F</b>	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.

## Huntermako, LLC

### Responses to Standards for Considering Changes in Zoning

**1. The proposed change is not contrary to the Comprehensive Plan Requirements;**

The proposed request is not contrary to the Comprehensive plan requirements. The 0.16 acres site is currently zoned Residential Single Family – one, and the surrounding properties are zoned Public Facilities, Commercial Professional Office, and Residential Single Family - one making the zoning change compatible by acting as a buffer from Commercial to Residential Single Family One further to the west.

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

This parcel will be added to the holdings to the south which is specifically authorized under the proposed zoning district in the Land Development Regulations.

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

The proposed zoning change should have a positive impact on the public interest to develop land that has access to all utilities and roads which will increase land value and development potential as a commercial use.

**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 will complement the buffer from intensive Commercial zoning to the east to Residential Single Family - One to the west.

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

The proposed use should positively impact property values, living conditions and be an improvement to the adjacent property, and development of previously undeveloped land.

- 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 can be suitably buffered from surrounding unlike uses to the west. The parcel is bounded to the south by the owners other holdings, to the west by Single Family Home, to the north by SW 8<sup>th</sup> Street, and to the east by SW 2<sup>nd</sup> Avenue ROW.

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

The use will not create density patterns that would overburden any public facilities. The potential development impacts will be accounted for within the existing available amenities and is a buffer from the existing Commercial zoning.

- 8. The proposed use will create traffic congestion, flooding, or drainage problems, or otherwise affect public safety;**

The proposed use will not impact traffic congestion as existing streets provide adequate capacity for the additional traffic. There are City drainage inlets in the northeast corner of the property. This project will not adversely 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.



IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

CITY OF OKEECHOBEE, FLORIDA,  
a Florida municipality,

Plaintiff,

CASE NO.: 2019-CA-253

v.

BRENDA KEMP, an individual,  
PHILLIP WAYNE PURVIS, an individual, and  
BENJAMIN PURVIS, an individual,

Defendants.

FILED FOR RECORD  
OKEECHOBEE COUNTY, FL  
2021 AUG 11 PM 4:06  
JERALD D. BRYANT  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER

**AMENDED CERTIFICATE OF TITLE**

*(Amended to Correct a Scrivener's Error in Legal Description in File #2021005731)*

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on April 26, 2021, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following-described property set forth in the Final Judgment situate in Okeechobee County, Florida:

**Lot 1, Block 3, SOUTH OKEECHOBEE, according to the plat thereof recorded in Plat Book 5, Page 7, of the public records of Okeechobee County, Florida**

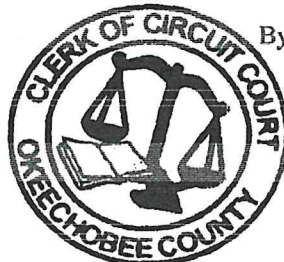
**Parcel Identification Number: 3-21-37-35-0040-00030-0010**

was sold to: Huntermako, LLC, 804 S.W. 2<sup>nd</sup> Avenue, Okeechobee, Florida 34974.

WITNESS my hand and seal of this Court on the 11th day of August, 2021.

JERALD D. BRYANT  
Clerk of the Circuit Court & Comptroller

By: Madalyn Pirots  
Deputy Clerk





IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

CITY OF OKEECHOBEE, FLORIDA,  
a Florida municipality,  
Plaintiff

Case No.: 47 2019 CA 000253

vs

BRENDA KEMP, an individual,  
PHILLIP WAYNE PURVIS, an individual, and  
BENJAMIN PURVIS, an individual,  
Defendant(s)

FILED FOR RECORD  
OKEECHOBEE COUNTY, FL  
2021 MAY - 6 PM 12: 38  
JERALD D. BRYANT  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER

CLERK'S CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on April 26, 2021 for the property described herein:

Lot 1, Block 3, SOUTH OKEECHOBEE, according to the plat thereof recorded in Plat Book 5, page 7, of the public records of Okeechobee County, Florida

AND

A parcel of land lying in Section 34, Township 36 South, Range 35 East, Okeechobee County, Florida, being more particularly described as follows:

Commence at a 3" x 3" concrete monument marking the Southeast Corner of the N1/2 of the SE ¼ of the SE ¼ of said Section 34, thence N 01°45'58" E along the East boundary line of Section 34, a distance of 367.19 feet to a 5/8" rebar with cap #LB6329 for the POINT OF BEGINNING; thence N 40°10'30" W, a distance of 256.16 feet to the intersection with the North boundary line of that parcel of land described in ORB 290, PG. 0469 of the public records of Okeechobee County, Florida; thence N 89°41'27" E along said North boundary line and the South boundary line of that parcel of land described in ORB 226, PG. 687, aforesaid public records, a distance of 171.32 feet to the easternmost common corner for said parcels, said common corner being a point on the aforesaid East boundary line of Section 34; thence S 01°45'58" W along said East boundary line of Section 34, a distance of 196.74 feet to the POINT OF BEGINNING.

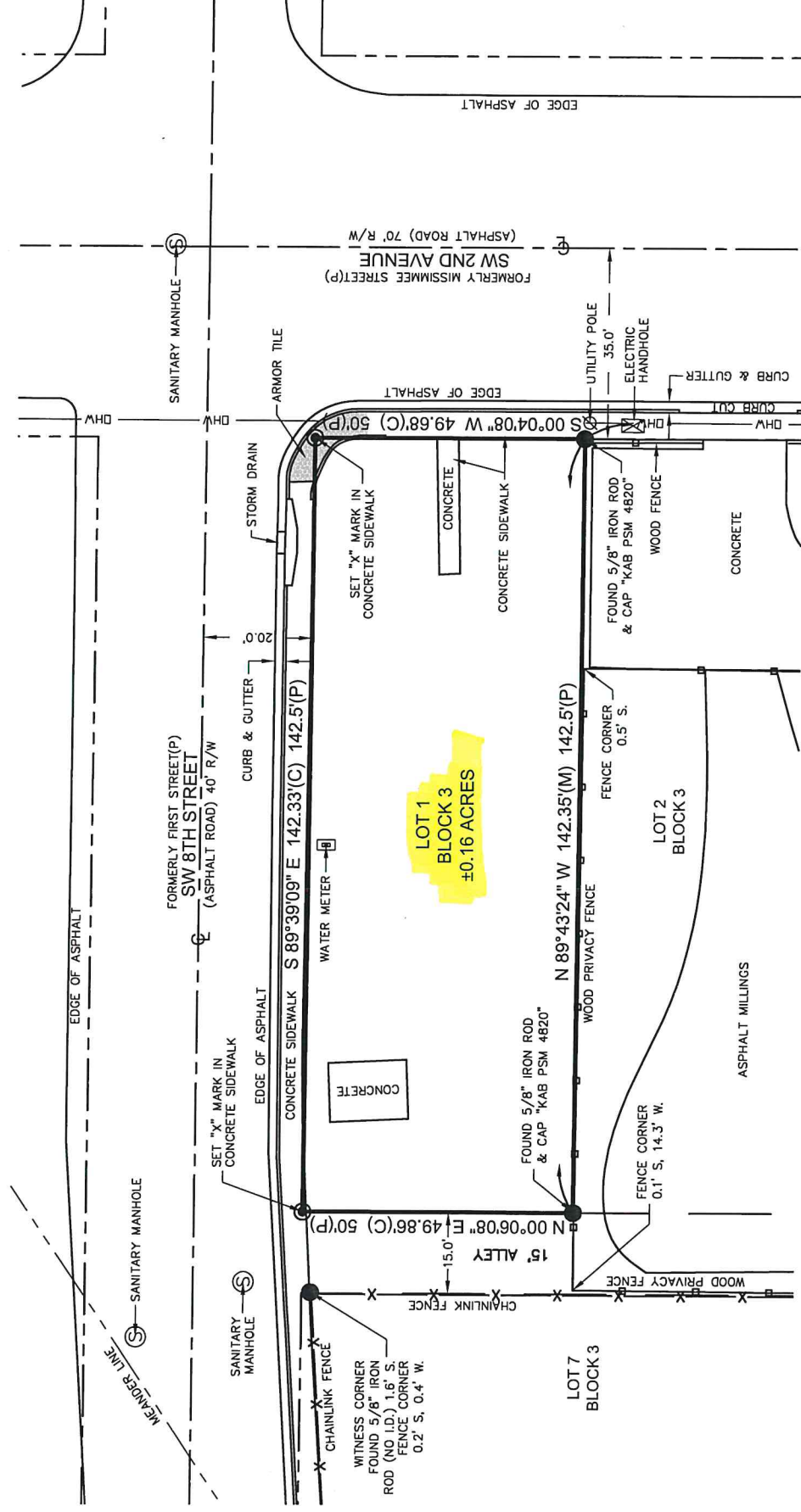
Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31, 2015.

Parcel Identification Number: 3-21-37-35-0040-00030-0010

# BOUNDARY SURVEY PREPARED FOR PREPARED FOR KEITH HICKMAN

**DESCRIPTION:**

LOT 1, BLOCK 3, SOUTH OKEECHOBEE, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 5, PAGE 7, AS RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.



