

RESOLUTION NO. 2021-02

A PRELIMINARY RATE RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; PURSUANT TO THE SECTION 2.08, ORDINANCE NO. 784 RELATING TO THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES; SETTING FORTH A BRIEF DESCRIPTION OF SOLID WASTE SERVICES PROVIDED; DETERMINING THE SOLID WASTE ASSESSED COST FOR THE UPCOMING FISCAL YEAR; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR THE UPCOMING FISCAL YEAR; AUTHORIZING AND SETTING A PUBLIC HEARING TO CONSIDER COMMENTS FROM THE PUBLIC CONCERNING ADOPTION OF AN ANNUAL RATE RESOLUTION; DIRECTING THE CITY ADMINISTRATOR TO UPDATE THE ASSESSMENT ROLL, AND TO PROVIDE NECESSARY NOTICE THEREOF TO AFFECTED LANDOWNERS IN THE CITY OF OKEECHOBEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida has enacted Ordinance No. 784, which authorized the imposition of Solid Waste Assessments against certain assessable property located within the incorporated area of the City of Okeechobee, Florida; and

WHEREAS, the City of Okeechobee, Florida has previously duly noticed and conducted a public hearing on **July 6, 2021**, which provided the opportunity to hear testimony and take written objections from the public and interested parties in accordance with Section 197.3632 Florida Statutes, and conjunction therewith, provided written notice to all affected property owners as to the effective time period, geographic area, and the maximum rate to be assessed against each parcel, and such additional information as required by law; and

WHEREAS, Florida Statutes Section 197.3632(5) requires that by September 15 of each year thereafter, the chair of the local governing board must certify a non-ad valorem assessment roll to the Tax Collector, which is necessary for the imposition of such assessments; and

WHEREAS, the imposition of an annual Solid Waste Assessment is an equitable and efficient method of allocating and apportioning solid waste collection and disposal costs among parcels of property within the incorporated area of the City of Okeechobee, Florida; and

WHEREAS, Ordinance No. 784, Section 2.08 thereof requires that prior to the adoption of an annual rate Resolution that the City must enact a preliminary rate Resolution, which includes the requirement of the City Administrator for the City of Okeechobee to prepare an updated assessment roll; and

WHEREAS, the City Council desires to continue the Solid Waste Collection Assessment program for the Fiscal Year beginning on **October 1, 2021**, and said assessment is a non-ad valorem assessment.

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

SECTION 1: AUTHORITY.

This Resolution is adopted pursuant to the provisions of Ordinance No. 784; Resolution 01-08, Florida Statutes 197, and other applicable provision of law.

SECTION 2: PURPOSE AND DEFINITIONS.

This Resolution constitutes a preliminary rate Resolution as defined in Ordinance No. 784, Section 2.08, and previously adopted. The amount of the solid waste assessment imposed each Fiscal Year against each parcel of improved property shall be based on one or more of the following:

- a. Classification of improved property reasonably related to the generation of solid waste or recovered materials.
- b. The physical characteristics of a specific parcel or building.
- c. Any other factor reasonably related to the generation of solid waste or recovered materials; or
- d. Any combination of the foregoing; provided however, that the factor or combination of factors employed to compute the solid waste assessment shall result in a rate of assessment not in excess of the special benefit accruing to such parcel of improved property.

SECTION 3: DESCRIPTION OF SERVICES.

The services, facilities and programs to be provided to the citizens of the City of Okeechobee for solid waste collection for the upcoming Fiscal Year include the continuation of a franchise with a solid waste company acceptable to the City for the provision of such services; for such company to provide the labor and equipment necessary to fulfill solid waste services; to provide receptacles for collection; to provide for scheduled and emergency pick up services; to provide for pick-up of white goods, trash and yard debris; and such other services customarily associated with such franchise services.

SECTION 4: SOLID WASTE ASSESSED COSTS AND ESTIMATED RATES.

It is determined that the solid waste assessed costs to be assessed for the upcoming Fiscal Year is the estimated sum of **\$441,779.04** and that this cost will be apportioned among customers at an estimated assessment rate for the upcoming Fiscal Year in the annual sum of **\$247.08**.

SECTION 5: UPDATING ANNUAL ASSESSMENT ROLL.

That the City Administrator is directed to prepare an updated assessment roll for the Fiscal Year ending **September 30, 2022**, in the manner provided for in Ordinance No. 784. The updated assessment roll shall be certified on a compatible electronic medium with that of the Tax Collector, and shall post the non-ad valorem assessment for each parcel on the roll, to be presented to the City Council for adoption at an annual rate resolution, which shall be certified to the Tax Collector before September 15 of the current year. The City Council may make corrections or alterations to the roll up to 10 days prior to certification to the Tax Collector.

SECTION 6: PUBLIC HEARING.

The City Council authorizes and sets for public hearing the adoption of the annual assessment roll pursuant to Ordinance No. 784, Section 2.08, to receive public comment pertaining to adoption of the annual assessment roll on the following date and time, which shall be duly published by the City Clerk for the City of Okeechobee, Florida, to-wit:

DATE: Tuesday, July 6, 2021

TIME: 6:00 p.m., or as soon thereafter as can be heard.

PLACE: City Hall, 55 S.E. 3rd Avenue, Room 200, Okeechobee, Florida.

The City Clerk is further directed to provide any supplemental or additional notice of adoption of the annual assessment roll as may be deemed proper, necessary or convenient to the City.

SECTION 7: CONFLICT.

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

SECTION 8: SEVERABILITY.

That if any portion of this Resolution should be judicially determined to be unenforceable, and then the balance thereof shall continue to remain in full force and effect.

SECTION 9: EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED at a Public Hearing held this **6th** day of **July, 2021**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, Esq., City Attorney

RESOLUTION NO. 2021-03

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES; CONTINUING IMPOSITION OF THE SOLID WASTE COLLECTION ASSESSMENT PREVIOUSLY ESTABLISHED BY RESOLUTION 01-08; ADOPTING THE ANNUAL RATE RESOLUTION AS PERMITTED BY ORDINANCE 784 FOR FISCAL YEAR 2021-22; APPROVING THE PRELIMINARY RATE RESOLUTION; AND CERTIFYING THE SOLID WASTE ASSESSMENT ROLL AS AUTHORIZED BY FLORIDA STATUTES 197.3632(4)(5) AS NECESSARY UNDER FLORIDA STATUTES 197.3632; PROVIDING FOR PUBLIC HEARING AND COMMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida has enacted Ordinance No. 784, which authorized the imposition of Solid Waste Assessments against certain assessable property located within the incorporated area of the City of Okeechobee, Florida; and

WHEREAS, the City of Okeechobee, Florida has previously duly noticed and conducted a Public Hearing on **July 6, 2021**, which provided the opportunity to hear testimony and take written objections from the public and interested parties in accordance with Section 197.3632 Florida Statutes, and conjunction therewith, provided written notice to all affected property owners as to the effective time period, geographic area, and the maximum rate to be assessed against each parcel, and such additional information as required by law; and

WHEREAS, Florida Statutes Section 197.3632(5) requires that by September 15 of each year thereafter, the chair of the local governing board must certify a non-ad valorem assessment roll to the Tax Collector, which is necessary for the imposition of such assessments; and

WHEREAS, the imposition of an annual Solid Waste Assessment is an equitable and efficient method of allocating solid waste collection and disposal costs among parcels of property within the incorporated area of the City of Okeechobee, Florida; and

WHEREAS, the City Council desires to continue the Solid Waste Collection Assessment program for the Fiscal Year beginning on **October 1, 2021**, and said assessment is a non-ad valorem assessment; and

WHEREAS, the City has previously adopted a preliminary rate Resolution for **Fiscal Year 2021-22** which adopted an estimated assessment rate, and which set the matter for public hearing this date to consider adoption of the annual assessment.

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

SECTION 1: AUTHORITY.

This Resolution is adopted pursuant to the provisions of Ordinance No. 784; Resolution 01-08, Florida Statutes 197 and other applicable provision of law.

SECTION 2: PURPOSE AND DEFINITIONS.

This Resolution continues an annual rate resolution as defined in Ordinance No. 784, Section 2.08, and previously adopted.

The amount of the solid waste assessment imposed each Fiscal Year against each parcel of improved property shall be based on one or more of the following:

- a. Classification of improved property reasonably related to the generation of solid waste or recovered materials.
- b. The physical characteristics of a specified parcel or building.
- c. Any other factor reasonably related to the generation of solid waste or recovered materials; or
- d. Any combination of the foregoing; provided however, that the factor or combination of factors employed to compute the solid waste assessment shall result in a rate of assessment not in excess of the special benefit accruing to such parcel of improved property.

