



**CITY OF OKEECHOBEE
CITY COUNCIL
JUNE 1, 2021
LIST OF EXHIBITS**

Draft Minutes

May 18, 2021 Regular Minutes

Exhibit 1

Addendum to existing OUA Interlocal Agreement

Exhibit 2

Temporary Street Closing, NW 3rd Avenue

Exhibit 3

City Administrator Employment Agreement

Exhibit 4

Charter Review Advisory Committee Appointments

Exhibit 5

City Liaison Appointments



CITY OF OKEECHOBEE, FLORIDA
MAY 18, 2021, REGULAR CITY COUNCIL
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 Tuesday, May 18, 2021, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Reverend Jack Washington of the New St Stephens AME Church, followed by the Pledge of Allegiance led by Council Member Abney.

II. ATTENDANCE

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Council Members Wes Abney, Monica Clark, Bob Jarriel, and Bobby Keefe.

III. AGENDA AND PUBLIC COMMENTS

- A.** Mayor Watford asked whether there were any agenda items to be added, deferred, or withdrawn; there were none.
- B.** Motion by Council Member Abney, seconded by Council Member Jarriel to approve the agenda as presented. **Motion Carried Unanimously.**
- C.** There was one comment card submitted by Mr. Gregg Maynard for public participation for any issues not on the agenda. He was asked to explain the historical significance of the HU-1 helicopter (Huey) on display in Veteran's Park. He did not feel qualified to answer the question, and asked local Vietnam Veteran Mr. Jim Pippin to respond. Mr. Pippin described the Huey as the lifeline to troops on the ground as its primary mission in Vietnam included general support, air assault, cargo transport, medical evacuation, search and rescue, and ground attack. However, elevating the Huey into an active stance would continue to preserve the memories Vietnam Veterans hold so dear. Mayor Watford suggested this information be provided to the Flagler Park Design Review Advisory Committee to be incorporated into the overall re-design of FLAGLER PARK, and thanked Mr. Pippin for his service.

IV. PRESENTATIONS AND PROCLAMATIONS

- A.** The Proclamation declaring the month of May 2021 as Mental Health Awareness Month will be mailed to Ms. Deb Pizzimenti and Ms. Lisa Rymer, as they were not able to attend the meeting.
- B.** Ms. Kelley Margerum was accompanied by her mother Mrs. Carol Coles, and presented with an engraved crystal mantel clock and a framed certificate which read "In recognition of your 15-years of service, hard work, and dedication to the City, its citizens, and your fellow employees from May 17, 2006 through May 17, 2021."
- C.** A custom framed shadow box plaque featuring a Key to the City was presented to Council Member Abney who was accompanied by his fiancé Nicole and her son. Mayor Watford read the Certificate into the record: "presented to John Wesley Abney, Jr. for outstanding leadership. Whereas, the City Council for the City of Okeechobee, Florida, filled a vacancy on August 7, 2018, by virtue of the provisions of Section 2-39 of the Code of Ordinances and appointed Mr. Abney as a City Council Member. His term of office was designated as August 21, 2018 to January 4, 2021 and until his successor is elected and qualified. Then, due to certain circumstances, his term was extended to June 1, 2021; and Whereas, during his term in office, Council Member Abney served as a Liaison for the City of Okeechobee to the Treasure Coast Council of Local Governments, the Treasure Coast Regional League of Cities, and the Okeechobee County Tourist Development Council, January 15, 2019 to June 1, 2021; and as an ex-officio member to the Citizens Charter Review Advisory Committee, October 20, 2020 to June 1, 2021. Now, Therefore, in appreciation of his service and outstanding leadership to our community, the City of Okeechobee proudly recognizes his contributions by honoring him with a Key to the City."

IV. PRESENTATIONS AND PROCLAMATIONS

ITEM C CONTINUED: The Mayor, fellow Council Members, and former Council Member Gary Ritter offered words of admiration for the expertise Mr. Abney provided during his term in office.

V. CONSENT AGENDA

Motion by Council Member Clark, seconded by Council Member Jarriel to approve consent agenda item A, April 20, 2021 regular meeting minutes; item B, April 2021 Warrant Register [in the amounts: General Fund \$511,473.50, Public Facilities Improvement Fund \$33,984.54, Capital Improvement Projects Fund \$21,500.48, Appropriations Grant Fund \$63,473.67, and Law Enforcement Special Fund \$75.00]; and item C, payment of \$17,648.74 for the cost of conducting the Special City Election to the Okeechobee County Supervisor of Elections [as provided in Exhibit 1]. **Motion Carried Unanimously.**

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:26 P.M.

A. Motion by Council Member Abney, seconded by Council Member Clark to read proposed Ordinance No. 1222 by title only, amending Code Enforcement procedures and administrative fee. **Motion Carried Unanimously.**

City Attorney Fumero read proposed Ordinance No. 1222 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES; AUTHORIZING THE CODE ENFORCEMENT MAGISTRATE TO CONSIDER FINE REDUCTIONS; INCREASING ADMINISTRATIVE FEES AS PROVIDED IN THE ORDINANCE; AMENDING OTHER REVISIONS TO REFLECT THE USE OF A MAGISTRATE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE." The title originally included "authorizing the City Attorney to institute foreclosure proceedings as approved in the Ordinance" but was not read as the Council made it clear in previous discussions this language would be removed at the final Hearing.

Motion by Council Member Clark, seconded by Council Member Jarriel to adopt proposed Ordinance No. 1222 [as provided in Exhibit 2] including the deletion of the third "Whereas" clause. Attorney Fumero briefly explained the changes noted throughout the document were based on Council consensus at the first reading on March 2, 2021, and the second reading held April 6, 2021, as well as the additional presentations by Assistant Attorney Kowalsky on March 16, 2021. There were no public comments offered. **Motion Carried Unanimously.**

Distributed at the meeting and incorporated in the minute file was a copy of Table 3 Code Violations and Fees, within Appendix G of the Code of Ordinances. Changes to both Chapter 18 and Table 3 will be forthcoming. Mayor Watford instructed Clerk Gamiotea to ensure Mr. Abney was notified when these items are on future agendas.