**PROJECT SPECIFIC NOTES:**

- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE PLAT(P) AND MEASURED(M).
- 2) PARCEL ID: 3-21-37-35-0040-00030-0010.
- 3) F.I.R.M. ZONE: "X", MAP NO. 12093C0480C, DATED 07/16/15.
- 4) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 5) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON, THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- 6) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 7) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 8) DATE OF LAST FIELD SURVEY: 11/15/21.

**STANDARD NOTES:** No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor. The survey depicted here is prepared exclusively for those parties noted. No responsibility or liability is assumed by the surveyor for use by others not specifically named. Not valid without the signature and embossed seal of Florida licensed surveyor and mapper #4506. There are no visible above ground encroachments except as shown. No attempt was made to locate underground improvements and/or encroachments (if any) as part of this survey. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 5J-17, Florida Administrative Code.

PREPARED FOR THE EXCLUSIVE USE OF:

KEITH HICKMAN

DESCRIPTION	DWG. DATE	BY	CK
BOUNDARY SURVEY	12/09/21	WC	JUR
FB/PG: 322/59-60		SCALE: 1" = 30'	
BEARING REFERENCE: THE W. R/W OF SW 2ND AVE IS TAKEN TO BEAR S 00°04'08" W		JOB NO: 31016	
FILE: 31016-2			

## TRADEWINDS SURVEYING GROUP, LLC.

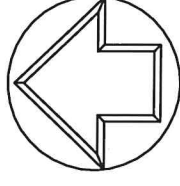
200 SW 3rd Avenue  
Okeechobee, FL 34974  
Tel: (863) 763-2887  
Fax: (863) 763-4342



*John J. Rice*  
John J. Rice, P.S.M. (LS 4506) LB 8360

**LEGEND**  
 ● - Set Iron Rod and Cap "LB 8360"  
 ○ - Found Iron Rod (and Cap)    ⊙ - Found Pipe (and Cap)  
**ABBREVIATIONS**  
 B=Baseline; BM=Benchmark; C=Centerline; D=Deed; Δ=Delta or Central Angle; E=East; Concrete Monument; CONC=Concrete; ESMI=Easement; F.I.R.M.=Flood Insurance Rate Map; FND=Found; IP=Iron Pipe; IR&(C)=Iron Rod (and ID Cap); L=(Arc) Length; M=Measured; MH=Manhole; N=North; NLY=Northerly; NGV(D)=National Geodetic Vertical (Datum) of 1929; NTS=Not to Scale; OHW=Overhead Wires; R=Property Line; P=Plat; PC=Point of Curvature; PCC=Point of Compound Curvature; PCP=Permanent Control Point; POB=Point of Beginning; POC=Point of Commencement; PR=Point of Reverse Curvature; PRM=Permanent Reference Monument; PI=Point of Tangency; PU&D=Public Utility and Drainage; R=Radius; R/W=Right-of-Way; S=South; SLY=Southerly; T=Tangent; TEL=Telephone Splice or Switch Box; W=West; WLY=Westerly; UTIL=Utility(ies); ⊕ =Spot Elevation based on indicated Datum.

NORTH

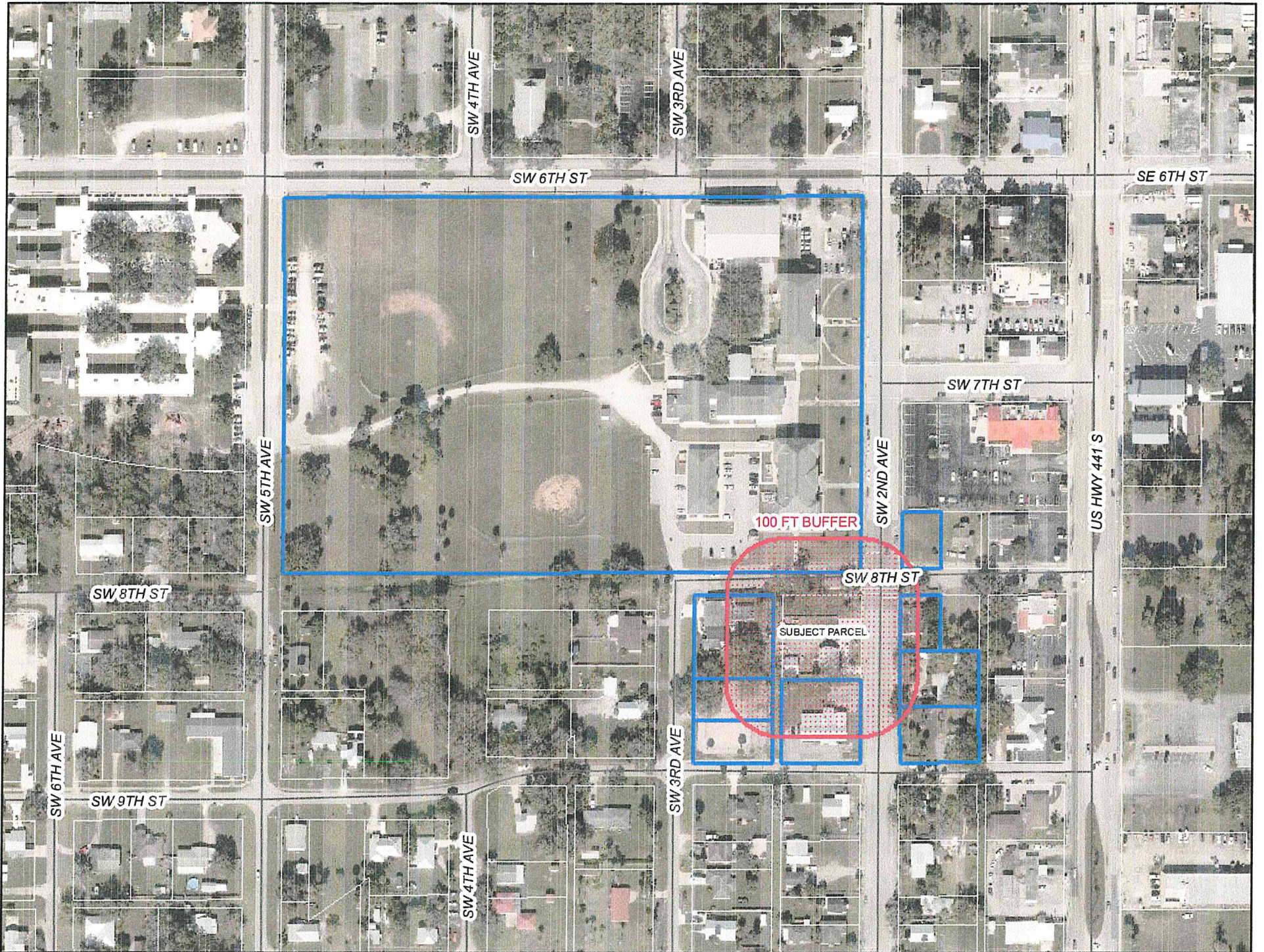


0 15 30  
SCALE IN FEET  
MAP SCALE: 1 INCH = 30 FEET  
INTENDED DISPLAY SCALE

S.E. CORNER OF BLOCK 3  
FOUND BENT 5/8" IRON  
ROD & CAP "RLS 2084"

N. R/W LINE OF SW 9TH STREET

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-15-37-35-0010-01960-0010	OKEECHOBEE COUNTY SCHOOL BOARD	700 SW 2ND AVE		OKEECHOBEE	FL	34974
3-21-37-35-0020-02390-0010	WHITE TROY DALE II	7866 US HIGHWAY 441 SE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00010-0010	HCKB HOLDINGS LLC	C/O CHRIS J LEE	5400 US HIGHWAY 192	MELBOURNE	FL	32904-9728
3-21-37-35-0040-00010-0030	BISHOP CHRISTINE	6688 SW 21ST PKWY		OKEECHOBEE	FL	34974-3307
3-21-37-35-0040-00010-004A	JUAREZ EPIFANIO F REVOCABLE TR	1308 SE 8TH AVE		OKEECHOBEE	FL	34974-5312
3-21-37-35-0040-00010-004B	SCOTT FAMILY TRUST	3043 HICKORY LA		LAPEL	IN	46051
3-21-37-35-0040-00020-0010	BERGER PHILIP Y	9555 NE 128TH AVE		OKEECHOBEE	FL	34972-7104
3-21-37-35-0040-00020-0040	JEANETTE'S INTERIORS, INC	818 S PARROTT AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00020-007A	HUBBARD MADISYN	107 SW 8TH ST		OKEECHOBEE	FL	34974-5125
3-21-37-35-0040-00020-007B	HUBBARD MADISYN NICOLLE	107 SW 8TH ST		OKEECHOBEE	FL	34974-5525
3-21-37-35-0040-00020-0090	FARLESS PATRICIA B IRREV TRUST	GREGORY FARLESS, TRUSTEE	807 SW 2ND AVE	OKEECHOBEE	FL	34974-5118
3-21-37-35-0040-00020-0110	OKEECHOBEE COUNTY	304 NW 2ND ST		OKEECHOBEE	FL	34972-4146
3-21-37-35-0040-00030-0040	GLENN J SNEIDER LLC	200 SW 9TH ST		OKEECHOBEE	FL	34974-5132
3-21-37-35-0040-00030-0070	TEWKSBURY CAMERON	801 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00030-0090	TYSON JOHN	5624 NE 4TH LN		OKEECHOBEE	FL	34974
3-21-37-35-0040-00040-0010	STANLEY CHRISTOPHER	301 SW 9TH ST		OKEECHOBEE	FL	34972-4303
3-21-37-35-0040-0004A-0010	WILSON JUSTIN D	810 SW 3RD AVE		OKEECHOBEE	FL	34974-5121
3-21-37-35-0040-00050-0010	O'CAIN DAVID BRUCE	201 SW 9TH STREET		OKEECHOBEE	FL	34974-5131
3-21-37-35-0040-00050-0030	PARKER RODNEY JUSTIN	908 SW 2ND AVE		OKEECHOBEE	FL	34974-5216
3-21-37-35-0040-00050-0070	DAVIS CYNTHIA	209 SW 9TH STREET		OKEECHOBEE	FL	34974
3-21-37-35-0040-00050-0090	MEARA DANIEL T	905 SW 3RD AVE		OKEECHOBEE	FL	34974
3-21-37-35-0040-00060-0010	HOMER BRUCE A	1700 SW 12TH TERR		OKEECHOBEE	FL	34974
3-21-37-35-0040-00060-0070	SAUSHA LLC	120 SW 8TH STREET		MIAMI	FL	33130
3-21-37-35-0040-00060-0090	SAUSHA LLC	120 SW 8TH STREET		MIAMI	FL	33130
3-21-37-35-0040-00030-0110	CARDONA DAVID V	809 SW 3RD AVE		OKEECHOBEE	FL	34974