SECTION 3: SOLID WASTE COLLECTION AND ANNUAL ASSESSMENT ROLL.

- a. It is hereby ascertained, determined and declared that continued imposition of an annual Solid Waste Assessment consistent with the maximum Assessment Rate schedule in Section 2.08 of Ordinance No. 784, and Resolution No. 01-08, and also as adopted as the preliminary rate resolution for **Fiscal Year 2021-22** adopted by the City Council at a duly advertised hearing continues to be a fair reasonable method of allocating waste collection and disposal costs among parcels of property within the incorporated area of the City of Okeechobee, Florida.
- b. That the City Administrator has caused to be prepared the assessment roll for the Fiscal Year beginning **October 1, 2021**, and ending **September 30, 2022**, in the manner provided for in Ordinance No. 784. The solid waste collection and disposal cost for which the solid waste collection and disposal assessment is intended to pay is **\$441,779.04**. The cost shall be apportioned among the parcels of real property within the incorporated area of the City of Okeechobee, Florida as reflected on the assessment roll.
- c. It is hereby ascertained, determined, and declared that based upon the findings set forth in paragraph (a) and the solid waste collection and disposal cost described in paragraph (b), the Rate of Assessment for the **2021-22 Fiscal Year** as set forth in Appendix A and attached hereto and incorporated herein to continue an increase in the Assessment Rate included in any notice previously provided to owners of assessable property pursuant to Ordinance No. 784, Resolution 01-8, and Chapter 197 Florida Statutes.
- d. That the Solid Waste Collection Assessment Roll as presented by the City Administrator is hereby approved and adopted for the **2021-22 Fiscal Year**, and the chair of the local governing board being the Mayor for the City of Okeechobee, Florida or his designee, shall certify this non-ad valorem assessment roll on compatible electronic medium to the Tax Collector for Okeechobee County, Florida by **September 15, 2021**, which roll shall contain the posting of the non-ad valorem assessment for each parcel.

SECTION 4: ESTABLISH MAXIMUM RATE OF ASSESSMENT.

That the rate of assessment set forth in Appendix A for the year **2021** is adopted as the rate of assessment for the **2021-22 Fiscal Year**. The City of Okeechobee, through the chair or his or her designee, reserves the right to make such alterations to the assessment roll for up to ten days prior to such certification if errors or omissions are discovered in the roll.

SECTION 5: CONFLICT.

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

SECTION 6: SEVERABILITY.

That if any portion of this Resolution should be judicially determined to be unenforceable, then the balance thereof shall continue to remain in full force and effect.

SECTION 7: EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED during a Public Hearing held this **6th** day of **July, 2021**.

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, Esq., City Attorney

Appendix A

The assessments will be computed by multiplying the rate of assessment by, the number of dwelling units for residential property uses. A single unit will be assessed on the following schedule:

The amount to be levied in the year 2021:	\$247.08
The maximum amount to be levied in the year 2022:	\$259.44
The maximum amount to be levied in the year 2023:	\$272.42
The maximum amount to be levied in the year 2024:	\$286.05
The maximum amount to be levied in the year 2025:	\$300.36
The maximum amount to be levied in the year 2026:	\$315.38
The maximum amount to be levied in the year 2027:	\$331.15
The total annual revenue to be collected by this assessment for FY 2021-22 is:	\$441,779.04
The estimated total annual revenue to be collected by this assessment for FY 2022-23:	\$463,878.72
The estimated total annual revenue to be collected by this assessment for FY 2024-25:	\$487,086.96
The estimated total annual revenue to be collected by this assessment for FY 2025-26:	\$511,457.40
The estimated total annual revenue to be collected by this assessment for FY 2026-27:	\$537,043.68
The estimated total annual revenue to be collected by this assessment for FY 2027-28:	\$563,899.44
The estimated total annual revenue to be collected by this assessment for FY 2028-29:	\$592,096.20

ORDINANCE NO. 1227

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 LIGHT COMMERCIAL TO RESIDENTIAL MULTIPLE FAMILY (PETITION NO. 21-002-R); AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, John Creswell, Registered Agent of the property owner, JKST Holdings, LLC, has heretofore filed Petition No. 21-002-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning certain tracts of land consisting of approximately 1.93 acres from Light Commercial (CLT) to Residential Multiple Family (RMF); and

WHEREAS, said petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review provided by the applicant, 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 May 20, 2021, 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 1.93 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOTS 1 TO 12, BLOCK 110, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, 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 CLT to RMF.

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 (21-002-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 **6th** day of **July**, **2021**.

Dowling Watford, Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **3rd** day of **August**, **2021**.

Dowling Watford, Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: 4-6-21	Petition No. 81-002-R
		Fee Paid: 4-14-21	Jurisdiction: PB+CC
		1 st Hearing: 5-20-21	2 nd Hearing: 6-15-21 + 7-6-21
		Publication Dates:	
		Notices Mailed: 5-5-21	
Rezone, Special Exception and Variance APPLICANT INFORMATION			
1	Name of property owner(s): JKST Holdings, LLC		
2	Owner mailing address: P. O. Box 873, Port Salerno, FL 34992		
3	Name of applicant(s) if other than owner Mitch Stephens		
4	Applicant mailing address: 17705 Middlebrook Way, Boca Raton, FL 33496		
	E-mail address: mitchstephens@gmail.com		
5	Name of contact person (state relationship): Steven L. Dobbs - Consultant		
6	Contact person daytime phone(s): 863-634-0194		
PROPERTY INFORMATION			
7	Property address/directions to property: From SR 70 and 441, head north on 441, turn right at NE 4th Street, the project will be on the left after NE 2nd Avenue 309 NE 4th St		
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: 1.929 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? Yes		
13	Describe uses on adjoining property to the North: North: Single Family East: Vacant South: Vacant West: Commercial		
14	Existing zoning: Light Commercial Future Land Use classification: Commercial		
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: 3-15-37-35-0010-01100-0010		

REQUIRED ATTACHMENTS

✓ 18	Applicant's statement of interest in property: Contract Purchaser
✓ 19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
✓ 20	Last recorded warranty deed: February 28, 2017
✓ 21	Notarized letter of consent from property owner (if applicant is different from property owner)
✓ 22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
✓ 23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
✓ 24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

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

Signature

Printed Name

Date

Mitch Stephens

Mitch Stephens

4/2/2021

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

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

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

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

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

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

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

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

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

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

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood
7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services
8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
9. The proposed use has not been inordinately burdened by unnecessary restrictions.

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

Glenwood Villages

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 1.929 acres site is currently zoned Light Commercial, and the surrounding properties are zoned Light Commercial, Commercial, Residential Multiple Family, 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 east.

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

The proposed development of apartments on Residential Multiple Family zoned land 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 residential 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 west to Residential Single Family One to the east.

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 NE 4th Street, to the east by NE 3rd Avenue, to the north by NE 5th Street, and to the west by NE 2nd 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 ditches surrounding the property, but the best location to drain is in the southeast portion of the site, which flow down NE 4th Street to Taylor Creek. 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.

Glenwood Village

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

Mr. Mitch Stephens has a contract on this parcel that is owned by JKST Holdings, LLC. The parcel is Block 110 of the City of Okeechobee, it is 1.929 acres of land between NE 2nd and 3rd Avenue and between NE 4th and 5th Street, Mr. Stephens is proposing a change of zoning on the subject property. This property is located in Section 15, Township 37S, and Range 35E, with the property's parcel ID 3-15-37-35-0010-01100-0010. It is currently located in the City of Okeechobee with a current zoning of Light Commercial.

The primary intent of rezoning this parcel is to amend the zoning classification to Residential Multiple Family. The proposed zoning is compatible with adjacent lands at this location surrounded by Residential Single Family One, Light Commercial, Commercial, other Residential Multiple Family zoned lands.

This application requests the City to grant a change in zoning on this parcel from the existing Light Commercial to Residential Multiple Family. The property can be accessed off any of the streets listed above.

Mr. Stephens requests that the Planning Board recommend to the City Council to grant the requested zoning amendment of this parcel of land to Residential Multiple Family.