B. Motion by Council Member Keefe, seconded by Council Member Jarriel to read proposed Ordinance No. 1223 by title only, regarding Land Development Regulations (LDR) Text Amendment No. 21-001-TA. **Motion Carried Unanimously.**

City Attorney Fumero read proposed Ordinance No. 1223 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING CHAPTER 90 OF THE LDR OF THE CITY OF OKEECHOBEE; AMENDING SECTION 90-483, REVISING THE PROVISIONS FOR PARKING REDUCTION REQUESTS; AMENDING SECTION 90-484, REVISING THE PROVISIONS FOR REQUESTING APPROVAL FOR UNPAVED PARKING; DELETING SECTION 90-485, MOVING LIMITATIONS FOR PARKING REDUCTION APPROVALS TO SECTION 90-483; AMENDING APPENDIX A OF THE LDR ADDING FORM 21, PARKING REDUCTION PETITION; AMENDING APPENDIX C OF THE LDR ADDING AN APPLICATION FEE FOR PARKING REDUCTION PETITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

VI. PUBLIC HEARING CONTINUED

ITEM B CONTINUED: Motion by Council Member Abney, seconded by Council Member Clark to adopt proposed Ordinance No. 1223 [as provided in Exhibit 3 including the correction noted below by Planner Smith]. Mr. Ben Smith, City Planner with LaRue Planning and Management gave a brief overview of the discussion from the first reading held April 20, 2021. A minor correction was noted to remove the words "Modification of parking and loading space requirements shall be as follows:" in Section Two. It will now read "Sec. 90-483. - Modification of parking and loading space requirements" and then continues with the underlined words "Parking reduction requests to provide less parking and/or loading spaces than is required by Sections 90-512 and 90-513 may be submitted, reviewed, and approved by the Technical Review Committee as follows:" continuing further with new items one through eight. There were no public comments offered. **Motion Carried Unanimously.**

- C. Motion by Council Member Clark, seconded by Council Member Abney to read proposed Ordinance No. 1224 by title only, regarding LDR Text Amendment No. 21-002-TA. **Motion Carried Unanimously.**

City Attorney Fumero read proposed Ordinance No. 1224 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; ADOPTING THE HOLDING REZONING PROGRAM, PROVIDING INCENTIVES FOR OWNERS OF PROPERTIES ZONED HOLDING TO REZONE TO OTHER ZONING DISTRICTS SUPPORTED BY THE LDR, REDUCING THE APPLICATION FEES AND APPLICATION SUBMITTAL REQUIREMENTS; AMENDING APPENDIX A OF THE LDR ADDING FORM 22, HOLDING ZONING DISTRICT BOUNDARY CHANGE PETITION; AMENDING APPENDIX C OF THE LDR ADDING AN APPLICATION FEE FOR REZONING PROPERTY ZONED HOLDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

Motion by Council Member Abney, seconded by Council Member Clark to adopt proposed Ordinance No. 1224 [as provided in Exhibit 4]. There were no public comments offered. Motion by Council Member Clark, seconded by Council Member Abney to amend proposed Ordinance No. 1224 by adding a sunset clause of one-year. **Motion to Amend Carried Unanimously. Vote on Motion as Amended Carried Unanimously.**

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 7:08 PM.

VII. NEW BUSINESS

- A. Motion by Council Member Jarriel, seconded by Council Member Keefe to read proposed Resolution No. 2021-01 title only, accepting the May 4, 2021 Special City Election results for one City Council Member. **Motion Carried Unanimously.**

City Attorney Fumero read proposed Resolution No. 2021-01 by title only as follows: "A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ACCEPTING THE OFFICIAL RESULTS FOR THE 2021 SPECIAL CITY ELECTION; PROVIDING FOR TERMS OF OFFICE TO BE HELD BY NOEL A. CHANDLER, AS AN ELECTED CITY COUNCIL MEMBER; PROVIDING FOR THE CITY CLERK TO ISSUE A CERTIFICATE OF ELECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."

Motion by Council Member Clark, seconded by Council Member Keefe to adopt proposed Resolution No. 2021-01 [as presented in Exhibit 5, of which the certification provided there were 3,125 registered voters with only an 11.78 percent voter participation. The statement of votes cast was: Noel A. Chandler, 65 Votes by Precinct, 67 Votes by Mail, 132 Votes Total; Lisa Feltenberger, 55 Votes by Precinct, 21 Votes by Mail, 76 Votes Total; Beth W. Lehman, 54 Votes by Precinct, 35 Votes by Mail, 89 Votes Total; David R. McAuley 34 Votes by Precinct, 37 Votes by Mail, 71 Votes Total]. **Motion Carried Unanimously.**

VII. NEW BUSINESS CONTINUED

- B.** Motion by Council Member Clark, seconded by Council Member Keefe to approve the [Code Enforcement Special Magistrate] recommended fine reduction [to 50-percent of the accumulated fines of \$4,925.00] including administrative costs and allow Staff to provide a payment plan for Code Enforcement Case No. 200110013, Gregory and Sharon Williams, 501 Northwest 16th Street [legal description: Lot 26 and the East one-half of Lot 25 of Block 52, CONNERS HIGHLANDS, Plat Book 1, Page 21, public records of Okeechobee County, Florida, as provided in Exhibit 6]. **Motion Carried Unanimously.**
- C.** Motion by Council Member Keefe, seconded by Council Member Abney to approve an Addendum to the existing Agreement for Information Technology with ICS Computers, Inc. [RFQ No. FIN 01-32-03-19, as provided in Exhibit 7] **Motion Carried Unanimously.**
- D.** Motion by Council Member Clark, seconded by Council Member Jarriel to accept the resignation letter and proposed settlement agreement and complete release [by City Administrator Marcos MontesDeOca as provided in Exhibit 8 of which a portion was distributed at the meeting and incorporated in the minute file]. **Motion Carried Unanimously.**