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

# OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE





Petition No. 22-003-R

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

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of January 18, 2022 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 24 day of January, 2022.

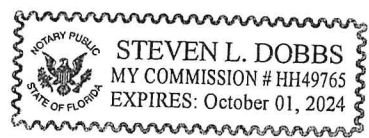
Keith Hickman  
Signature of Applicant

1/24/2022  
Date

Keith Hickman  
Name of Applicant (printed or typed)

STATE OF FLORIDA  
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of January, 20 22, by Keith Hickman, who is personally known to me or produced \_\_\_\_\_ as identification.



Steven L. Dobbs  
Notary Public Signature

## **Huntermako, LLC**

### **(Description of requested land use change and reason for request)**

Huntermako, LLC owns one parcels in the southwest section of the City that is in Block 3 of the South Okeechobee Plat, it is 0.16 acres of land on the northwest corner of SW 8<sup>th</sup> Street and SW 2nd Avenue, Mr. Hicman is proposing a change of zoning on the subject property. This property is located in Section 21, Township 37S, and Range 35E, with the property's parcel ID 3-21-37-35-0040-00030-0020. It is currently located in the City of Okeechobee with a current zoning of Residential Single Family - 1.

The primary intent of rezoning these parcels is to amend the zoning classification to Commercial Professional Office like the remainder of this property to the south. The proposed zoning is compatible with adjacent lands at this location surrounded by Residential Single Family One on the east and west, Public Facilities to the north, and Commercial Professional Office to the south.

This application requests the city to grant a change in zoning on these parcels from the existing Residential Single Family – 1 to Commercial Professional Office. The property can be accessed off SW 2<sup>nd</sup> Avenue.

Huntermako, LLC requests that the Planning Board recommend to the City Council to grant the requested zoning amendment of this parcel to Commercial Professional Office.

LOT 1  
RSFI/SF

LOT 2,3 + N344 4  
Okeechobee County Property Appraiser  
CPO/C

**Okeechobee County Property Appraiser**

Mickey L. Bandi, CFA

**2021 Certified Values**

updated: 2/3/2022

Parcel: << 3-21-37-35-0040-00030-0020 (36554) >>

Aerial Viewer Pictometry Google Maps

**Owner & Property Info**

Result: 1 of 1

Owner	HUNTERMAKO LLC 804 SW 2ND AVE OKEECHOBEE, FL 34974		
Site	804 SW 2ND AVE OKEECHOBEE		
Description*	SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 1, 2 & 3 BLOCK 3 & NORTH 3 FEET OF LOT 4 BLOCK 3		
Area	0.496 AC	S/T/R	21-37-35
Use Code**	SINGLE FAMILY (0100)	Tax District	50

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

**Property & Assessment Values**

2020 Certified Values		2021 Certified Values	
Mkt Land	\$15,141	Mkt Land	\$29,988
Ag Land	\$0	Ag Land	\$0
Building	\$54,804	Building	\$56,557
XFOB	\$14,736	XFOB	\$14,736
Just	\$84,681	Just	\$101,281
Class	\$0	Class	\$0
Appraised	\$84,681	Appraised	\$101,281
SOH/10% Cap [?]	\$0	SOH/10% Cap [?]	\$1,716
Assessed	\$84,681	Assessed	\$101,281
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$84,681 city:\$84,681 other:\$84,681 school:\$84,681	Total Taxable	county:\$99,565 city:\$99,565 other:\$99,565 school:\$101,281

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



**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
8/11/2021	\$0	2021010353	CT	V	U	11
5/6/2021	\$100	2021005731	CT	V	U	11
3/29/2017	\$4,200	0788/0562	SW	V	Q	03
3/10/2017	\$82,500	0787/0673	WD	I	Q	01
9/28/2016	\$0	0780/1365	WD	V	U	11
4/17/2013	\$21,000	0729/0742	SW	I	U	12
3/1/2013	\$100	0729/0741	SW	I	U	12
1/22/2013	\$100	0726/0172	CT	I	U	11
5/23/2007	\$125,000	0631/0558	WD	I	Q	
7/2/2006	\$0	0625/1956	QC	I	U	03
7/23/2001	\$42,000	0460/1941	WD	I	Q	
7/22/2001	\$0	0460/1942	WD	I	U	03
6/27/2001	\$0	0457/1780	PB	I	U	01
4/1/1993	\$32,000	0343/1969	WD	I	U	03



February 8, 2022

City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974

**Subject: Huntermako, LLC Parcel Combination**

Dear Mr. Ritter:

Huntermako purchased parcel number 3-21-37-35-0040-00030-0010, which was Lot 1 in block 3. They owned Lots 2 and 3 south of lot 1 and the north 3 feet of lot 4 discussed above. They discussed the combination of these lots with the Okeechobee County Property appraiser who combined lots 1, 2, 3, and the north 3 feet of lot 4 as the current parcel control number 3-21-37-35-0040-00030-0020. This took place prior to the application for the Comprehensive Plan Amendment and Rezoning for Lot 1 in Block 3.

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: Keith Hickman  
File



CITY OF OKEECHOBEE, FLORIDA  
APRIL 19, 2022, 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 April 19, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Don Hanna of the First United Methodist Church; followed by the Pledge of Allegiance led by Council Member Jarriel.

II. **ATTENDANCE**

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Council Members Noel A. Chandler, Monica M. Clark, Robert "Bob" Jarriel, and Robert "Bobby" M. Keefe, Jr.

III. **AGENDA AND PUBLIC COMMENTS**

A. Mayor Watford asked whether there were any agenda items to be added, deferred, or withdrawn. Items "B" and "E" under Presentations and Proclamations were deferred to the May 3<sup>rd</sup> meeting and Item "E," Exhibit 6 under New Business was added.

B. Motion and second by Council Members Keefe and Clark to approve the agenda as amended. **Motion Carried Unanimously.**

C. A comment card for public participation for issues not on the agenda was submitted by Mr. Russ Brown, Indian River State College (IRSC) Dixon Hendry Campus Provost. He provided information and flyers on the IRSC Promise Program sponsored by the IRSC Foundation, Inc. The program provides for free tuition for an associate degree to any 2022 high school graduate from a public or public charter high school from Martin, Indian River, Okeechobee, or Saint Lucie Counties. The information will be shared on the City's social media, website, and with the employees.

IV. **PRESENTATIONS AND PROCLAMATIONS**

A. Mayor Watford presented Mr. Jim LaRue with a framed Certificate of Appreciation, that was read into the record as follows: **"Whereas, on January 9, 1996, the City of Okeechobee entered into a contract to provide building and zoning professional services with H.L. Bennett, Inc., who sub-contracted the planning services portion to LaRue Planning and Management Services, Inc. Mr. Jim LaRue attended his first Planning Board and City Council Meetings on August 20, 1996. He provided these services under the sub-contract until February 2, 1999, when the City entered into the first contract directly with Mr. LaRue. It was during these initial years that Jim worked together with City Clerk Bonnie Thomas (retired), City Attorney John R. Cook (retired), Administrative Secretary Beatrice Castorina (retired), and then Deputy City Clerk Lane Gamiotea to create the necessary documents that provided the regulations, procedures, fee structures, and forms that set the foundation for the City to provide planning and zoning services to its citizens in-house; and Whereas, during the almost 26 years, LaRue Planning and Management Services, processed approximately three Evaluation and Appraisal Reports; 45 Variance Petitions; 109 Site Plan Reviews; 132 Special Exception Petitions; 21 Resolutions and 375 Ordinances that addressed Comprehensive Plan Text Amendments, Future Land Use Map Amendments, Rezoning Petitions, Land Development Regulation Amendments, and Right-of-Way Petitions; and Whereas, Jim and his firm have proven to be dedicated to our community, going above and beyond to provide assistance to residents and applicants alike. They will be fondly remembered as the City's Planner who created the "Perfect Sign Ordinance" adopted by the City Council. Now, therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, proudly extend our sincerest appreciation to Jim LaRue for his unwavering devotion to proper growth management, his service to the people of Okeechobee, and his friendship extended to City Staff. We are a better community by his guidance."**

B. The presentation honoring the members of the Okeechobee High School Junior Reserve Officer's Training Corp was deferred to the May 3, 2022, meeting.