#20

FILE NUM 2017001893
OR BK 786 PG 1593
SHARON ROBERTSON, CLERK & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/28/2017 02:07:39 PM
AMT \$90,000.00
RECORDING FEES \$10.00
DEED DOC \$630.00
RECORDED BY S Creech
Pg 1593; (1 pg)

Prepared by and return to:
JOHN D. CASSELS, JR.
Partner
CASSELS & MCCALL
400 NW 2nd Street
Okeechobee, FL 34972
863-763-3131
File No.: 17-4358

Parcel Identification No. 3-15-37-35-0010-01100-0010

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 28 day of February, 2017 Between

C.P. CO., LLC, a Florida limited liability company whose post office address is PO BOX 14049, Fort Pierce, FL 34879 of the County of Saint Lucie, State of Florida, grantor, and

JKST HOLDINGS, LLC, a Florida limited liability company whose post office address is PO BOX 873, Stuart, FL 34997 of the County of Martin, State of Florida, grantee,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okeechobee County Florida, to-wit:

LOTS 1 TO 12, BLOCK 110 OF THE CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

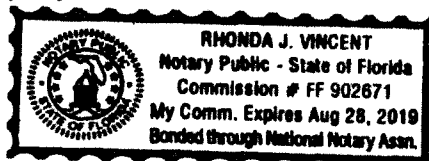
✓ Alan R. Pohl
Witness Name: Alan R. Pohl
✓ Rosa Gonzalez
Witness Name: Rosa Gonzalez

C.P. CO., LLC
By: George Pantuso
GEORGE PANTUSO/Authorized Member

State of Florida St. Lucie
County of St. Lucie

The foregoing instrument was acknowledged before me this 28th day of February, 2017 by GEORGE PANTUSO, Managing Member of C.P. CO., LLC, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]



✓ Rhonda J. Vincent
Notary Public Rhonda J. Vincent

Processed C&M: 2/22/17

#21

CITY OF OKEECHOBEE
55 SE 3RD AVENUE
OKEECHOBEE, FL 34974
TELE: 863-763-3372 FAX: 863-763-1686
LAND USE POWER OF ATTORNEY

Name of Property Owners: JKST Holdings, LLC

Mailing Address: P. O. Box 873, Port Salerno, FL 34992

Home Telephone:

Work: 863-467-1111

Cell:

Property Address: 200 block NE 4th Street
Okeechobee, FL 34972

Parcel ID Number: 3-15-37-35-0010-01100-0010

Name of Applicant: Mitch Stephens

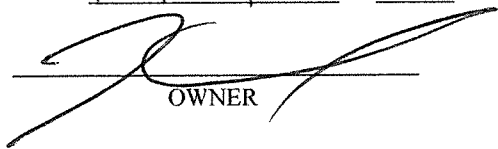
Home Telephone:

Work:

Cell: 919-201-9913

The undersigned, being the record title owner(s) of the real property described above, do hereby grant unto the applicant stated above the full right and power of attorney to make application to the City of Okeechobee to change the land use of said property. This land use change may include rezoning of the property, the granting of special exception or variances, and appeals of decisions of the Planning Department. It is understood that conditions, limitations and restrictions may be place upon the use or operation of the property. Misstatements upon application or in any hearing may result in the termination of any special exception or variance and a proceeding to rezone the property to the original classification. This power of attorney may be terminated only by a written and notarized statement of such termination effective upon receipt by the Planning Department.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS 31ST
DAY OF MARCH 20 21.


OWNER


WITNESS

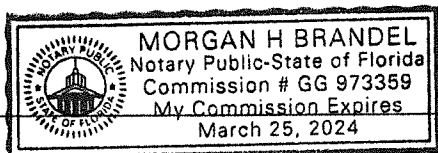
OWNER

WITNESS

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31 day of MARCH, 20 21, by John Creswell,
(Name of Person)

who is personally known to me or produced _____ as identification.




NOTARY PUBLIC SIGNATURE



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

Detail by Entity Name

Florida Limited Liability Company

JKST HOLDINGS, LLC

Filing Information

Document Number L16000189762
FEI/EIN Number 81-4132181
Date Filed 10/13/2016
State FL
Status ACTIVE