Attorney Fumero clarified the resignation effective date is June 18, 2021, and offered this would be the appropriate time for Council to discuss a possible interim or give additional direction as Administrator MontesDeOca will be on annual leave June 14 through 18, 2021. Motion by Council Member Jarriel, seconded by Council Member Clark to nominate Gary Ritter as Interim City Administrator and authorize Attorney Fumero to negotiate a contract with a salary figure of \$85,000.00 to \$95,000.00. Mr. Ritter conveyed his acceptance of the nomination. **Motion Carried Unanimously.**

- E.** Motion by Council Member Abney, seconded by Council Member Keefe to approve Amendment No. 1 to the Interlocal Agreement between Okeechobee County and City of Okeechobee for Fire Services originally executed on December 18, 2020 [as provided in Exhibit 9. This postpones the effective date from June 1 to August 2, 2021 providing firefighters the opportunity to obtain their paramedic certification by June 15, 2021. Chief Smith distributed a spreadsheet summarizing the testing phases of the Firefighters enrolled in the paramedic certification program. A copy has been incorporated in the minute file]. **Motion Carried Unanimously.**

VIII. CITY ATTORNEY UPDATE

Attorney Fumero provided a brief update on the progress of a proposed demolition ordinance, and nuisance abatement ordinance; status of code enforcement cases recently settled, sold at a sheriff's auction, and up for foreclosure sale. Together with Mayor Watford, an update was given on the status of the Lake Okeechobee System Operating Manual (LOSOM).

IX. CITY ADMINISTRATOR UPDATE

Administrator MontesDeOca provided an update on the Primitive Baptist Church as the City recently purchased the 2020 Tax Certificate and will begin the process of tax sale on the prior year Certificates. There has been no business engagement on the commercial landscape program to date.

X. COUNCIL COMMENTS

Council Member Abney conveyed his appreciation to everyone for their assistance to him while serving on the Council; this is his last official meeting. Council Member Jarriel expressed his enjoyment of working with Administrator MontesDeOca, and asked the citizens to continue to engage with City Staff and the Council not only during Town Hall meetings but at each Council meeting. Council Member Clark welcomed Council Member-Elect Chandler who will take his Oath on June 1, 2021. Mayor Watford offered his sincere appreciation to the City Staff for the support and condolences he received for his mother's passing. He added that he accepts Administrator MontesDeOca's resignation with regret.

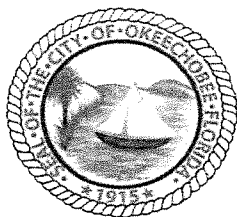
XI. Mayor Watford adjourned the meeting at 7:46 P.M.

Submitted By:

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

(863) 763-3372 Ext. 9812 FAX (863) 763-1686
EMAIL: rbrock@cityofokeechobee.com

CITY COUNCIL AGENDA ITEM REQUEST FORM

PLEASE SUBMIT COMPLETED FORM TO:

CITY ADMINISTRATOR
55 SE 3RD AVENUE, ROOM 201
OKEECHOBEE, FLORIDA 34974

ATTN: Robin Brock, Executive Assistant

NAME: JOHN CREGSMAN Board Chairman O.U.A.
ADDRESS: 100 SW 5th Ave Okeechobee FL 34974

TELEPHONE: 561-723-6465 Email: John-Cregsmen@yahoo.com

MEETING: REGULAR SPECIAL WORKSHOP DATE: _____

Please state the item you wish to have placed on the agenda:

Article 4.9 of the Interlocal Agreement between the City of Okeechobee and St. Lucie County

Please state what department(s) you have worked with:

Mayor - Watford

Please state desired action by the City Council: Delete Article 4.9 of the Interlocal Agreement

Please summarize pertinent information concerning your request and attach applicable documents: O.U.A. Board of Directors Request to County City to Amend the Interlocal Agreement

If a presentation is to be made, please limit the time to ten minutes unless otherwise approved by the Mayor.

SIGNED BY: [Signature]

DATE: May 20, 2021

4.8. The alternates appointed in accordance with the foregoing shall serve a term of two (2) years in duration, or until such time as such alternate's replacement has been appointed. In the event an alternate resigns, or is unable to continue to serve, the balance of the term of that alternate shall be filled in the same manner as provided in Section 4.2, 4.3 or 4.4 above, as applicable.

4.9. Authority Board members shall serve without compensation, but shall be reimbursed for per diem and travel expenses as provided in Section 112.061, Florida Statutes.

4.10. Except as provided in Section 4.4 above, all decisions of the Authority Board shall require a four-fifths majority vote of the entire Board membership.

4.11. The Authority Board shall elect the following officers, who shall perform the following functions:

a. A chairman, who shall preside at meetings of the Authority Board; sign as authorized by the Authority Board any contracts or other instruments which are deemed to be in the best interest of the Authority; and perform such other duties incident to the office as may be prescribed by the Authority Board.

b. A vice chairman, who shall act in the chairman's absence; and shall perform such other functions as the Authority Board may delegate from time to time.

c. All officers shall be elected for a term of one year. If any officer shall cease to be a member of the

From: twells@okeetaxcollector.com <twells@okeetaxcollector.com>
Sent: Tuesday, May 25, 2021 3:22 PM
To: Marcos Montes De Oca <mmontesdeoca@cityofokeechobee.com>
Subject: NW 3rd Ave Closure

Hello Marcos,

We would like to see about getting NW 3rd Ave closed during the week when we are administering our Road Test to our customers.

It is located between NW 4th ST & NW 5th ST.

If you need anything further, Please do not hesitate to call me.

Thank you.

Terry Wells, C.F.C.A
Assistant Tax Collector
Okeechobee County Tax Collector's Office
409 NW 2nd Ave. Ste A
Okeechobee, FL 34972
twells@okeetaxcollector.com
okeechobeecountytaxcollector.com
863-763-3421 x4150
863-763-2426 fax



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CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372
www.cityofokeechobee.com

MEMORANDUM

TO: Mayor Watford and City Council

FROM: John J. Fumero, City Attorney

SUBJECT: City Administrator Employment Agreement

DATE: May 25, 2021

Attached for City Council review and consideration is the proposed Employment Agreement for the City Administrator. The agreement will be presented at the next City Council meeting on June 1, 2021. This agreement is significantly different from the existing City Administrator employment agreement. Among other things, this agreement requires the City Administrator to develop a 5-year strategic plan, based on City Council input and direction. The agreement contemplates a starting salary of \$93,000 per year. Mr. Ritter's first day of employment will be June 21, 2021.