C. Mayor Watford presented Miss. Carol Marker, who was accompanied by her family, with a framed Certificate of Outstanding Achievement, that was read into the record as follows: **"Whereas, the City deems it befitting to honor the youth of our community who inspire others. Your hometown is proud to recognize your Achievements in the sport of Tennis."**

#### IV. PRESENTATIONS AND PROCLAMATIONS CONTINUED

- C. Continued: Carol found her inner strength, with all the odds stacked against her to try-out for and made the Okeechobee High School Tennis Team. She will graduate in May of this year as a 2-year Letterman; and Whereas, Carol is not only a member of Brahman Tennis Team, but she is also a member of the Okeechobee Special Olympics Tennis Team, winning Silver in the State's 2021 Competition, then recently winning the Area 8 Championship and will again represent Okeechobee in the State's 2022 Competition. Now, therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, hereby extends this honor to Carol, during Autism Awareness Month for her determination, charisma, and integrity, both on and off the court."
- D. Mayor Watford proclaimed April 18<sup>th</sup> through 24<sup>th</sup> as Crime Victims' Rights Week and read into the record the following: "Whereas, being a victim of crime and navigating the criminal justice system can be a frightening and confusing experience; and Whereas, progress in improving the treatment of crime victims has been made through the efforts of thousands of victims and survivors who have turned their own experiences into a force for positive change, ensuring that others can receive justice, meaningful assistance, and compassionate treatment before the law; and Whereas, since the passage of the Victims of Crime Act of 1984, and through the dedicated work of advocates, lawmakers, and victim service providers, there is a growing array of services and resources available to victims and their loved ones; and Whereas, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and Whereas, individuals' trust in the compassion, understanding, and support of their communities is achieved through sustained, deep-rooted, and coordinated outreach; and Whereas, identifying, reaching, and serving all victims of crime, especially those from groups that often have less access to healing services and avenues to justice, is essential; and Whereas, our community's continued engagement with the challenges faced by victims of crime will ensure that the progress made to date is not lost, and that new ground is broken to gain greater justice and healing for all victims; and Whereas, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and Whereas, National Crime Victims' Rights Week provides an opportunity to recommit ensuring that all victims of crime, especially those who are challenging to reach or serve, are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and Whereas, the City of Okeechobee is hereby dedicated to supporting victims and survivors in the aftermath of crime, building trust among our clients, collaborating with other service providers, and engaging our community in response efforts. Now, therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim April 18 through 24, 2022 as Crime Victims' Rights Week." Okeechobee County Sheriff Noel Stephen and Victims Advocate, Mrs. Joan Johnson, Martha's House Executive Director, Mr. Jonathan Bean, and 19<sup>th</sup> Judicial Circuit State Attorney's Office Victims Advocate, Mrs. Marie Figueroa gratefully accepted the proclamation.
- E. Proclaiming May 1 through 7, 2022, as Municipal Clerks' Week was deferred to the May 3, 2022, meeting.

#### V. CONSENT AGENDA

Motion and second by Council Members Keefe and Clark to:

- A. [Dispense with the reading and] approve the meeting Minutes for April 5, 2022 [as presented].
- B. Approve the Warrant Register for March 2022 [in the amounts: General Fund \$540,204.06; Public Facilities Improvement Fund, \$19,943.85; and Capital Improvement Projects Fund \$2,469.41 as presented].

**Motion Carried Unanimously.**

#### VI. UNFINISHED BUSINESS

- A. The motion and second by Council Members Clark and Keefe to adopt proposed Resolution No. 2022-03, Fund Balance and Reserve Policy was postponed from the April 5, 2022, meeting. This allowed additional time for the Council to review the proposed policy and Staff to make the suggested changes. The modified language was noted in the revised resolution, as presented in Exhibit 1. Administrator Gary Ritter deferred to Finance Director India Riedel to present the five-slide presentation, which has been incorporated into the official minute file. **Motion Carried Unanimously.**

## VII. NEW BUSINESS

- A. Motion and second by Council Members Keefe and Jarriel to approve the request from Okeechobee Main Street to design and hang [South] Park Street Lamp Post Banners during the months of May and extended through July 2022 to commemorate the Cattle Drive Sculpture Project [as presented in Exhibit 2]. **Motion Carried Unanimously.**
- B. Motion and second by Council Members Jarriel and Chandler to approve an agreement with Culpepper & Terpening, Inc., in the amount of \$52,710.00, for survey and design engineering for the Southwest 5<sup>th</sup> Avenue Resurfacing Project funded by the Florida Department of Transportation Small Counties Outreach Program [as presented in Exhibit 3]. **Motion Carried Unanimously.**
- C. Motion and second by Council Members Keefe and Clark to approve an agreement with Kimley Horn for professional services in the amount of \$18,600.00, for the [Okeechobee Taylor Creek] SE 4<sup>th</sup> Street Stormwater Improvement Project, Florida Department of Environmental Protection (FDEP) [Grant] Agreement No. LPQ0007 [as presented in Exhibit 4]. **Motion Carried Unanimously.**
- D. Motion and second by Council Members Jarriel and Clark to read by title only, proposed Ordinance No. 1253, regarding a referendum on the November 8, 2022, General Election Ballot adopting a new City Charter [as presented in Revised Exhibit 5]. **Motion Carried Unanimously.**

City Attorney John Fumero read proposed Ordinance No. 1253 by title only as follows: **“AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA, PERTAINING TO THE CITY CHARTER; PROVIDING FINDINGS OF CITY COUNCIL REGARDING THE CURRENT CHARTER AND A PROPOSED REVISED CHARTER; CALLING FOR A REFERENDUM FOR ELECTORS OF THE CITY TO VOTE ON WHETHER TO APPROVE REVISIONS TO THE CITY CHARTER; AUTHORIZING AND DIRECTING THE FILING AND PUBLICATION OF THE NEW CITY CHARTER; DECLARING THE LEGAL AUTHORITY FOR ENACTMENT OF THE ORDINANCE; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATES.”**

Motion and second by Council Members Clark and Chandler to approve the first reading of proposed Ordinance No. 1253 and set May 17, 2022, as the final hearing date. Following discussion, **a motion and second were made by Council Members Clark and Jarriel to amend proposed Ordinance No. 1253 to change the City Clerk position from elected to appointed. Motion to Amend Carried Four To One. Motion As Amended Carried Unanimously.**

- E. ITEM ADDED TO THE AGENDA: Motion and second by Council Members Keefe and Clark to approve Amendment No. 2 to the FDEP Grant [Agreement] No. LPQ0007 [for the Okeechobee Taylor Creek SE 4<sup>th</sup> Street Stormwater Project], extending the Task 1 Construction end date one year to December 30, 2023, and extending the Agreement end date to June 30, 2024 [as presented in Exhibit 6]. **Motion Carried Unanimously.** Mrs. Connie Vanassche, of CAS Governmental Services, LLC, City Lobbyist, provided an update on the recent Legislative Session and announced Governor DeSantis called a Special Session that conveyed today. A second Special Session is anticipated to be called in May.

## VIII. CITY ATTORNEY UPDATE

- Worked with City Staff to create the newly adopted Reserve Policy.
- Working with City Staff on a Workers Compensation claim.
- Responded to questions from Council Member Jarriel related to conditional zoning regulations.
- Working with City Staff on amendments to the Home-Based Business regulations.
- The Holding category zoning ordinance is being looked at again.

## IX. ADMINISTRATOR UPDATE

- New City Planning Consultant, Morris Depew Associates, Inc., contract to be presented at the next meeting.
- Public Works employees have completed the construction of the temporary swales [between the southern and eastern perimeter portions] of the River Run Mobile Home Resort subdivision. Once the contractors for Racetrack have the [sound buffering] wall completed, Public Works employees will go back and grade the area. The Okeechobee Utility Authority lift station access in this same area, is a work in progress.
- May 24, 2022, 6:00 p.m. Joint Council and Planning Board Workshop with Central Florida Regional Planning Council (CFRPC) representatives moderating.
- Notified by a CFRPC representative that they applied for a Parking Study Grant on the City's behalf.
- Commended Public Works employees for the exterior improvements made to date at their facility [located at 500 Northwest 11<sup>th</sup> Avenue].

**X. CITY COUNCIL COMMENTS**

- Council Member Jarriel noted this was Deputy City Clerk Rose Torres' last meeting and that he enjoyed working with her.

**XI. ADJOURN**, Mayor Watford adjourned the meeting at 7:25 P.M.

Submitted By:

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Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, 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.

DRAFT





CITY OF OKEECHOBEE, PUBLIC WORKS

Memo

To: Gary Ritter  
From: David Allen  
Date: 4/7/2022  
Re: Shenandoah South 4<sup>th</sup> Street pipe lining project PO request

---

The Public Works Department is requesting a purchase order in the amount of \$808,339.13 to Shenandoah General Construction for lining 2,695 feet of 30" to 48" storm water pipe located on South 4<sup>th</sup> Street, from SW 5<sup>th</sup> Avenue to SE 6<sup>th</sup> Avenue. The estimated cost of the project from Shenandoah is \$734,853.75. The requested amount includes a 10% contingency to address issues such as excess sediment removal and pipe diameter errors on outdated City Storm Water Maps (1997). The funding for this project will use ARPA funds

The portion of the pipe located under US 441 (Parrott Ave) is excluded from this project. This section of pipe is part of a FDOT project and will be replaced by FDOT. Additionally, the section of pipe East of SE 6<sup>th</sup> Avenue is being evaluated for work as part of the SE 4<sup>th</sup> Street FDEP funded grant project.