Principal Address

4459 SE KUBIN AVENUE
STUART, FL 34997

Mailing Address

P.O. BOX 873
PORT SALERNO, FL 34992

Registered Agent Name & Address

CRESWELL, JOHN H
4459 SE KUBIN AVENUE
STUART, FL 34997

Authorized Person(s) Detail

Name & Address

Title AMBR

CRESWELL, JOHN H
4459 SE KUBIN AVENUE
STUART, FL 34997

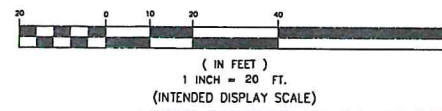
Title AMBR

CRESWELL, KATHLEEN B
4459 SE KUBIN AVENUE
STUART, FL 34997

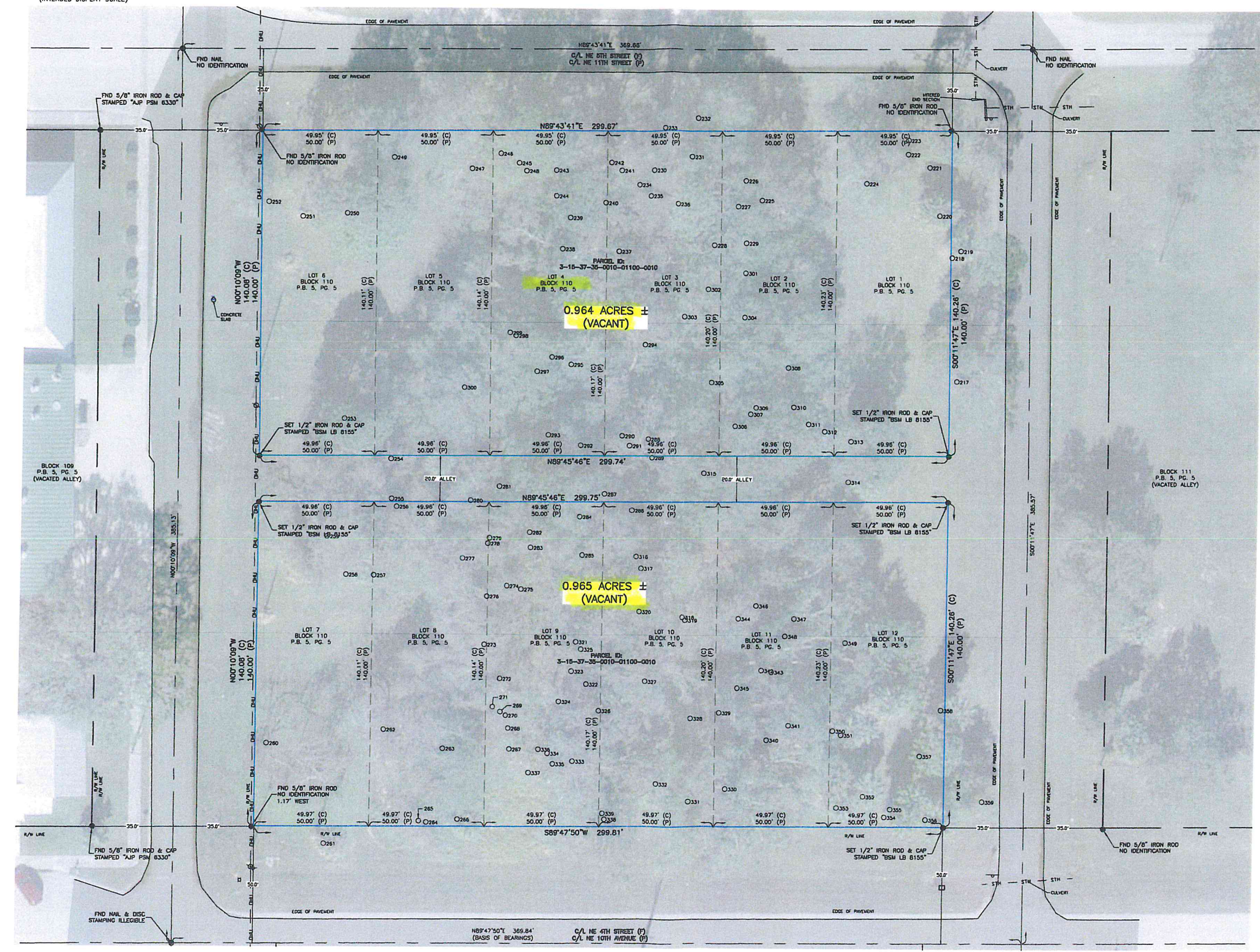
Title AMBR

KOGUT, SHAUN M

GRAPHIC SCALE



BOUNDARY SURVEY
LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST



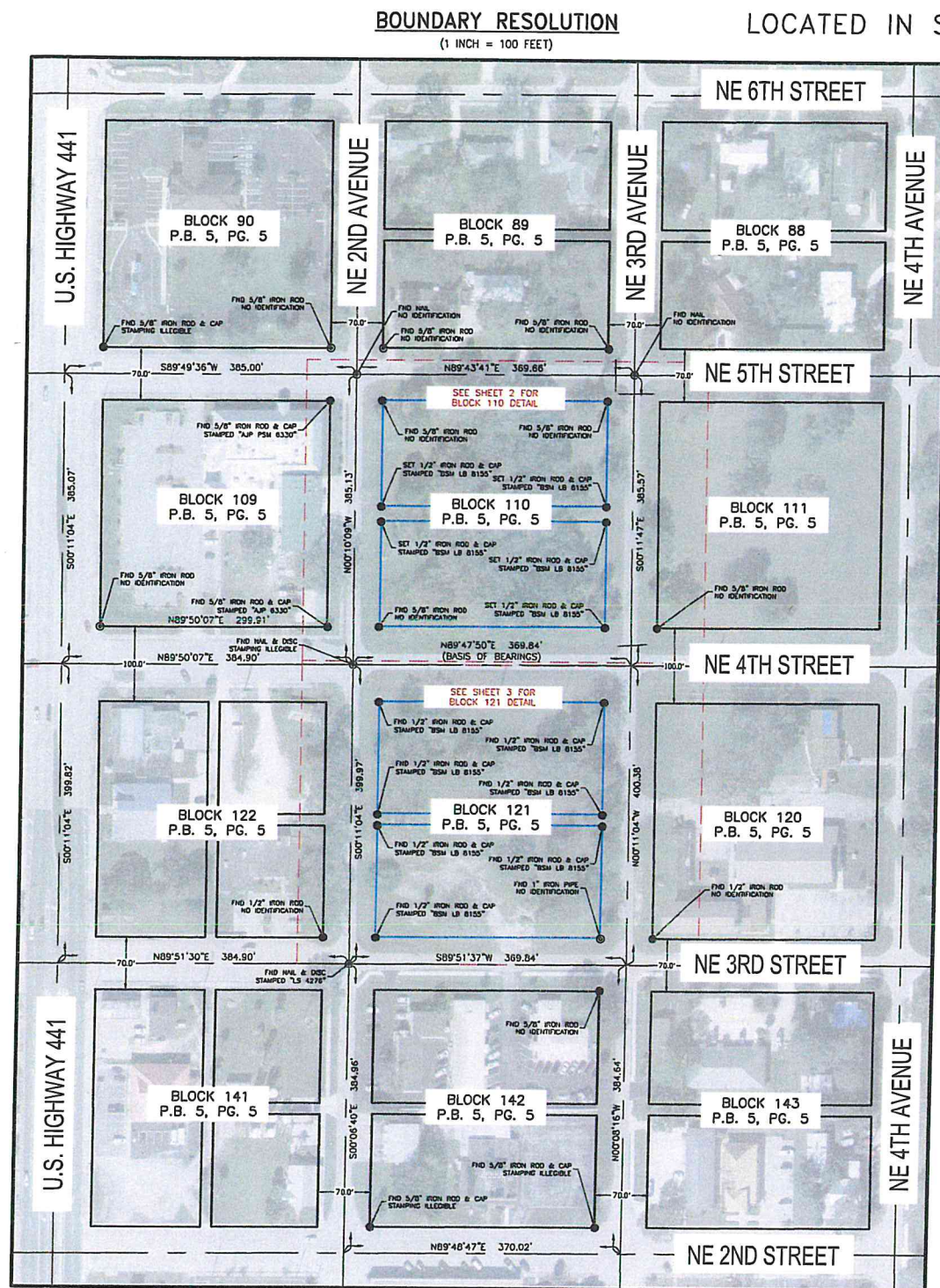
MATCH CENTERLINE OF 4TH AVENUE TO SHEET 3

BSM & ASSOCIATES
LAND SURVEYING SERVICES
100 SE 31st Lane, Okeechobee, FL 34974
tcity@bsmsurvey.com
888.484.2324
1.8.0155

CAD		2-19-2021	BSM & ASSOCIATES, INC.	2021/11/11-109 AND 309 NE 4TH ST & PENROD BLOCK TO SOUTH (DRAWING)
REF	2-19-2021	BSM & ASSOCIATES, INC.	2021/11/11-109 AND 309 NE 4TH ST & PENROD BLOCK TO SOUTH (DRAWING)	
FLD	HW, DF	FB/PG.	BSM #8/20	
OFF	BHM	DATE	03/18/21	
CKD	REB	SHEET	2 OF 3	
BOUNDARY SURVEY		DATE	DWG 21-109 SURVEY	REVISIONS:
NE 4TH STREET		BY:		
OKEECHOBEE, FLORIDA 34972				

LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST

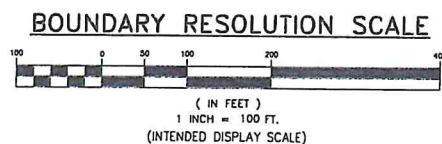
SEE SHEETS 2 AND 3 FOR TREE LOCATIONS



C/L	CENTERLINE
R/W	RIGHT-OF-WAY
ID	IDENTIFICATION
FND	FOUND
OHU	OVERHEAD UTILITY LINE
P.B.	PLAT BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORD BOOK
O.R.F.	OFFICIAL RECORD FILE
⊙	UTILITY POLE
⊞	TELEPHONE PEDESTAL
⊞	WATER METER
⊞	WATER VALVE
⊞	SEWER SANITARY MANHOLE
⊞	SINGLE SUPPORT SIGN
□	CATCH BASIN

LOT 1 THROUGH 12, INCLUSIVELY, BLOCK 110, CITY OF OKEECHOBEE, PLAT BOOK 5,
PAGE 5, OKEECHOBEE COUNTY, FLORIDA.

LOT 1 THROUGH 12, INCLUSIVELY, BLOCK 121, CITY OF OKEECHOBEE, PLAT BOOK 5, PAGE 5, OKEECHOBEE COUNTY, FLORIDA.



TREE TABLE		
POINT ID	TREE SIZE	TREE TYPE
217	26"	OAK
218	14"	PINE
219	16"	CABBAGE PALM
220	16"	CABBAGE PALM
221	10"	PINE
222	10"	PINE
223	14"	PINE
224	18"	OAK
225	14"	OAK
226	18"	OAK
227	12"	OAK
228	18"	OAK
229	14"	OAK
230	14"	OAK
231	14"	OAK
232	14"	UNK
233	10"	OAK
234	12"	OAK
235	16"	PINE
236	12"	OAK
237	10"	OAK
238	36"	OAK
239	16"	OAK
240	18"	OAK
241	24"	OAK
242	18"	OAK
243	22"	OAK
244	16"	PINE
245	18"	OAK
246	24"	PINE
247	24"	OAK
248	32"	OAK
249	20"	OAK
250	22"	PINE
251	18"	OAK
252	16"	OAK
253	22"	PINE
254	12"	CABBAGE PALM
255	18"	OAK
256	12"	OAK

TREE TABLE		
POINT ID	TREE SIZE	TREE TYPE
257	16"	CABBAGE PALM
258	18"	PINE
259	48"	OAK
260	30"	UNK
261	16"	CABBAGE PALM
262	16"	MAPLE
263	24"	OAK
264	16"	MAPLE
265	12"	MAPLE
266	14"	CABBAGE PALM
267	14"	OAK
268	10"	OAK
269	14"	OAK
270	14"	OAK
271	20"	OAK
272	16"	OAK
273	24"	OAK
274	12"	OAK
275	32"	OAK
276	20"	OAK
277	14"	OAK
278	12"	OAK
279	16"	OAK
280	12"	OAK
281	16"	PINE
282	14"	OAK
283	18"	OAK
284	12"	CABBAGE PALM
285	12"	OAK
286	14"	OAK
287	10"	UNK
288	18"	OAK
289	20"	OAK
290	10"	OAK
291	14"	OAK
292	12"	OAK
293	16"	OAK
294	16"	OAK
295	16"	OAK
296	10"	OAK