The agreement specifies that for the initial 3 months of his employment, Mr. Ritter will serve as Interim City Administrator. This 3-month period essentially serves as a probationary period. If the City Council takes no action to the contrary within the 3-month probationary period, Mr. Ritter will become the City Administrator.

**CITY OF OKEECHOBEE
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as “**Agreement**”), is by and between the **City** of Okeechobee, Florida, a subdivision of the State of Florida (hereinafter referred to as “**City**”), and Gary Ritter (hereinafter referred to by name or as “**City Administrator**” or “**Administrator**”).

WITNESSETH:

WHEREAS, the **City** desires to employ Gary Ritter as the Interim **City Administrator** of the **City**, and following a three (3) month probationary period shall thereafter determine whether to have Gary Ritter serve as the **City Administrator**; and

WHEREAS, the **City**, through its **City Council** (“**Council**”), desires to provide for certain benefits and compensation for the **Administrator** and to establish conditions of employment applicable to the **Administrator**; and

WHEREAS, Gary Ritter desires to accept employment as **Administrator** under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this **Agreement**, the parties agree as follows:

Section 1. Employment.

- A. The **City** hereby hires and appoints Gary Ritter under the terms and conditions established herein, to perform the duties and functions specified in the **City's** Charter, the **City** Code of Ordinances, and the **City Administrator** Job Description, which is attached and incorporated herein as Exhibit A, and to perform such other legally permissible and proper duties and functions as the **Council** shall from time-to-time assign.

The **City's** employment of Gary Ritter as Interim **City Administrator** shall be effective June 21, 2021 and continue for a probationary period not to exceed three (3) months. At the conclusion of the initial three-month probationary period, unless **Council** takes action to the contrary, Gary Ritter shall become the **City Administrator**. Beginning on June 21, 2022, there shall be two (2) options each for two (2) year automatic renewals of the **Agreement**. In the event the **Council** decides not to renew the **Agreement**, by not exercising the renewal options, there shall be no severance pay made except for accumulated annual and sick leave in accordance with **City** employee policy and procedures.

Section 2. Salary and Evaluation.

- A. For the performance of services pursuant to the **Agreement**, the **City** agrees to pay the **Administrator** an annual base salary of \$93,000, payable in installments at the same time as other **City** employees are paid.
- B. After the first year of the **Agreement**, should the general **City** staff receive a cost-of-living increase, the **Administrator** will receive the same increase at the same time as the **City** staff.
- C. Direction and Performance:
 - 1. Strategic 5 Year Plan: Within sixty (60) days of the commencement date of this **Agreement**, the **Council** and the **Administrator** shall meet individually to discuss a five (5) year **City** strategic Plan (“**Plan**”) of progress outlining the **Council’s** desired priorities and desired outcomes for the **City** over the following five (5) years. The **Plan** will include strategies the **Council** and the **Administrator** believe to be needed to accomplish the successful implementation of the **Plan**. Based upon the input of the individual **Council** Members, and other community leaders and organizations, the **Administrator** shall prepare the **Plan** for review and comment by the **Council**. Inclusive of the **Council’s** desired changes to the draft **Plan**, the **Administrator** shall prepare the **Plan** for final adoption by the **Council**.
 - 2. Plan Performance: Not less than thirty (30) days prior to the one (1) year anniversary date of the **Administrator**, the **Administrator** and **Council** members shall meet individually, and, in consideration of resources provided and matters outside the control of the **Administrator** and **Council**, discuss the **City’s** progress in accomplishing the desired outcomes contained in the **Plan**, suggestions for improving the **Plan**, the **Administrator’s** performance in accomplishing the **Plan**, and how the **Council** can assist the **Administrator** in accomplishing the **Plan**. Following the individual meetings with the **Council** members, the **Administrator** will provide the **Council** with a draft progress report inclusive of the **Administrator’s** and **Council** Members’ comments and suggestions. Following the **Council’s** review of the draft **Plan**, the **Administrator** shall prepare the final progress report to the **Council** for adoption along with any compensation adjustments the **Administrator** may desire to request of the **Council**.
- D. Annual Performance Evaluation. The **City** may also increase said base salary and/or other benefits of the **Administrator** in such amounts and to such an extent as the **Council** may determine desirable on the basis of an annual performance evaluation of the **Administrator**. The form of the evaluation shall be suggested by the **Administrator** and approved by the **Council**. Unless deemed otherwise by **Council**, the **Administrator’s** annual performance review shall occur in July to August timeframe on an annual basis. The **Council**, in its sole discretion, upon an unsatisfactory **Administrator** evaluation, may extend to

the **Administrator** a period of sixty (60) days to improve their performance prior to terminating this **Agreement** for cause. Furthermore, the **Council's** failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this **Agreement**.

- E. Nothing in this Section shall require the **City** to increase the base salary or other benefits of the **Administrator**. Furthermore, the **City's** failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this **Agreement**.
- F. The **Administrator** is entitled to participate in such General Employee Pension Plan as may be in effect within the **City** or as amended. Alternatively, the **Administrator** may elect to seek to join a deferred compensation plan, such as the International **City** Management Association Retirement Corporation Plan, which satisfies Federal Internal Revenue Service deferred compensation plan requirements. If the **Administrator** desires to join such a deferred compensation plan or other qualifying plan, upon reasonable right of review and approval by the **City** which shall not unreasonably be withheld, the **City** shall pay into such plan the same amount or percentage as the **City** would pay into the **Administrator's** General Employee Pension Plan by payment of such amount into a deferred compensation plan, this negates the **City's** responsibility to pay into the General Employee Pension Plan.

Section 3. City Administrator's Duties and Obligations.