This segment of stormwater pipe is the backbone of the system South of Park Street. The ageing condition of the pipe has necessitated numerous repairs to the roadway above the pipe over the last several years. As the pipe continues to age, the pavement issues that need to be addressed will increase. The lining process used to rehabilitate the existing concrete stormwater pipe currently in place should extend the life by more than 30 years.

The agreement with Shenandoah for this project is a piggyback on an agreement between Shenandoah and Broward County. The City used this contractor to perform the same type of work on SW 2<sup>nd</sup> Avenue at SW 8<sup>th</sup> Street. The contractor performed excellent work and we have been very satisfied with the work performed.

1888 NW 22nd Street  
(772) 202-3260



**SHENANDOAH**

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: March 03, 2022  
SUBMITTED TO: Okeechobee, City of  
STREET: 55 Southeast 3rd Avenue  
CITY, STATE & ZIP: Okeechobee, FL 34974  
PHONE: (863) 763-3926  
FAX:  
EMAIL: dallen@cityofokeechobee.com  
JOB NAME: SE 4th Street Outfall  
ATTENTION: David Allen

PROPOSAL #P23885

We propose to furnish a crew and all necessary equipment to clean, televise, and install 30", 36", 42" and 48" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Maintenance, and Repairs RFP-2018-167-EH.

Mobilization	(at \$300.00 )	1	\$300.00
Medium Cleaning and Sediment Removal 30"	(at \$2.00 )	286	\$572.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 )	45	\$112.50
Medium Cleaning and Sediment Removal 42"	(at \$3.25 )	275	\$893.75
Medium Cleaning and Sediment Removal 48"	(at \$3.50 )	2089	\$7,311.50
Storm Drain Video Observation 0-48"	(at \$6.00 )	2695	\$16,170.00
Install 30" CIPP	(at \$126.00 )	286	\$36,036.00
Install 36" CIPP	(at \$146.00 )	45	\$6,570.00
Install 42" CIPP	(at \$210.00 )	275	\$57,750.00
Install 48" CIPP	(at \$258.00 )	2361	\$609,138.00

**Estimated Total:**

**\$734,853.75**

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

1888 NW 22nd Street  
(772) 202-3260



**SHENANDOAH**

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.

Louis Voska

TITLE

Estimator

DATE

03/03/2022

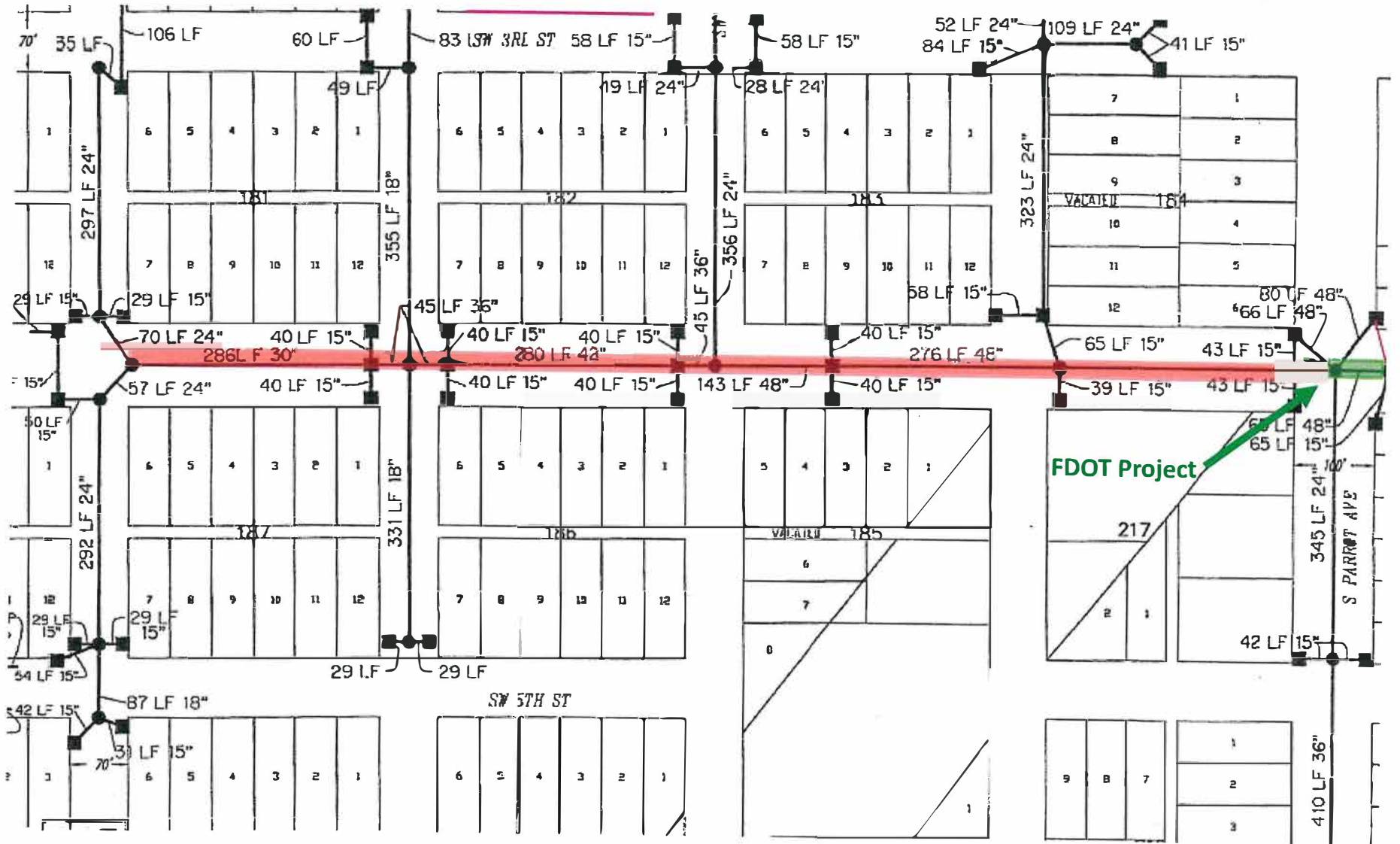
ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

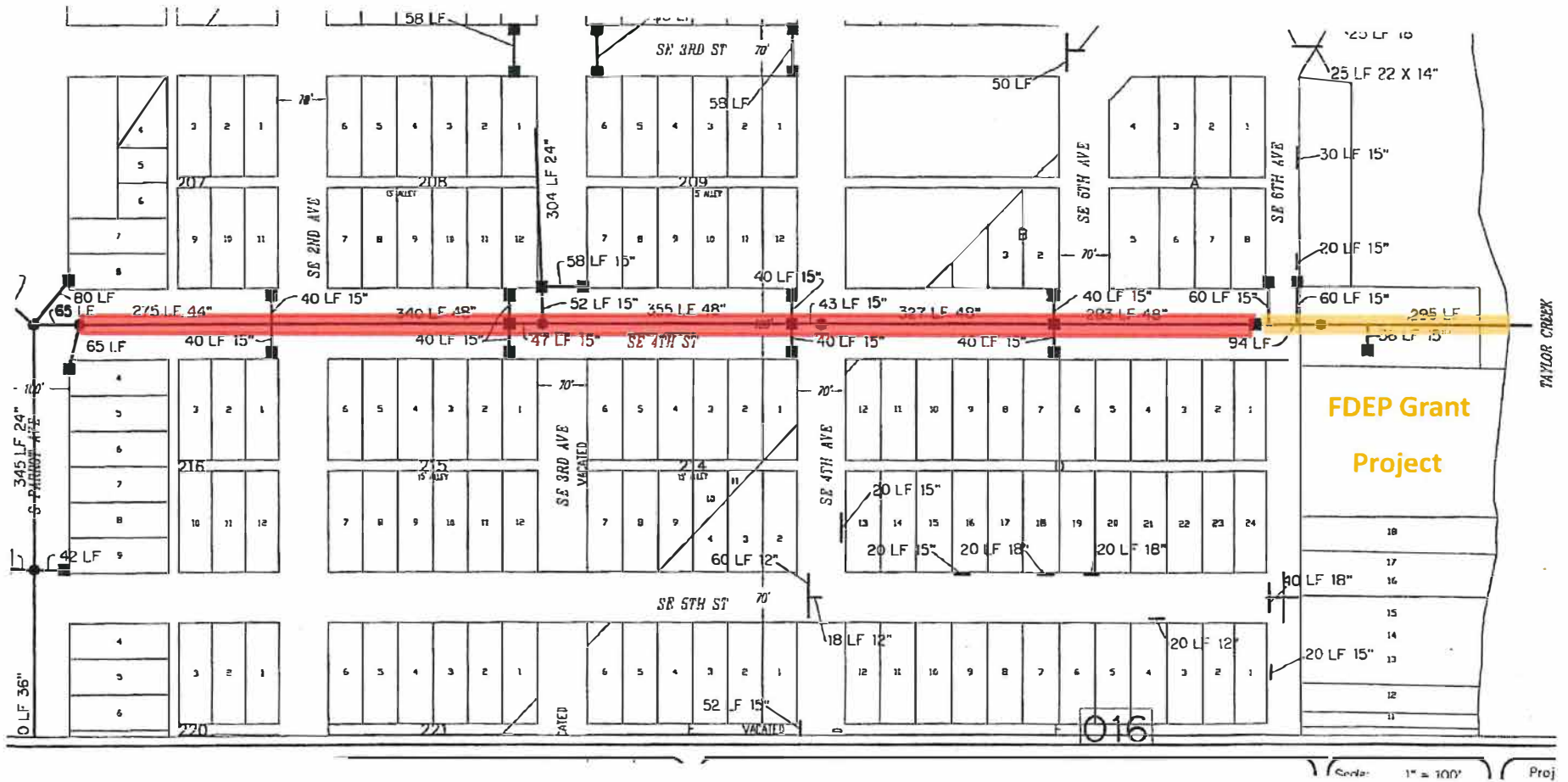
SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:



## South 4th Street CIPP Pipe Lining Project



## South 4th Street CIPP Pipe Lining Project

**PIGGYBACK AGREEMENT  
BETWEEN  
CITY OF OKEECHOBEE AND  
SHENANDOAH GENERAL CONSTRUCTION COMPANY, A FLORIDA LIMITED  
LIABILITY COMPANY**

**THIS PIGGYBACK AGREEMENT** (“Agreement”) is made and entered into between the CITY OF OKEECHOBEE (the “CITY”), a political subdivision of the State of Florida who address is 55 SE 3<sup>rd</sup> Avenue, Okeechobee, FL 34974, and Shenandoah General Construction Company, LLC (the “CONTRACTOR”), a Florida corporation, who address is 1888 Northwest 222nd street, Pompano Beach, Florida (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, the CITY desires to procure storm drain cleaning, repair, and maintenance services with and through professionals duly licensed and qualified to provide such services;

**WHEREAS**, the District Board of Trustees of Broward College, Florida (the “College”) entered into a Contract for Services (the “Contract”) with the CONTRACTOR on or about November 27, 2018.

**WHEREAS**, the College renewed the Contract on or about November 27, 2021.

**WHEREAS**, CONTRACTOR has demonstrated capability to provide the CITY with Storm Drain Cleaning, Repairs, and Maintenance services contemplated by this Agreement;

**WHEREAS**, the CITY has determined that the Contract with the College meets the requirements of the State of Florida and CITY Procurement Code and is an acceptable agreement upon which the CITY and CONTRACTOR may establish an Agreement;

**WHEREAS**, the CONTRACTOR agrees to extend the terms, conditions, and pricing of the Contract with the CITY, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the CITY has determined that entering into this Agreement with the CONTRACTOR is in the best interests of the CITY.

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

1. **Recitals.** The above recitals are true and correct and are incorporated into this CITY Agreement by reference.

2. **Scope of services.** CITY hereby retains CONTRACTOR to furnish the services that are described in the Scope of Services which is attached hereto as **Exhibit A**, and incorporated herein by reference.

3. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Contract entered into with the College shall constitute the terms and conditions of this Agreement. A true and correct copy of the Contract is attached hereto as **Exhibit B** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit B** will be resolved in favor of the body of this Agreement.

4. **Agreement Term and Commencement of Services.** This Agreement has an initial term of three (3) years, beginning February 1, 2022, and ending January 31, 2025, and may be renewed for up to two additional one-year terms, upon agreement of the Parties in writing, unless sooner terminated under the terms of this Agreement.

5. **Payment.** CITY agrees to compensate CONTRACTOR for work actually performed under this Agreement at the rate/basis described in **Exhibit B**. The CITY reserves the right to withhold amounts in the event of the non-performance of all or part of the CONTRACTOR's obligations under this Agreement.

6. **Termination.** This Agreement may be terminated by the CITY in whole or in part at any time with or without cause by the CITY providing CONTRACTOR with written notice not less than third (30) days prior to the date of termination.

7. **Notices.** All notices to the Parties under this Agreement must be in writing and sent via certified mail to City Administrator, City of Okeechobee.

8. **Insurance.** CONTRACTOR must maintain such insurance as will fully protect both the CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- a. The insurance coverage required by this Agreement must not be less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$1,000,000.00 each accident, \$1,000,000.00 each employee, \$1,000,000.00 policy limit for disease;
  - ii. Commercial General Liability ("CGL") insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$3,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and

iv. Fire damage liability shall be included at \$1,000,000.00.

9. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

10. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

11. **Independent contractor.** CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement.

12. **Indemnification.** CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy. The indemnification provisions of this paragraph will survive the termination of this Agreement.

13. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.



14. **Public records.** CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- c. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
  - i. "Public records" is defined in Section 119.011(12), Florida Statutes, as may be, from time to time, amended.
  - ii. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LANE GAMIOTEA, CITY CLERK, 863-763-3372; EMAIL: [lgamiotea@cityofokeechobee.com](mailto:lgamiotea@cityofokeechobee.com); MAILING ADDRESS: City of Okeechobee, 55 SE 3<sup>rd</sup> Avenue, Room 100, Okeechobee, FL 34974.**

15. **General Provisions.** The following general provisions apply to this Agreement:

- a. **Entire Agreement.** This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- b. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- c. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- d. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY 's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- e. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida, and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto have signed and sealed this Agreement effective the date first written above.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by Shenandoah General Construction Company, LLC, a Florida limited liability company.

**Shenandoah General Construction Company,  
LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print name)

Its: \_\_\_\_\_  
(Title)

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**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Okeechobee City Council.

**City of Okeechobee, Florida, a municipal  
corporation of the State of Florida**

ATTEST:

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

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

REVIEWED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
John J. Fumero, City Attorney

**AGREEMENT EXHIBIT A**  
**SCOPE OF WORK**

CONTRACTOR shall provide Storm Drain Cleaning, Repairs, and Maintenance at CITY-wide locations as identified and described by the CITY facilities department. CONTRACTOR shall provide the services on an as-needed and project-by-project basis, based on the needs of the CITY, which will be described in subsequent purchase orders to be issued.



# Storm Drain Cleaning, Repairs and Maintenance

RFP-2018-167-EH





Cypress Creek Administrative Center  
6400 N.W. 6<sup>th</sup> Way, Fort Lauderdale, FL 33309  
Phone 954-201-7455/Fax 954-201-7330  
[broward.edu/community/vendor](http://www.broward.edu/community/vendor)

**SUPERCEDES LETTTER DATED NOVEMBER 30, 2018**

October 8, 2019

Ms. Margaret Lary,  
Shenandoah General Construction Company  
1888 NW 22<sup>nd</sup> St.  
Pompano Beach, FL 33069

email: [margaret.lary@shenandoahconstruction.com](mailto:margaret.lary@shenandoahconstruction.com)

Dear Ms. Lary:

This is to confirm that your response for **Storm Drain Cleaning, Repairs and Maintenance (term contract)**, contract **RFP-2018-167-EH**, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provides the College with a Certificate of Insurance within **ten (10) days** of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: "The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 N.W. 6<sup>th</sup> Way, Fort Lauderdale, FL 33309". Please include the solicitation number on the certificate.

We request that your firm register as a vendor with Broward College; this will allow us to issue purchase orders or make payments against invoices to your company. To register, please use the following link to complete the process:  
<http://www.broward.edu/community/vendor/Pages/default.aspx>

The initial term of this contract is thirty-six (36) months from the date of this contract award. This contract includes three (3) additional, one-year renewal options subject to the College's approval. The Procurement Services Office reserves the right to issue each Option-to-Renew, in the best interest of the College. The initial term shall be:

**CONTRACT PERIOD: November 27, 2018 through November 26, 2021**

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at (954) 201-5317.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zaida Riollano', written over a stylized graphic element.

Zaida Riollano, CPPB  
District Director, Strategic Sourcing

Attachment: fully executed contract

cc: RFP-2018-167-EH File  
Kenneth Klindt, Senior AVP, Facilities Management  
Sean Devaney, AVP, Facilities Collegewide Maintenance



**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of \_\_\_\_\_ 2018 between the District Board of Trustees of Broward College, Florida ("College") \_\_\_\_\_ and Shenandoah General Construction Company ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after execution ("Contract").

**1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Sean Devaney, sdevaney@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

**2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**4. TERMINATION FOR DEFAULT.**

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

**5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**8. PUBLIC ENTITY CRIMES/SDN LIST.**

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. 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 of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.

**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

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

**17. APPLICABLE LAW/VENUE.**

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

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

**21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$3,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

**23. OWNERSHIP.**

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

**24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

**25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

**26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**27. IMMIGRATION.**

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

**28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.*** Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

*Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."*

### **30. MARKETING.**

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

### **31. EMPLOYMENT BENEFITS.**


Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

### **32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

**33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

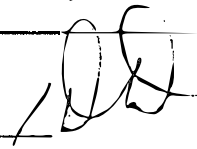
_____	 _____
College	Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type) Shenandoah General Const. Co. Tax ID No. 59-1707673

Authorized Representative Daniel DiMura Title Vice President

Address 1888 NW 22 Street, Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor  Date 11/26/18

Attested By Name (type) Kenneth R Jackson Title Sec/Treas

Signature of Attester  Date Signed 11/26/18

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

A VP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President Thomas W. Olliff Title SVP, Administrative Services

Signature  Date 11/27/2018

DocuSigned by:  
*Thomas W. Olliff*  
A1267F44E088457...