TREE TABLE		
POINT ID	TREE SIZE	TREE TYPE
297	10"	OAK
298	32"	OAK
299	24"	OAK
300	36"	OAK
301	12"	OAK
302	14"	OAK
303	12"	OAK
304	12"	OAK
305	20"	OAK
306	16"	OAK
307	18"	OAK
308	16"	OAK
309	16"	OAK
310	12"	PINE
311	12"	CABBAGE PALM
312	14"	CABBAGE PALM
313	14"	OAK
314	14"	CABBAGE PALM
315	10"	OAK
316	16"	PINE
317	12"	OAK
318	16"	OAK
319	12"	OAK
320	20"	OAK
321	12"	OAK
322	14"	OAK
323	12"	OAK
324	18"	OAK
325	14"	OAK
326	12"	CABBAGE PALM
327	14"	OAK
328	12"	OAK
329	14"	OAK
330	24"	OAK
331	36"	OAK
332	14"	CABBAGE PALM
333	22"	OAK
334	22"	OAK
335	12"	CABBAGE PALM
336	24"	OAK

TREE TABLE		
POINT ID	TREE SIZE	TREE TYPE
337	16"	OAK
338	12"	CABBAGE PALM
339	18"	OAK
340	14"	UNK
341	22"	OAK
342	16"	OAK
343	16"	OAK
344	22"	OAK
345	10"	OAK
346	10"	OAK
347	16"	OAK
348	24"	OAK
349	14"	CABBAGE PALM
350	14"	CABBAGE PALM
351	10"	CABBAGE PALM
352	14"	CABBAGE PALM
353	12"	CABBAGE PALM
354	12"	CABBAGE PALM
355	12"	CABBAGE PALM
356	12"	CABBAGE PALM
357	14"	PINE
358	14"	CABBAGE PALM
359	34"	OAK
360	42"	OAK
361	12"	CABBAGE PALM
362	14"	CABBAGE PALM
363	18"	OAK
364	36"	OAK
365	36"	OAK
366	14"	PINE
367	24"	OAK
368	16"	OAK
369	20"	OAK
370	10"	OAK
371	30"	PINE
372	14"	OAK
373	12"	OAK
374	20"	PINE
375	12"	CABBAGE PALM
376	16"	PINE

TREE TABLE		
POINT ID	TREE SIZE	TREE TYPE
377	20"	PINE
378	26"	OAK
379	22"	PINE
380	24"	OAK
381	32"	OAK
382	18"	CABBAGE PALM
383	28"	OAK
384	24"	OAK
385	14"	CABBAGE PALM
386	16"	OAK
387	14"	UNK
388	12"	UNK
389	16"	OAK
390	12"	UNK
391	12"	UNK
392	16"	OAK
393	14"	CABBAGE PALM
394	36"	OAK
395	14"	OAK
396	60"	OAK
397	24"	OAK
398	12"	CABBAGE PALM
399	36"	OAK
400	18"	OAK
401	36"	OAK
402	14"	CABBAGE PALM
403	32"	UNK
404	36"	UNK

1. THE SURVEY DATE IS MARCH 28, 2021.
2. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. 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.
5. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS THE CENTERLINE OF NORTHEAST 4TH STREET BETWEEN BLOCKS 110 AND 121, SAID LINE BEARS N 89°47'50" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
7. THE LEGAL DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS BASED ON THE DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 786, PAGE 1593, AND OFFICIAL RECORDS BOOK 816, PAGE 970 AS RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
8. THIS SURVEY DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
9. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM OKEECHOBEE COUNTY PROPERTY APPRAISER OFFICE AND PER PLAT.
10. AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM (LABINS) DATED 2018 AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
11. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA MAP NUMBER 12093C, PANEL NUMBER 0485C, WITH AN EFFECTIVE DATE OF 07/16/15.

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY

1) MITCH STEPHENS
2) STEVE DOBBS ENGINEERING, LLC.

FOR THE FIRM:
BSM & ASSOCIATES, INC. STATE OF
FLORIDA
Professional Surveyor
RICHARD E. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 7074

CAD 21\by D:\a\BDS & ASSOCIATES, INC_\2021\21-109 DRD 209 ME 4TH ST & PEWEE BLOCK TO SOUND/DURHAM

BOUNDARY SURVEY

NE 4TH STREET

NE 4TH STREET
OKEECHOBEE, FLORIDA 34972

%

REVISIONS:

ATE:

SHEET 1 OF 3	DWG 21-109 SURVEY
--------------	-------------------

1

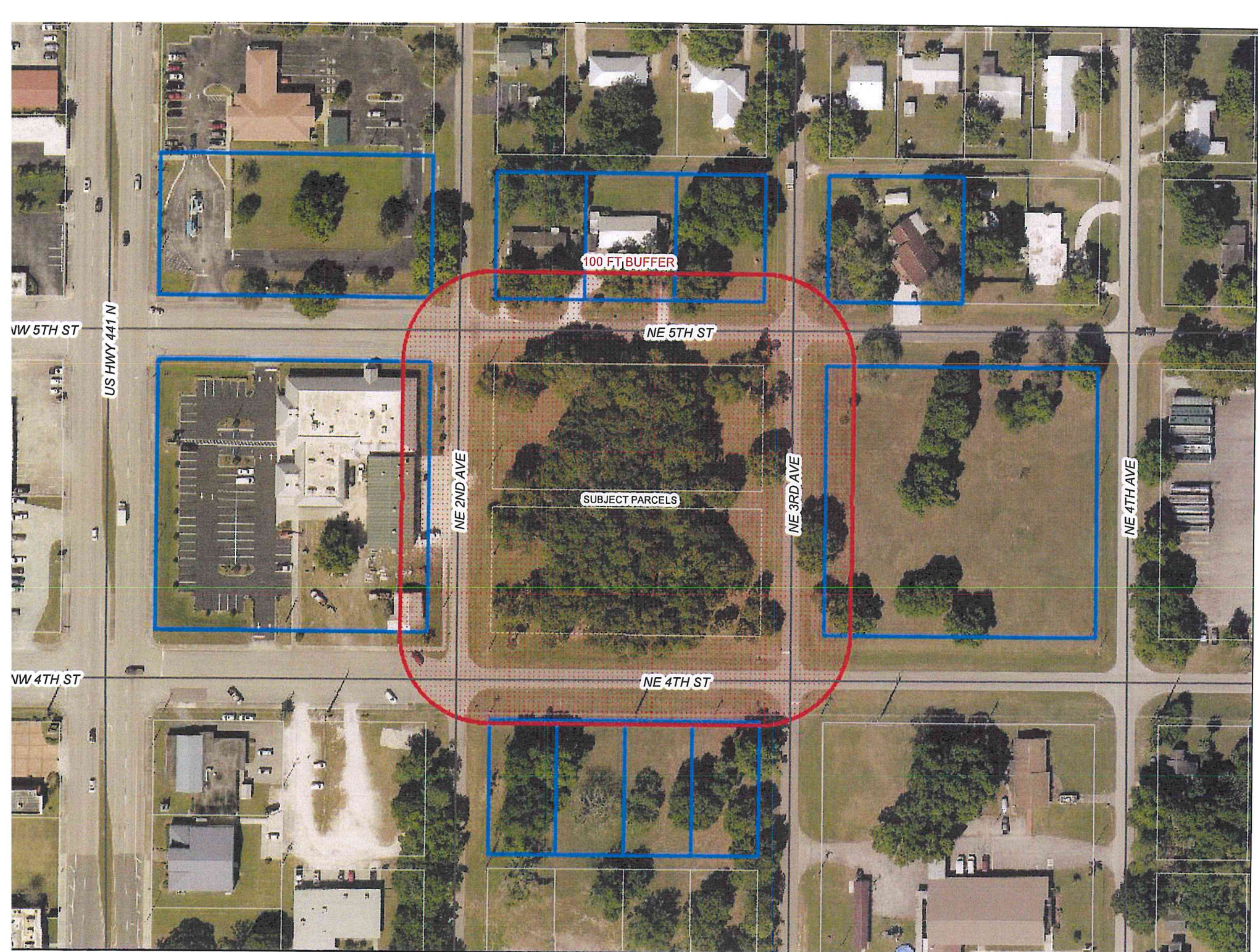
1

1

1

1

PARCEL NUMBER	OWNER	ADDRESS	CITTE	STATE	ZIP
3-15-37-35-0010-00880-0040	WILLIAMSON JOHN	1200 NE 96TH ST	OKEECHOBEE	FL	34972-0505
3-15-37-35-0010-00880-0060	MITCHELL RONALD	1105 SW 4TH ST	OKEECHOBEE	FL	34974
3-15-37-35-0010-00880-0070	ENTRY MARIE	500 NE 3RD AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-00880-0100	SKYLINE RENOVATION SERVICES LLC	5276 JOG LN	DELRAY BEACH	FL	33484-6650
3-15-37-35-0010-00890-0010	LMXN HOLDINGS LLC	1887 SW 8TH ST	OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00890-0040	LMXN HOLDINGS LLC	1887 SW 8TH ST	OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00890-0060	COLT PENNY M	1601 SW 35TH CIR	OKEECHOBEE	FL	34974
3-15-37-35-0010-00890-0070	VILLEDA BAUDILIO	201 NE 5TH ST	OKEECHOBEE	FL	34972-2605
3-15-37-35-0010-00890-0090	II PARTNERS INC	P O BOX 2293	OKEECHOBEE	FL	34973-2293
3-15-37-35-0010-00890-0110	LMXN HOLDINGS LLC	1887 SW 8TH ST	OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00900-0010	TAMAL PROPERTIES LLC	152 PORGEE ROCK PL	JUPITER	FL	33458-1634
3-15-37-35-0010-00900-0070	TAMAL PROPERTIES LLC	152 PORGEE ROCK PL	JUPITER	FL	33458-1634
3-15-37-35-0010-01090-0010	LAKE REAL ESTATE HOLDINGS LLC	400 N PARROTT AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-01110-0010	CHURCH OF GOD	301 NE 4TH AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-01200-0010	CHURCH OF GOD	301 NE 4TH AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-01210-0010	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0030	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0040	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0060	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0070	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0090	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0100	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01210-0120	PENROD SHAUN C	2437 SW 33RD CIR	OKEECHOBEE	FL	34974-5723
3-15-37-35-0010-01220-0010	OKEECHOBEE PRESBYTERIAN	312 N PARROTT AVE	OKEECHOBEE	FL	34972-2933
3-15-37-35-0010-01220-0040	OKEECHOBEE PRESBYTERIAN CHURCH	312 N PARROTT AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-01220-0100	SENIORS R ABLE INC	PO BOX 759	OKEECHOBEE	FL	34973-0759



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 March 23, 2021 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 2nd day of April, 2021.

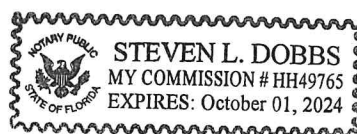
Mitch Stephens
Signature of Applicant

4/2/2021
Date

Mitch Stephens
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 2nd day of April, 20 21, by Mitch Stephens, who is personally known to me or produced N/A as identification.



Steven L. Dobbs
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01100-0010 (33778)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Result: 2 of 6

Owner	JKST HOLDINGS LLC PO BOX 873 PORT SALERNO, FL 34992-0873		
Site	309 NE 4TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 AND PLAT BOOK 5 PAGE 5) LOTS 1 TO 12 INC BLOCK 110		
Area	1.928 AC	S/T/R	15-37-35
Use Code**	VACANT (0000)	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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$164,430	Mkt Land	\$167,040
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$164,430	Just	\$167,040
Class	\$0	Class	\$0
Appraised	\$164,430	Appraised	\$167,040
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$164,430	Assessed	\$167,040
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$164,430 city:\$164,430 other:\$164,430 school:\$164,430	Total Taxable	county:\$167,040 city:\$167,040 other:\$167,040 school:\$167,040

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
2/28/2017	\$90,000	0786/1593	WD	V	Q	01
12/18/2014	\$27,100	0755/1673	SW	V	U	16
1/1/2009	\$28,600	0676/1328	WD	V	U	16
11/26/2008	\$172,700	0663/0479	WD	V	Q	
12/4/2004	\$0	0563/1428	QC	V	U	03
10/1/1988	\$100	0299/0499	WD	V	U	03
4/1/1970	\$100	0119/0659	WD	V	Q	

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						



Staff Report

Rezoning Request

Prepared for: The City of Okeechobee

Applicant: Mitch Stephens

Address: 309 NE 4th Street

Petition No.: 21-002 -R

*Request: Change from Light Commercial to
Residential Multiple Family*

General Information

Applicant	Mitch Stephens 17705 Middlebrook Way Boca Raton, FL 33496 mitchstephens@gmail.com 919.201.9913
Owner	JKST Holdings, LLC PO Box 873 Port Salerno, FL 34992 shaun@gdcflorida.com
Site Address	309 NE 4 th Street
Parcel Identification	3-15-37-35-0010-01100-0010 Lots 1 to 12 Block 110
Contact Person	Steven L. Dobbs
Contact Phone Number	863.634.0194
Contact Email Address	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.cityofkeechobee.com/agendas.html	

Request

The matter before the Local Planning Agency and City Council is an application to rezone a 1.929 acre parcel located at 309 NE 4th Street from Light Commercial to Residential Multiple Family. This request has been submitted with several other concurrent requests:

- 1) FLUM change from Commercial to Multi-family for this subject property
- 2) Vacation of the 5,995 square foot alley which runs through this subject property
- 3) FLUM change from Commercial to Multi-family for adjacent block 121 to the south of this subject property
- 4) Rezoning from Single Family Residential to Residential Multiple Family for adjacent block 121 to the south of this subject property
- 5) Vacation of the alley which runs through adjacent block 121 to the south of this subject property

The applicant has stated that if approval is granted for these requests, the goal is to build multi-family structures at the maximum possible density.

Future Land Use, Zoning and Existing Use

	Existing	Proposed
Future Land Use	Commercial	Multi-Family Residential
Zoning	Light Commercial	Residential Multiple Family
Use of Property	Vacant	Multi-Family rental apartments
Acreage	1.929 acres	1.929 acres

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

North	Future Land Use	Multi-family Residential
	Zoning	Residential Multiple Family
	Existing Use	Duplexes
East	Future Land Use	Single Family Residential
	Zoning	Residential Single Family
	Existing Use	Vacant
South	Future Land Use	Commercial (Proposed change to Multifamily)
	Zoning	Residential Single Family (Proposed change to Multifamily)
	Existing Use	Vacant (Proposed Multifamily)
West	Future Land Use	Commercial
	Zoning	Heavy Commercial
	Existing Use	Funeral 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 Applicant'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 in not contrary to the Comprehensive plan requirements. The 1.929 acres site is currently zoned Light Commercial, and the surrounding properties are zoned Light Commercial, Commercial, Residential Multiple Family, 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 east."

Staff Comment: If the applicant's request to change the future land use of this parcel from Commercial to Multi-family Residential is approved, then we agree that a rezoning to

Residential Multiple Family will be consistent with the City's Comprehensive Plan.

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

Applicant Response: "The proposed development of apartments on Residential Multiple Family zoned land is specifically authorized under the proposed zoning district in the Land Development Regulations."

Staff Comment: Section 90-192(3) specifically lists multiple-family dwellings as a permitted use within the RMF 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 a residential use."

Staff Comment: The applicant's proposal to provide housing within the City's commercial corridor should provide increased support for the commercial uses along the corridor and throughout the Community. Additionally, development of this vacant land will increase the City's tax base, which also has a positive 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.*

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

Staff Comment: We agree that multi-family residential in this location provides a good transitional buffer between the existing commercial uses along the corridor and the church and predominantly single family residential neighborhood to the east.

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 development of this currently vacant parcel should have a positive impact on surrounding property values. Living conditions should only be improved by the addition of new housing which meets current building and zoning codes. Development and redevelopment of adjacent property will also be more likely with this opportunity to provide goods and services to the additional residents. Additionally, the increased setbacks that apply to commercial properties abutting residential will not be applicable, as the subject property is completely bounded by street rights-of-way and is not considered abutting to any other property.

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 NE 4th Street, to the east by NE 3rd Avenue, to the north by NE 5th Street, and to the west by NE 2" Avenue ROW.”

Staff Comment: All current code requirements will be enforced at time of site plan approval; including setbacks and landscape buffering.

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 applicant has sufficiently demonstrated that public facilities will not be overburdened by an apartment development at this location.

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 ditches surrounding the property, but the best location to drain is in the southeast portion of the site, which flow down NE 4th Street to Taylor Creek. This project will not adversely affect public safety.”