- A. The **Administrator** shall have the duties, responsibilities, and powers of said office under the Charter, Ordinances of the **City**, and as outlined in the **City Administrator** job description. The **Administrator** agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- B. The **Administrator** shall remain in the exclusive employ of the **City** and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties under this **Agreement**. The **Administrator** shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.
- C. The **Administrator** agrees and understands they are to attend all **Council** Meetings and Workshops, preside as Chair over the Technical Review Committee meetings, and attend Planning Board/Board of Adjustment/Design Review Committee meetings (as necessity requires), as well as other advisory committees that are appointed by the **Council** from time-to-time.

Section 4. Automobile Allowance and Communications Equipment

The **Administrator** is required to be on call for twenty-four-hour service. In recognition thereof:

- A. The **City** shall grant to the **Administrator** the use of a **City** vehicle for the discharge of his responsibilities to the **City**. For the conduct of any **City** business using **Administrator's** personal vehicle, if and when that may occur, the **Administrator** shall be reimbursed for related automobile costs/expenses at the established Florida Statute mileage rate in accordance with **City** employee travel policy.
- B. The **City** shall provide the **Administrator** with a cell phone for business related uses. In the alternative, the **City** may provide the **Administrator** with a cellular phone allowance of \$50.00 per month to compensate them for the business use on their personal cellular phone.

Section 5. Dues and Subscriptions

The **City** agrees to pay the **Administrator's** professional dues for membership in professional organizations related to their duties. The **City** shall pay other dues and subscriptions on behalf of the **Administrator** as are approved in the **City's** annual budget or as may be authorized separately by the **Council** from time to time.

Section 6. Professional Development

The **City** agrees to pay reasonable and customary travel and subsistence expenses pursuant to the **City's** travel policy for the **Administrator's** travel to and attendance at the professional development conferences. The **Council** may elect to pay for the **Administrator's** attendance at seminars, conferences, and committee meetings, and professional development activities, as it deems appropriate.

Section 7. Residency.

The **Administrator** shall reside within the corporate limits of Okeechobee County.

Section 8. Accrued Leave.

The **Administrator** shall be entitled to 96-hours of annual leave and 96-hours of sick leave during each year of the term of this contract. The annual and sick leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of sick leave that may carry forward. Upon separation of employment, **Administrator** shall be paid for up to 300 hours of unused accrued annual leave.

Section 9. Holidays.

The **Administrator** is entitled to the same paid holidays, and other paid time off, as the **City** staff.

Section 10. Benefits.

The **City** shall pay 100 percent of the **Administrator's** health insurance coverage and \$150.00 per month towards spouse's health insurance coverage in accordance with applicable **City** personnel policies. The **Administrator** shall also receive any other employee benefits, including but not limited to life, long term health, and disability insurance coverage, and the like, that are available to **City** management staff and/or general **City** staff.

Section 11. Termination by the City Council and Severance Pay.

- A. The **Administrator** shall serve at the pleasure of the **Council**, and the **Council** may terminate this **Agreement** and the **Administrator's** employment with the **City** at any time, for any reason, or for no reason.
- B. Should a majority of the entire **Council** (three members) vote to terminate the services of the **Administrator** "without cause", then within thirty (30) days following such vote, the **Council** shall cause the **Administrator** to be paid any accrued leave, unpaid salary, and benefits earned (including accrued sick and annual leave hours) up to and including the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the **Administrator's** employment, the **Council** shall cause the **Administrator** to be paid a lump sum severance pay equal to two (2) months of his base salary as full and complete payment and satisfaction of any claims of the **Administrator** of whatsoever nature arising out of this **Agreement** or otherwise. As consideration for such payment, the **Administrator** shall, prior to receipt thereof, execute and deliver to the **City** a general release of the **City** and its **Council** Members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, with said release to be prepared and negotiated by the City Attorney.
- C. In the event the **Administrator** is terminated for "just cause", the **City**, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in this **Agreement**. For purposes of this **Agreement**, "just cause" is defined and limited for purposes of this **Agreement** to any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the **Administrator's** duties and responsibilities.
 - 2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 - 3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

4. Violation of any substantive **City** policy, rule, or regulation, which would subject any other **City** employee to termination.
5. The **Council** of any fraudulent act against the interest of the **City**.
6. The **Council** of any act which involves moral turpitude, or which causes the **City** disrepute.
7. Violation of the State of Florida Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

Section 12. Termination by the City Administrator

The **Administrator** may terminate this **Agreement** at any time by delivering to the **Council** a written notice of termination not less than sixty (60) days prior to the effective date of the termination. If the **Administrator** terminates this **Agreement**, then the provisions of Section 11 above, shall not apply. If the **Administrator** voluntarily resigns pursuant to this Section, the **City** shall pay to the **Administrator** all accrued compensation due the **Administrator** up to the **Administrator's** final day of employment, including any accrued leave. The **City** shall have no further financial obligation to Employee pursuant to this **Agreement**. This section shall not prevent the **Administrator** from collecting any money earned as a result of participation in the **City's** deferred retirement or other similar Plan or program.

Section 13. Disability.

If the **Administrator** becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four consecutive weeks beyond any accrued leave, the **City** shall have the option to terminate this **Agreement**, subject to the severance pay provision outlined in Section 11, of this **Agreement**.

Section 14. Indemnification.

- A. **City** shall defend, save harmless, and indemnify the **Administrator** against any action for any injury or damage suffered as a result of any act, event, or omission of action that the **Administrator** reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The **City** will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The **City** may compromise and settle any such claim or suit, without consent or further involvement of the **Administrator**. The **City** shall not be liable for the acts or omissions of the **Administrator** committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or

property. Nothing herein shall be construed to be a waiver or extension of the sovereign immunity limitations of liability possessed by **City** by state or federal law.

- B. Said indemnification shall extend beyond the termination of employment and the expiration of this **Agreement** to provide protection for any such acts undertaken or committed in his capacity as **Administrator**, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the **City**.

Section 15. Code of Ethics.