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





**Contract for Services**

**Statement of Work**

**Exhibit "A"**

**CONTRACT TERM AND RENEWALS:** The contract commences on the date of the last executed signature and continues for a period of three (3) years. The term of the contract may, by mutual agreement between College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from each Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

This contract includes the terms and conditions and provisions of RFP-2018-167-EH and the Vendors response. In the event of a conflict between the documents, the order of priority shall be as follows:

- 1) Contract
- 2) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- 3) RTQ
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter
- 5) Vendor response/proposal

**SCOPE**

Vendor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

**LICENSE(S)**

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;



OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A";

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

CENTRAL MASTER PLUMBER;

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

#### **PERMITS/FEES**

College will pay permit fees directly to its Consultant(s); Storm Drain Vendor is not required to pay permit fees.

Other than permit fees, the Vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Vendor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Vendor will invoice the College for reimbursement. No mark-up shall be allowed.

#### **DEBRIS, WASTE AND CHEMICALS**



Vendor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Vendor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

### **SUBCONTRACTORS**

Due to environmental and liability concerns, no subcontracting will be allowed.

### **TRAFFIC CONTROL**

Vendor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

### **RESPONSE TIME**

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The Vendor shall stand ready and be available to perform overtime work when requested to do so by the owner.

Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Vendor, the Vendor shall have six (6) hours to set up at the site of the emergency and begin work. The Vendor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Vendor(s) shall provide a contact person to ensure twenty-four hours response.



### **EMERGENCY CALL-OUT**

Emergency call-out is responding on short notice to perform any of the services listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Vendor(s). Vendor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

### **PROTECTION OF EXISTING FACILITIES**

The Vendor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

### **CLEANING UP**

The Vendor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

### **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)**

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

**Contract for Services**  
**Prices**  
**Exhibit A-1**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
<b>TV Viewing</b>					
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00	\$6.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$20.00	\$20.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$30.00	\$30.00
<b>Plug Installation &amp; Removal {Includes Minimum Weekly Rental} for:</b>					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$5.00	\$5.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$10.00	\$10.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$15.00	\$15.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$25.00	\$25.00
<b>Pumping</b>					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$25.00	\$25.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00	\$35.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00
<b>GENERAL MAINTENANCE AND REPAIRS</b>					
<b>Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe</b>					
12	Slip Lining 15" Pipe	Linear Ft	1	\$67.00	\$67.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$75.00	\$75.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$80.00	\$80.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$95.00	\$95.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$130.00	\$130.00

**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
17	Slip Lining 42" Pipe	Linear Ft	1	\$182.00	\$182.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$305.00	\$305.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$322.00	\$322.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$370.00	\$370.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1	\$70.00	\$70.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1	\$75.00	\$75.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00	\$82.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$85.00	\$85.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$96.00	\$96.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$105.00	\$105.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$121.00	\$121.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$126.00	\$126.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$146.00	\$146.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00	\$162.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$210.00	\$210.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$210.00	\$210.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$258.00	\$258.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$259.00	\$259.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$431.00	\$431.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$431.25	\$431.25
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$573.00	\$573.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$550.00	\$550.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$671.00	\$671.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$661.00	\$661.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$772.00	\$772.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$895.00	\$895.00

**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,100.00	\$1,100.00
<b>PIPE CLEANING</b>					
<b>Pipe Cleaning and Sediment removal (Light Cleaning)</b>					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.75	\$0.75
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.00	\$1.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00	\$7.00
<b>Pipe Cleaning and Sediment Removal (Medium Cleaning)</b>					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.25	\$1.25
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.50	\$1.50
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.00	\$2.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00	\$8.00

**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00	\$35.00
<b>Pipe Cleaning and Sediment Removal (Heavy Cleaning)</b>					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25	\$6.25
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00	\$7.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00	\$9.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.25	\$10.25
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00	\$17.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00	\$19.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00	\$19.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00	\$20.00
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00	\$21.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$23.00	\$23.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$27.00	\$27.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$38.00	\$38.00
<b>Pipe Cleaning and Sediment Removal (Specialty Cleaning)</b>					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00	\$10.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$15.00	\$15.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$30.00	\$30.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00	\$40.00



**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$70.00	\$70.00
<b>Open Cut / Headwall Repairs &amp; Other Services</b>					
96	Construction Foreman	Hour	1	\$55.00	\$55.00
97	Equipment Operator	Hour	1	\$150.00	\$150.00
98	Laborer	Hour	1	\$35.00	\$35.00
99	Pipe Layer	Hour	1	\$37.00	\$37.00
100	Welding (Above & Below Water)	Hour	1	\$75.00	\$75.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00	\$450.00
102	Crane 100 Ton & Below	Hour	1	\$80.00	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$60.00	\$60.00
105	Wheel Loader	Hour	1	\$40.00	\$40.00
106	Backhoe Loader	Hour	1	\$30.00	\$30.00
107	Bulldozer	Hour	1	\$15.00	\$15.00
108	Double Drum Compactor	Hour	1	\$15.00	\$15.00
109	Vibratory Plate Compactor Hr.	Hour	1	\$15.00	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00	\$30.00
111	De-Watering	Hour	1	\$85.00	\$85.00
112	Asphalt Pavement Replacement	Tons	1	\$170.00	\$170.00
113	Lime Rock	Tons	1	\$50.00	\$50.00
114	Dirt	Tons	1	\$25.00	\$25.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00	\$25.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00	\$30.00
117	Mitered Ends	Sq. Ft.	1	\$45.00	\$45.00

**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
118	Pressure Grout Injection	Joints	1	\$225.00	\$225.00
119	Bahia Sod	Sq. Ft.	1	\$1.30	\$1.30
120	Floratan Sod	Sq. Ft.	1	\$1.50	\$1.50
121	Rip Rap Rubble 6" - 12"	Tons	1	\$75.00	\$75.00
122	Rip Rap Bag (80 lb. Bags)	Each	1	\$12.00	\$12.00
123	Concrete Pillow Blanket slope protection	Square Yard	1	\$55.00	\$55.00
124	Silt Screen Installation & Removal per 100 ft.	Each	1	\$400.00	\$400.00
125	Mobilization Fee	Each	1	\$300.00	\$300.00
	Material Mark Up %				
	-Cost Plus Percentage may not exceed 10%.				
126	-A percentage of 0 or net cost is acceptable.	%	1	10	\$10.00
<b>GRAND TOTAL:</b>					<b>\$13,334.30</b>



**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

**PRICE PROPOSAL FORM (ATTACHMENT E)  
Broward College RFP-2018-167-EH  
Storm Drain Cleaning, Repairs and Maintenance**



**PRICE PROPOSAL FORM (ATTACHMENT E)**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF OKEECHOBEE  
AND MORRIS DEPEW ASSOCIATES**

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**THE PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the “City”), and MORRIS DEPEW ASSOCIATES, a Florida Corporation, whose address is 2914 Cleveland Avenue, Fort Myers, FL 33901 (hereinafter, the “Consultant”).

**WHEREAS**, the Consultant will perform services on behalf of the City, all as further set forth in the Proposal for Professional Services, attached hereto as Exhibit “A” (the “Services”); and

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

**1. Scope of Services.**

1.1 Consultant shall provide the Services set forth in the Proposal for Professional Services attached hereto as Exhibit “A” and incorporated herein by reference.

1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

1.3 Consultant shall provide a minimum of forty (40) hours of work a month, which shall include but not be limited to: review of applications, preparation of staff reports, monthly Zoom meetings, availability by telephone, presence at Council, Technical Review Committee, Planning Board, Board of Adjustment, and Design Review Board meetings and assistance to management and staff with planning requirements.

**2. Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. The City shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, upon the same terms and conditions, and upon written notice to Consultant at least 30 days prior to expiration of the term.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

**3. Compensation and Payment.**

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate lump sum fee or in accordance with the rate/fee schedule attached hereto as Exhibit "A."

3.2 Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the hours of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

**4. Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any Subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Administrator, which approval shall be granted or withheld in the City Administrator's sole and absolute discretion.

**5. City's Responsibilities.**

5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2 Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

**7. Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

**8. Termination.**

8.1 The City Administrator or Consultant, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the other party, or immediately with cause.

8.2 Upon receipt of the written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Administrator.

8.3 In the event of termination, the Consultant shall be paid for all work accepted by the City Administrator up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

9.1 Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and

Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute

to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5 In accordance with Section 558.0035, Florida Statutes, the following provision applies:

**UNDER NO CIRCUMSTANCES MAY AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.**

9.6 The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of any design professional and other persons employed or utilized by a design professional in the performance of the contract.