Staff Comment: The traffic statement provided by the applicant indicates that multi-family development at the maximum allowable density is expected to generate approximately 140 daily vehicle trips, with 14 of those trips occurring during the PM peak hour. This is not a significant increase in vehicle trips for this location, which is in close proximity to US-441 and SR-70; and this is also significantly less vehicle trips than commercial development at the maximum allowable intensity is expected to generate. All applicable drainage requirements will be enforced at time of site plan approval.

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 requested rezoning from Light Commercial to Residential Multiple Family is reasonably compatible with adjacent uses, and consistent with the urbanizing pattern of the area. If the Applicant's concurrent request to change the future land use designation of this property from Commercial to Multifamily Residential is approved then we also find this rezoning request to be consistent with the City's Comprehensive Plan; and therefore recommend **Approval** of the Applicant's rezoning request.

Submitted by:



Ben Smith, AICP
Sr. Planner

May 11, 2021

Planning Board Public Hearing: May 20, 2021

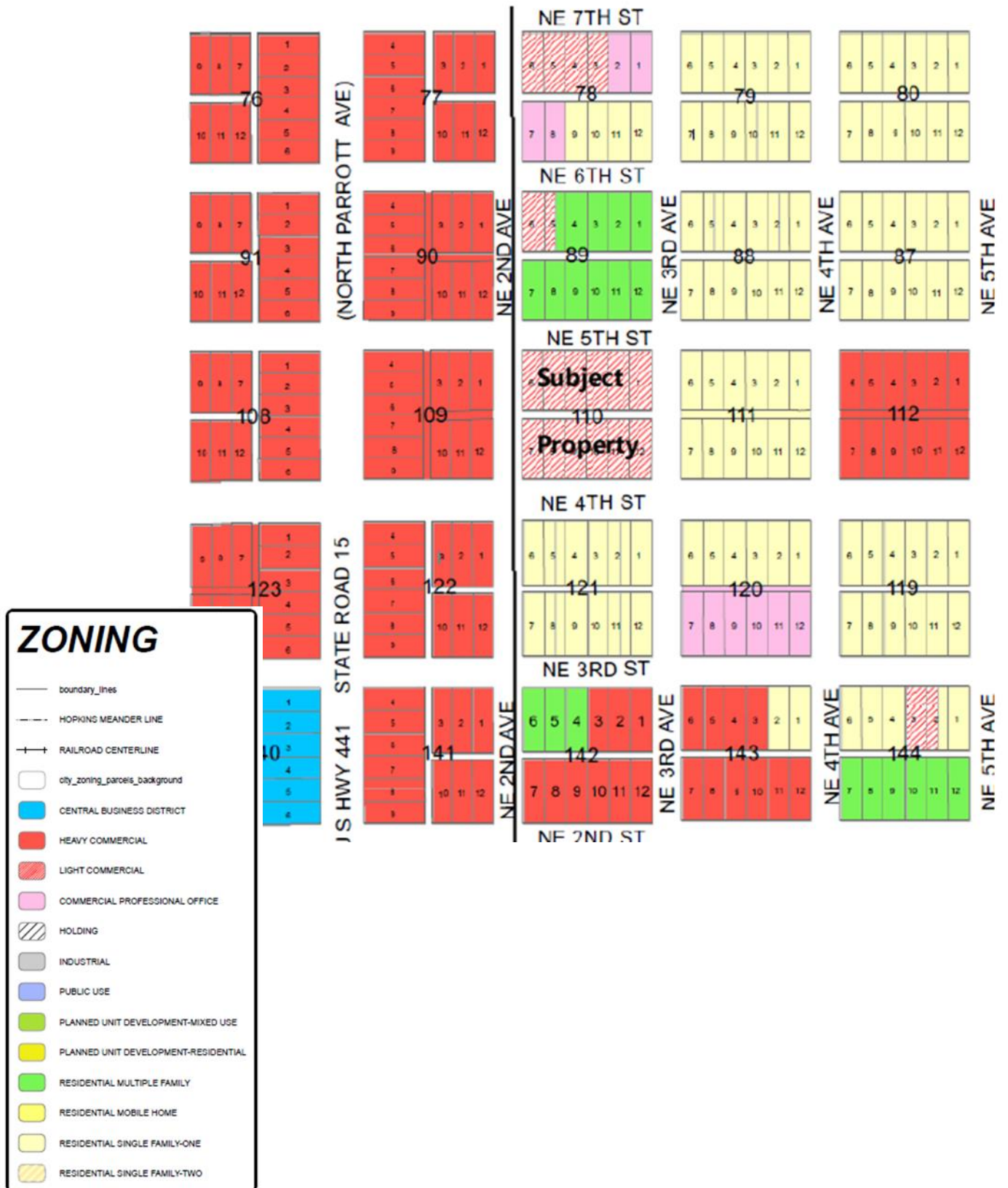
City Council Public Hearing: (tentative) June 15, 2021 and July 6, 2021

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

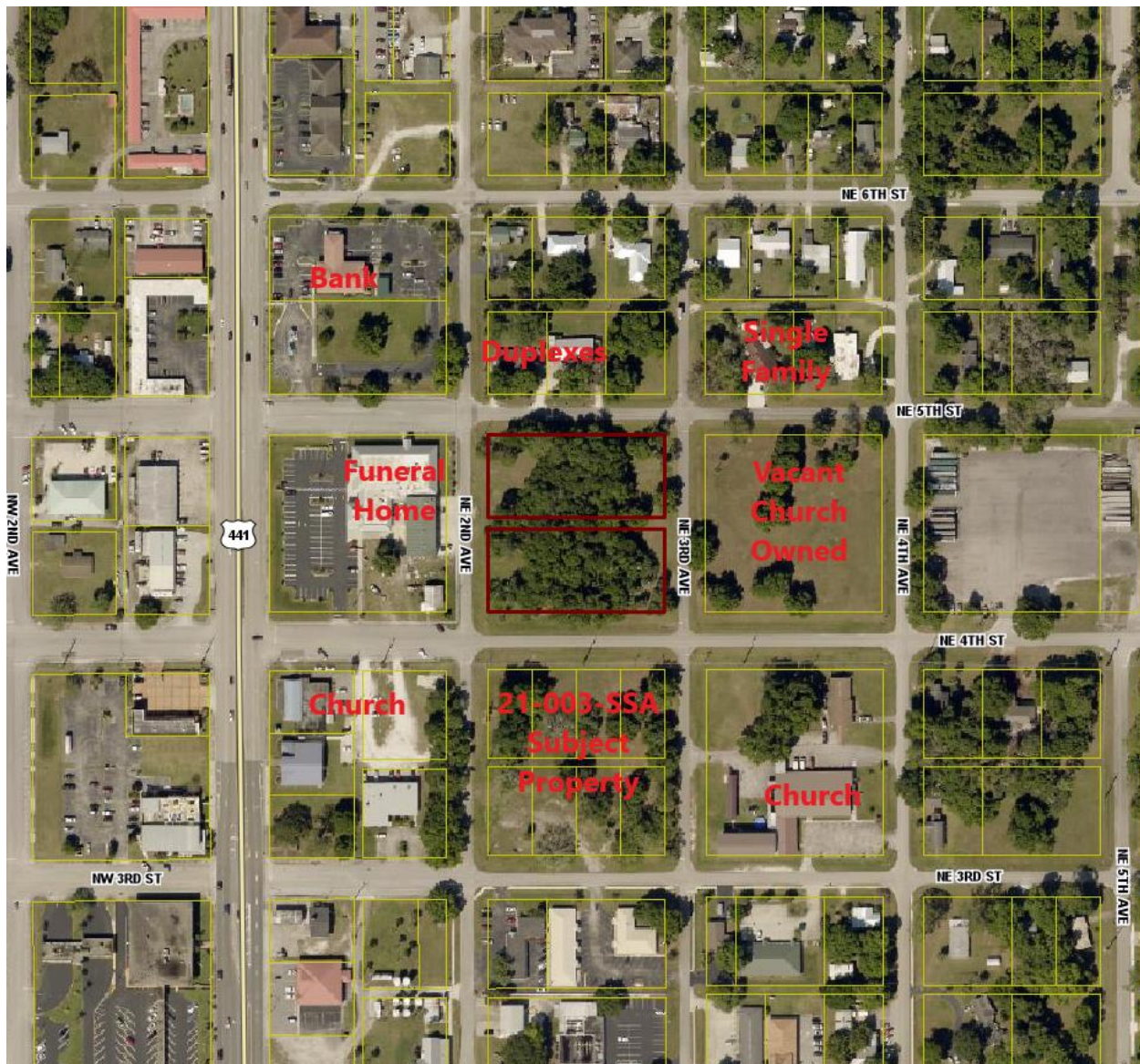
FUTURE LAND USE SUBJECT SITE AND ENVIRONS



ZONING SUBJECT SITE AND ENVIRONS



AERIAL SUBJECT SITE AND ENVIRONS



ORDINANCE NO. 1228

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 TO RESIDENTIAL MULTIPLE FAMILY (PETITION NO. 21-003-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, property owner, Shaun Penrod has heretofore filed Petition No. 21-003-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning certain tracts of land consisting of approximately 2.07 acres from Residential Single Family-One (RSF-1) to Residential Multiple Family (RMF); and

WHEREAS, said petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review provided by the applicant, 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 May 20, 2021, 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 2.07 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOTS 1 TO 12, BLOCK 121, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, 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, Residential Single Family One to RMF, Residential Multiple Family.