The State of Florida "Code of Ethics", including Chapter 112, Florida Statutes, shall know missing you sent me the wrong govern the **Administrator's** conduct and actions as **Administrator** of the **City**. Additionally, the **Administrator** shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Bonding.

The **City** agrees to bear the full cost of any fidelity or other bonds required of the **Administrator** under any policy, regulation, ordinance, or law.

Section 17. Transparency.

- A. Open Door Policy: The **Administrator** shall maintain an open-door policy encouraging communication between the members of the **Council**, **City** employees, residents, property owners and other persons who have matters of interest related to the well-being of the **City**.
- B. Governmental Relations: The **Administrator** shall strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The **Administrator** and **Council** shall work cooperatively to keep each other and the community informed as to the status of plans, projects, and the operations of the **City**.
- D. Right to Speak: The **Administrator** shall have the right to address the **Council** orally and/or in writing in and all matters before the **Council** affecting those matters under his responsibility and/or his employment with the **City**.

Section 18. General Terms and Conditions.

- A. If any provision or any portion thereof, contained in this **Agreement** is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this **Agreement**, or portion thereof, shall not be affected and shall remain in full force and effect.

- B. The waiver by either party of a breach of any provision of this **Agreement** by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This **Agreement** contains the entire **Agreement** of the parties. It may not be changed verbally, but only by an **Agreement** in writing signed by the parties.
- D. Florida law shall govern this **Agreement** and any litigation that may arise from this **Agreement**, shall be filed, and litigated in Okeechobee County, Florida.
- E. Upon **Administrator's** death, the **City's** obligations under this **Agreement** shall terminate except for:
 - 1. Transfer of ownership of retirement or other similar funds, if any, to his designated beneficiaries; and
 - 2. Payment of accrued leave balances in accordance with this **Agreement**.
- E. This **Agreement** may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this **Agreement** shall be binding on either party until both parties have signed it.
- F. The effective date of this **Agreement** shall be the last date it is executed by either of the parties to this **Agreement**.

Executed by the City on this _____ day of _____, 2021.

CITY OF OKEECHOBEE

By: _____
Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

Executed by the Administrator on this _____ day of _____, 2021.

Gary Ritter

APPROVED AS TO LEGAL FORM:

John J. Fumero, City Attorney



CITY OF OKEECHOBEE

JOB DESCRIPTION

AN EQUAL OPPORTUNITY EMPLOYER

POSITION TITLE: CITY ADMINISTRATOR

Department:	Administration	Type:	Full-Time
Supervised by:	Mayor and Council	Starting Salary:	\$85,000.00 to \$95,000.00
Supervision Duties:		Opening Date:	
FLSA Status:	Exempt	Closing Date:	

The job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job. The duties and physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

NATURE OF WORK:

This position is appointed by the five-member legislative body, the Mayor and four City Council Members, to ensure adequate and efficient provision of services to the citizens in coordination with the City Attorney, City Clerk, and department heads to better protect the health, welfare, safety and quality of life of the residents. Serves as the Head of the Administration, General Services, and Finance Departments as well as the Purchasing Agent of the City, and Zoning Administrator with the assistance of a contracted planning consultant firm.

1. GENERAL DUTIES AND RESPONSIBILITIES AS ADMINISTRATOR

- a. Direct and supervise the administration of all departments, offices and agencies of the City, except the City Attorney, City Clerk's Office and as otherwise provided by law. The intent of this paragraph is to explain the City Administrator is to assist the department heads in the administration of their specific departments.
- b. Attend all City Council meetings with the right to take part in discussions, but not to vote.
- c. See that all laws and acts of the Council subject to enforcement by the Administrator or by officers subject to the Administrator's supervision are faithfully executed.
- d. Prepare and submit the annual budget, budget message, and capital outlay program, and supervise and administer all phases of the budgetary process with the assistance of the department heads and the City Clerk, who are responsible for their department's budget.
- e. Make such reports as the City Council may require concerning the operation of City departments, offices and agencies and organize and oversee the operation of said departments, offices, and agencies.
- f. Negotiate leases, contracts and other agreements including consultant services for the City subject to approval of the City Council and see that all terms and conditions of same are performed as required and notify the Council of any noted violation.
- g. Keep the Council fully advised as to the financial conditions and future needs of the City and make such recommendations to the Council concerning the affairs and operations of the City as deemed desirable.
- h. Prepares the City Council agenda.
- i. Perform such other duties as may be required by the Mayor and City Council.

2. GENERAL DUTIES AND RESPONSIBILITIES OF THE GENERAL SERVICES DEPARTMENT

The City Administrator serves as the head of this department, which is responsible for the administration and enforcement of the building code, land use regulations, licenses and permit regulations, business regulations, and other regulations not specifically delegated to any other department or officer of the City.

3. GENERAL DUTIES AND RESPONSIBILITIES OF THE FINANCE DEPARTMENT

The City Administrator serves as head of this department, which is responsible for the collection of all fees, licenses, monies due the City and shall be responsible for the establishment and maintenance of the general accounting system set up in accordance with the requirements of State Law.

4. GENERAL DUTIES AS THE PURCHASING AGENT

- a. Maintain high ethical standards among all employees in the transaction of purchasing business;
- b. Assure that the spirit and intent of purchasing policies, as expressed by the City Council, are fully satisfied;
- c. Assure administrative procedures for the proper implementation of municipal purchasing and borrowing;
- d. Assure that all purchases are of the highest possible quality at the lowest possible cost, consistent with budget and use restraints and limitations;
- e. Be watchful for transgression to purchasing policies and procedures and deal with responsible employees firmly;
- f. Declare vendors who default on their quotations or bids as irresponsible bidders;
- g. Record purchasing transactions accurately and report purchasing activities to the City Council as he/she deems necessary;
- h. Awards, executes, and approves contracts, quotes, purchases, and agreements under \$7,500.00;
- i. Approve and sign all purchase orders, which is required for purchases \$500.00 or over, and under \$7500.00;
- j. Presents contracts, quotes, purchases, and agreements over \$7500.00 to Mayor and Council for approval and execution;
- k. Ensure proper disposal of surplus property when submitted by departments.