12.2 The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.**

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

For the City: City Administrator  
City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue, Room 201  
Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.  
City Attorney  
Nason Yeager Gerson Harris & Fumero, PA  
750 Park of Commerce Blvd., Suite 210  
Boca Raton, FL 33487

For the Consultant: M. William Morris, Jr., PE  
President  
Morris Depew Associates  
2914 Cleveland Ave  
Fort Myers, FL 33901

**14. Governing Laws.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**16. Ownership and Access to Records and Audits.**

16.1 The City acknowledges the Consultant's Deliverables indicated in Exhibit A as instruments of professional service. Nevertheless, the final Deliverables prepared under this Agreement shall become the property of the City upon completion of the work and payment in full of all monies due to the Consultant. The City shall not reuse or make any modification to any reports, plans, and/or specifications without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of Deliverables by the City or any person or entity that acquires or obtains the plans and specifications from or through the City without the written authorization of the Consultant.

16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

16.3 Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Administrator. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Unless otherwise indicated by either Party, Portable Document Format (PDF) will be deemed to meet this requirement for compatibility. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Lane Earnest Gamiotea, CMC  
**Mailing address:** 55 SE 3<sup>rd</sup> Avenue, Room 100  
Okeechobee, FL 34974  
**Telephone number:** 863-763-3372  
**Email:** [lgamiotea@cityofokeechobee.com](mailto:lgamiotea@cityofokeechobee.com)

**17. Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.



**21. Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

**22. Survival of Provisions.**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Public Entity Crimes Affidavit.**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25. Compliance with Laws.**

25.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**26. Survival of Provisions.**

27.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**27. Prohibition of Contingency Fees.**

28.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**28. Public Entity Crimes Affidavit.**

29.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**29. Counterparts.**

30.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument. IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONSULTANT:**

Morris-Depew Associates, Inc.  
For Corporation

By: \_\_\_\_\_  
Name: M. William Morris, Jr., PE  
Title: President

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE CITY:**

**CITY OF OKEECHOBEE,**  
a Florida municipal  
corporation

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

Attest:

By: \_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Nason Yeager Gerson Harris & Fumero, P.A.  
City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

The scope of professional services to be provided by the Consultant includes all tasks listed in the City's RFQ No ADM 01-32-11-21, Section 1.3, Scope of Services, as follows:

Under the general supervision of the City Administrator and the General Services Coordinator, oversee the operations of the Planning and Zoning functions of the City. Perform professional planning work in connection with the responsibility to enforce all the provisions of the Land Development Regulations and other related codes.

1. Manage City-wide planning and urban design program consistent with City's goals and initiatives
2. Ensure high-quality resident and customer service, professional standards and quality controls.
3. Make recommendations regarding zoning changes that promote the City's development goals.
4. Interpret the Zoning Code and issue official interpretations.
5. Provide direction and guidance on all current planning projects/studies.
6. Reviews and comments on applications and petitions for completeness and prepares all staff reports for the Planning Board, Board of Adjustment, Technical Review Committee, City Council, Design Review Board, City/County Historic Preservation and related boards/committees.
7. Review business tax receipts applications, and oversee permitting of commercial, offices, apartments / condominiums, and single family residential, and accompanying auxiliary structures and uses for compliance with the City's Comprehensive Plan and Land Development Regulations.
8. Perform cursory reviews of applications for the public prior to submittal for Planning and Zoning.
9. Perform code and comprehensive plan updates and amendments as requested by the Planning Board, City Administrator, and/or City Council.
10. Implement policy and procedures to improve the department's efficiency
11. Coordinate, develop and interpret the City's Comprehensive Plan and Land Development Regulations.
12. Coordinate current planning activities, including plan review of development projects.
13. Provide direction regarding zoning interpretations and procedures.
14. Review and disseminate information pertaining to legislation adopted by the State of Florida affecting the City's comprehensive plan and land development regulations.
15. Perform planning studies, including preparation of city ordinances, project outlines, selection of data sources, designing reports on capital improvements, zoning changes, historic preservation issues, and business district project planning.
16. Review, update and create forms as required Appendices A and B in the City's Code of Ordinances and/or listed in Land Development Regulations.
17. Assist in creating maps, reports, statistical compilations and other materials necessary to the planning process.
18. Attend City Council meetings, Technical Review Committee meetings, Planning Board meetings, Board of Adjustment meetings, and other related meetings as requested.
19. Acts as liaison between City, Central Florida Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies who may interact with Okeechobee for the various programs within the Department.
20. Manage any consultants hired to implement or assist with any job functions within this description.
21. Meet with residents, developers, architects, landowners, and the general public as needed.
22. Prepare and submit Evaluation and Appraisal Report, Update to the Capital Improvement Element of the Comprehensive Plan, and the Water Supply Facilities Work Plan as required.
23. Performs other duties as assigned or directed by the City Administrator and/or the City Council.

These essential job functions are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required. The City may authorize the Consultant to provide services that have not been included in Scope of Services. The Consultant will be compensated for these services in accordance with the attached Fee Schedule

**Professional Fees**

All fees for professional services are based on the standard hourly rates as provided in the Hourly Rates table below.

<b>HOURLY RATES SCHEDULE</b>			
<b>Engineering, Planning, Surveying, and Landscape Architecture Personnel</b>	<b>Standard Rate per Hour</b>	<b>Rate per Hour with 7% Discount</b>	<b>Rate per Hour with 4% Discount</b>
Principal/Department Director	\$225	\$209	\$216
Senior Engineer/Planner/Surveyor/Landscape Architect	\$176	\$164	\$169
Professional Engineer/ Certified Planner/Professional Surveyor/Registered Landscape Architect	\$150	\$140	\$144
Engineer/Surveyor/Planner/Landscape Designer	\$130	\$120	\$125
Senior Engineering/Planning/Surveying/Landscape Design Technician	\$125	\$116	\$120
Assistant Planner/Landscape Designer/Permitting Coordinator	\$95	\$88	\$91
Engineering/Planning/Surveying/Landscape Design Technician	\$100	\$93	\$96
Survey GPS Field Crew (1-Person)	\$120	\$112	\$115
Survey GPS Field Crew (2-Person)	\$145	\$135	\$139
Survey GPS Field Crew (3-Person)	\$175	\$163	\$168
Technical Assistant	\$80	\$74	\$77

The City agrees to pay the consultant a minimum flat rate each month and in exchange, the Consultant will provide the City a minimum of 40 hours of work each month for a fixed rate according to the monthly cost breakdown and discount schedule provided below. All work tasks performed prior to execution of this agreement, with authorization from the City, shall be billed according to the 7% discount hourly rate schedule above.

<b>Consultant Projected Monthly Tasks</b>	<b>Projected Monthly Hours</b>	<b>Cost</b>
<b>Department Director</b>		\$225/hr
Consultation and response to inquiries from staff and others; Finalization of reports/reviews/memos; In-person attendance at one (1) Planning Board meeting, one (1) Board of Adjustment meeting, and one (1) Planning Workshop (all three meetings to be conducted consecutively); Zoom attendance at one (1) Technical Review Committee meeting; Zoom Attendance at one (1) Council meeting	13	\$2,925
<b>Senior Staff</b>		\$130/hr
LDC revisions; Planning workshop materials preparation; Map and exhibit preparation; Consultation and response to inquiries from staff and others; Staff report preparation	6	\$780
<b>Other Staff</b>		\$95/hr
Initial application and plan review; Staff report preparation; Map and exhibit preparation; Research and document review	21	\$1,995
<b>Total</b>	<b>40</b>	<b>5,700</b>

Discount and Overage Hours Payment Schedule

1. First year discount: A 7% discount will apply for first year of agreement. Based on above breakdown of projected hours, 40 hours each month will be billed at a flat rate of \$5,300. Any hours billed within the same month after the first 40 hours will be billed according to the 7% discount hourly rate schedule above.
2. Second year discount: A 4% discount will apply for the second year of agreement. Based on above breakdown of projected hours, 40 hours each month will be billed at a flat rate of \$5,470. Any hours billed within the same month after the first 40 hours will be billed according to the 4% discount hourly rate schedule above.
3. Standard rates applied beginning in third year of agreement: After two years, fees will be based on actual rate schedule. Based on above breakdown of projected hours, 40 hours each month will be billed at a flat rate of \$5,700. Any hours billed within the same month after the first 40 hours will be billed according to the standard hourly rate schedule above.

Reimbursable Expenses:

The City will reimburse the Consultant for long distance phone calls, postage, freight, shipping, maps, deeds, photography, printing, out-of-town travel, and similar expenses at actual cost times a multiplier of 1.20. Costs for professional associates, consultants, testing laboratory fees, and similar expenses will be reimbursed by City at actual cost times a multiplier of 1.20. Permit application fees, review fees, and similar expenses are the responsibility of the City; however, at the request of the City, the Consultant may pay such fees and will be reimbursed at actual cost times a multiplier of 1.20.

**Supplementary Conditions**

Applicable Laws and Venue: The parties agree that this agreement will be controlled by the laws of the State of Florida and that any controversy or claim arising out of, or relating to this agreement, or the breach thereof, or regarding the failure or refusal to perform the whole or any part of this agreement, shall be settled in a state court of appropriate jurisdiction located in Lee County, Florida.

Dispute Resolution: Prior to the filing of any litigation by any parties to this agreement against the other parties of this agreement (and, except as described below, as a precondition to any such filing), the parties shall engage in pre-suit mediation. Such mediation may be requested by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Court of Lee County Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such a mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. The mediation contemplated hereunder shall be conducted, unless otherwise agreed by the parties, in Lee County, Florida. The parties shall bear the mediator's fee and any filing fees associated with the mediation equally.