5. MUNICIPAL PURCHASING AND BORROWING, FUNCTIONS OF THE CITY ADMINISTRATOR'S OFFICE

- a. Coordinate expected purchasing needs with budgetary considerations during budget preparation time each fiscal year;
- b. Review expected purchases to assure the availability of funds and that proper purchasing procedures are being observed;
- c. Receive quotations, proposals, and bids in the manner prescribed;
- d. Control expenditures through sound purchasing technique and the implementation of the provisions of the Municipal Borrowing and Purchasing Ordinance;
- e. Receive all sealed bids.

6. ESSENTIAL FUNCTIONS

A. Administrative

1. Plans, organizes, directs, controls, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the Administration, General Services and Finance Departments.
2. Frequently interacts with other officials from various local, state and federal regulatory agencies, including representatives of local community organizations.
3. Evaluates community needs and formulates short and long range plans to present to the City Council.
4. Prepares annual operating, maintenance, and capital improvement budgets; submits budget requests; controls adopted department budget. Performs financial and economic analysis necessary for effective program operation and fiscal management.
5. Develop, modernize and implement the City's Capital Improvements Projects, and other plans, studies, or programs in coordination with the department heads, City Clerk, City Attorney, Mayor and City Council.
6. Creates and directs the preparation of studies, plans and specifications, bidding, evaluates the competency of contractors and vendors, and specifies the selection criteria for responsible departments and other municipal contracts; and likewise assists department heads with their departmental projects regarding the same.
7. Controls department projects to ensure contractor compliance with time and budget parameters for the project; and likewise assists department heads with their departmental projects regarding the same.
8. Reviews private project development plans and permits to ensure adequacy of application and compliance with City codes, manuals, handbooks, regulations, the comprehensive plan, state statutes and other requirements within the scope of the department's responsibility and authority.
9. Performs periodic review and offers updates to City adopted codes, manuals, handbooks, regulations, the comprehensive plan, inventory lists and databases when necessary to ensure methodology and requirements are kept up to standards.

10. Responds to public or other inquiries relating to department policies and procedures in coordination with department heads, City Clerk, and City Attorney.
11. Maintains regular contact with and fosters constructive and productive working relationships with consultants, other municipalities, county, state and federal agencies, professional and technical groups and the general public in connection with departmental activities and services.
12. Monitors intergovernmental actions and takes action necessary to sustain and enhance the ability of the Administration, General Services, and Finance departments to meet the needs of the community; assists same for other department heads, City Clerk, and City Attorney.
13. Coordinates activities and provides assistance where required or requested with other City departments and/or governmental agencies, to ensure compliance with and achievement of the goals of the City.
14. Researches grant funding opportunities relative to appropriate authorized projects, writes funding applications, manages project and ensures proper expenditures made for projects.

B. Supervisory

1. Supervises departmental personnel within Administration, General Services, and Finance, either directly or through subordinates for the purpose of hiring, annual performance evaluation, recommending salary increases, transfer, promotion, and/or disciplinary action.
2. Issues written and oral instructions.
3. Determines departmental work priorities, approves work schedules, and examines work for exactness, neatness and conformance to policies and procedures.
4. Provides leadership and direction to department employees for the safe and efficient care of the City's facilities, inventory, equipment and infrastructures.
5. Establishes and organizes standards and procedures to improve efficiency and effectiveness of staff and operations.
6. Maintains harmony among workers and resolves grievances.

C. Management

1. Establishes and maintains effective working relationships, providing suggestions, advice and support to department employees, other City departments and residents.
2. Resolves complaints in a prompt and courteous manner, communicating professionally and effectively, both orally and in writing.
3. Exhibits behavior consistent with the values of the City through excellent customer service, creative problem solving, decision making and stewardship of City resources.
4. Works cooperatively and respectfully with municipal employees toward the common goal of providing high quality services.
5. Provides public information on projects in coordination with the Mayor, City Council, City Clerk and department heads.
6. Ensures the City Safety Policy is implemented and practiced assuring the safety of employees and the general public; provides updates and recommends changes to policy as necessary to Public Risk Manager; serves as a member of the City Safety Committee.
7. Ensures the City Drug Free Workplace Policy is implemented and practiced assuring the policy and practices are carried out; provides updates and recommends changes to policy as necessary to the City Council for adoption.
8. Responsible for maintaining all departmental documents and records; coordinating with the City Clerk's Office for appropriate records management under the State of Florida Bureau of Records and Archives.
9. Attends Technical Review Committee meetings; serves as Chair and a voting member.
10. Attends Planning Board/Board of Adjustment/Design Review Board meetings; prepares and presents staff reports and other necessary correspondences.
11. Serves as staff on a variety of boards and committees; prepares and presents staff reports and other necessary correspondences. Includes, but not limited to, Code Enforcement Board, Pension Fund Board of Trustees,

Okeechobee Utility Authority, and other citizen boards as created by Council from time to time; Emergency Management, or as directed by the Mayor and City Council.

12. Attends seminars and workshops to keep abreast of current methods, technology and supervisory techniques. Coordinates department employees' attendance of same, for training and continuing education and/or certifications. Including, but not limited to, Florida open public records laws, sunshine laws, state ethics laws, and Attorney General Opinions.

D. Other

1. Ability to maintain security and confidentiality.
2. Performs other duties and special projects as assigned.
3. Perform work outside normal office hours.

7. QUALIFICATIONS

A. Education and Experience

1. Suitable Bachelor's degree from an accredited college or university; and
2. Minimum five years' experience in municipal management or similar governmental administration.

B. Knowledge of

1. Principles and practices of effective administration, supervision, and personnel policies and procedures.
2. Reading and understanding subdivision plats and construction plans.
3. Reading and understanding contracts and specifications.
4. Laws, ordinances, regulations, policies, and statutes governing municipal activities and of operations of municipal government.

C. Ability to

1. Perform visual inspections.
2. Traverse unimproved construction sites for the purpose of field inspections.
3. Access research information and prepare reports.
4. Communicate effectively, orally and in writing, with the public, elected officials, members of boards and commissions, department heads, other employees of the City and employees of other governmental agencies.
5. Apply good judgement to effectively and diplomatically deal with the subordinates and the public, some of whom may be irate and unreasonable.
6. Perform job responsibilities in a timely manner in order to meet scheduled deadlines.
7. Physically and mentally work independently.
8. Coordinate, delegate and negotiate.
9. Delegate authority and responsibility to subordinates and maintain effective organization.
10. Represent the City in public speaking requests and special events.
11. Present data and programs which enhance the continued efficient operation of the City.

D. Licenses, Certificates, Additional Requirements

1. United States Citizen or a resident alien of the State of Florida.
2. Valid Florida Driver's License; possess and maintain a clean driving record.
3. Residence of Okeechobee County, Buckhead Ridge area of Glades County or any areas lying outside the Okeechobee County line within six months of employment.
4. Pass pre-employment complete physical.
5. Pass background investigation and reference check, including an FDLE criminal background check.

8. TOOLS AND EQUIPMENT USED

The employee is issued a City vehicle and must be capable of operating light duty vehicles and mobile radios.

Proficient in operating a personal computer, including word processing, spreadsheets, use of email, use of the internet and read digital files; capable of operating multi-line telephone system, cell phones, fax machines, 10-key calculator, copy machines, miscellaneous office equipment and accessories customarily used in an office environment.

9. PHYSICAL DEMANDS

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments or construction sites. Hand-eye coordination is necessary to operate computers and office equipment.

While performing the duties of this job, the employee is regularly required to sit, walk, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl; and smell.

Must have sufficient physical strength and ability to independently and repeatedly lift, move and carry objects weighing up to 50 pounds and to repeatedly lift, move and carry objects weighing more than 50 pounds with assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

10. WORK ENVIRONMENT

While performing the duties of this job, the employee works indoors. The noise level in the work environment is usually quiet to low.

11. WORK LOCATION AND HOURS:

City Hall, 55 Southeast 3rd Avenue.

Monday through Friday 8:00 a.m. to 4:30 p.m.

12. ADDITIONAL INFORMATION:

- a. **Evaluation Period:** Successful candidates will be on an evaluation/probationary period for 3 months, to allow a period for an evaluation of ability, work habits and conduct. Specifics are to be addressed within a negotiated employment contract.
- b. **Benefits:** In addition to competitive salaries and the opportunity for continuing professional development, the City offers an excellent benefits package. Our employees enjoy the many benefits of living in South Florida with its wonderful sub-tropical climate, exceptional year round recreational opportunities, and the following benefits:
 - Use of City vehicle
 - Retirement Plan (457 Deferred Plan Option)
 - Health Insurance (City pays coverage for employee and contributes \$150.00 toward family/spouse premiums)
 - Group Life and Disability Insurance (City pays coverage for employee). Additional policies can be added at group rates by the employee
 - Additional variety of insurances may be obtained at group rates by the employee through payroll deduction (examples are, but not limited to: legal, cancer, long term illness, dental, and vision)
 - Job Connected Injury Benefits
 - Paid Leave Benefits
 - 12 Paid Holidays
 - Available Credit Union membership
 - Direct Deposit Bi-weekly Payroll (mandatory participation required)
 - Cell phone reimbursement
 - Prescription Card
 - Longevity Service Bonus Program

- c. **Drug Testing Policy:** The City is committed to providing a safe work environment for all of its employees. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees and the public, promotes crime, and harms the entire community. In order to maintain the highest standards of morale, productivity, and safety, the City has instituted a drug and alcohol free workplace program.

- d. **Veterans' Preference:** Former military personnel, or their spouse, that have been verified as a "Veteran" under Florida Administrative Code Rule 55A-7.009 will receive an interview if they meet the minimum competency factors of the position. The Veterans' preference laws do not guarantee the Veteran a job. Positions are filled with the best qualified candidate as determined by the hiring Department Head.

CONTACT: *Lane Earnest-Gamiotea, CMC, City Clerk/Personnel Administrator*
55 Southeast 3rd Avenue, Room 100, Okeechobee, Florida 34974
☎ *863.763.3372 ext. 9814*
✉ *lgamiotea@cityofokeechobee.com*
🖨 *863.763.1686*



MEMORANDUM

TO: Mayor Watford & City Council

DATE: May 25, 2021

FROM: City Clerk Gamiotea *JG*

SUBJECT: CCRAC Appointments

Please consider the following regarding appointments to the Citizens Charter Review Advisory Committee (CCRAC):

1. At the October 20, 2020 regular meeting Council Member Abney was appointed to the CCRAC as a non-voting ex-officio member. It was also discussed that the Council may consider appointing him as a regular member at the end of his term. **Should the Council want to appoint Mr. Abney as a regular voting member, a motion would be in order.**
2. Mr. Noel Chandler resigned his position on the CCRAC effective May 10, 2021, upon being elected as a Council Member. Additionally, should the contract for Interim Administrator with Mr. Gary Ritter be approved, he will be required to resign his position from the CCRAC. **Please provide direction on how to proceed with appointing replacements, or leave membership as is.** The following are the remaining Members:

Myranda Whirls, Vice-Chair
Jeremy LaRue
Hoot Worley

Suzanne Bowen
Sandy Perry

Jamie Gamiotea
Cary Pigman



MEMORANDUM

TO: Mayor Watford & City Council

DATE: May 25, 2021

FROM: City Clerk Gamiotea *GG*

SUBJECT: Liaison Board Appointments

1. Due to Council Member Abney's end of term, the City Council will need to consider appointments to serve on the following boards until January 2023:
 - Treasure Coast Council of Local Governments (**Alternate Member**); Regular Member: Mayor Watford
 - Treasure Coast Regional League of Cities (**Alternate Member**); Regular Member: Council Member Jarriel
 - Okeechobee County Tourist Development Council (**Member**); Other Member: Council Member Clark
2. Additionally, an appointment needs to be considered to the Economic Development Corporation Board effective after June 18, 2021 as Administrator MontesDeOca is the current appointee.