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 (21-003-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 **6th** day of **July**, **2021**.

Dowling Watford, Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **3rd** day of **August**, **2021**.

Dowling Watford, Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: 4-6-21	Petition No. 21-003-R
		Fee Paid: 4-14-21	Jurisdiction: PB+CC
		1 st Hearing: 5-20-21	2 nd Hearing: 6-15-21 + 7-6-21
		Publication Dates:	
		Notices Mailed: 5-5-21	
Rezone, Special Exception and Variance APPLICANT INFORMATION			
1	Name of property owner(s): Corey and Desiree Penrod		
2	Owner mailing address: 2437 SW 33rd Circle, Okeechobee, FL 34974		
3	Name of applicant(s) if other than owner Mitch Stephens		
4	Applicant mailing address: 17705 Middlebrook Way, Boca Raton, FL 33496		
	E-mail address: mitchstephens@gmail.com		
5	Name of contact person (state relationship): Steven L. Dobbs - Consultant		
6	Contact person daytime phone(s): 863-634-0194		
PROPERTY INFORMATION			
7	Property address/directions to property: From SR 70 and 441, head north on 441, turn right at NE 3rd Street, the project will be on the left after NE 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: 2.066 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? Yes		
13	Describe uses on adjoining property to the North: North: Vacant East: House of Worship South: Commercial West: Commercial		
14	Existing zoning: Res Single Family One Future Land Use classification: Commercial		
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: 3-15-37-35-0010-01210-0060, 3-15-37-35-0010-01210-0040, 3-15-37-35-0010-01210-0030, 3-15-37-35-0010-01210-0010, 3-15-37-35-0010-01210-0070, 3-15-37-35-0010-01210-0090, 3-15-37-35-0010-01210-0100, and 3-15-37-35-0010-01210-0120		

REQUIRED ATTACHMENTS	
✓ 18	Applicant's statement of interest in property: Contract Purchaser
✓ 19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
✓ 20	Last recorded warranty deed: November 20, 2018
✓ 21	Notarized letter of consent from property owner (if applicant is different from property owner)
✓ 22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
✓ 23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
✓ 24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

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

Signature

Mitch Stephens

Printed Name

Mitch Stephens

Date

4/2/2021

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

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

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

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

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

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

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

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

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

Glenwood Villages

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 2.066 acres site is currently zoned Residential Single Family One, and the surrounding properties are zoned Light Commercial, Commercial, Residential Multiple Family, 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 east.

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

The proposed development of apartments on Residential Multiple Family zoned land 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 residential 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 west to Residential Single Family One to the east.

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 NE 4th Street, to the east by NE 3rd Avenue, to the north by NE 5th Street, and to the west by NE 2nd 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 ditches surrounding the property, but the best location to drain is in the southeast portion of the site, which flow down NE 4th Street to Taylor Creek. 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.

Glenwood Village

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

Mr. Mitch Stephens has a contract on this parcel that is owned by Corey and Desiree Penrod. The parcel is Block 121 of the City of Okeechobee, it is 2.07 acres of land between NE 2nd and 3rd Avenue and between NE 3rd and 4th Street. Mr. Stephens is proposing a change of zoning on the subject property. This property is located in Section 15, Township 37S, and Range 35E, with the property's parcel IDs 3-15-37-35-0010-01210-0060, 3-15-37-35-0010-01210-0040, 3-15-37-35-0010-01210-0030, 3-15-37-35-0010-01210-0010, 3-15-37-35-0010-01210-0070, 3-15-37-35-0010-01210-0090, 3-15-37-35-0010-01210-0100, and 3-15-37-35-0010-01210-0120. It is currently located in the City of Okeechobee with a current zoning of Residential Single Family One.


The primary intent of rezoning this parcel is to amend the zoning classification to Residential Multiple Family. The proposed zoning is compatible with adjacent lands at this location surrounded by Residential Single Family One, Light Commercial, Commercial, and Residential Multiple Family zoned lands.

This application requests the City to grant a change in zoning on this parcel from the existing Residential Single Family One to Residential Multiple Family. The property can be accessed off any of the streets listed above.

Mr. Stephens requests that the Planning Board recommend to the City Council to grant the requested zoning amendment of this parcel of land to Residential Multiple Family.

Parcel ID Number: 3-15-37-35-0010-01210-0070

Prepared by and return to:
Susie Burk
Okeechobee Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 36444


FILE NUM 2018013904
OR BK 816 PG 970
SHARON ROBERTSON, CLERK & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA
RECORDED 11/21/2018 02:00:48 PM
AMT \$105,000.00
RECORDING FEES \$27.00
DEED DOC \$735.00
RECORDED BY H Pinon
Pgs 970 - 972; (3 pgs)

Warranty Deed

This Indenture, Executed this November 20, 2018 A.D. Between

WANDA SUE WOLFORD, TRUSTEE OF THE EVA MAE WILLIAMS REVOCABLE LIVING TRUST F/K/A THE EVA MAE HAZELLIEF REVOCABLE LIVING TRUST UNDER AGREEMENT DATED SEPTEMBER 5, 1986, AS AMENDED JULY 27, 1994 AND SEPTEMBER 25, 1997

whose address is 1888 EAST RD, Jacksonville, Florida 32216, hereinafter called the grantor, to

SHAUN C. PENROD and DESIREE A. PENROD, HUSBAND and WIFE,

whose post office address is: 2437 SW 33rd Cir., Okeechobee, FL 34974, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

Parcel ID Number: 3-15-37-35-0010-01210-0070

Subject to covenants, restrictions, easements of record and taxes for the current year.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

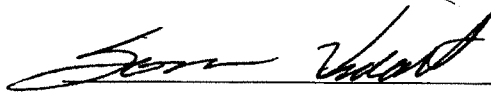
Signed, sealed and delivered in our presence:



Witness Printed Name **Sylvia E. Burk**



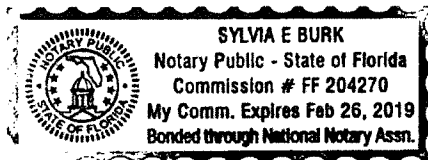
WANDA SUE WOLFORD, TRUSTEE (Seal)
Address: 1888 EAST RD, Jacksonville, Florida 32216

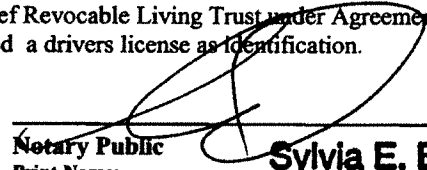


Witness Printed Name **SONSUN VIRKAITIS**

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this November 20, 2018, by WANDA SUE WOLFORD, TRUSTEE OF The Eva Mae Williams Revocable Living Trust F/K/A the Eva Mae Hazellief Revocable Living Trust under Agreement dated September 5, 1986, as amended July 27, 1994 and September 25, 1997, who produced a drivers license as identification.





Notary Public
Print Name: **Sylvia E. Burk**
My Commission Expires _____

Exhibit "A"

**LOTS 1 TO 12, INCLUSIVELY, BLOCK 121, CITY OF OKEECHOBEE, PLAT BOOK 5, PAGE 5,
OKEECHOBEE COUNTY, FLORIDA.**

COPY

File Number: 36444

**Legal Description with Non Homestead
Closer's Choice**

CITY OF OKEECHOBEE
55 SE 3RD AVENUE
OKEECHOBEE, FL 34974
TELE: 863-763-3372 FAX: 863-763-1686
LAND USE POWER OF ATTORNEY

Name of Property Owners: Corey and Desiree Penrod		
Mailing Address: 2437 SW 33rd Circle Okeechobee, FL 34974		
Home Telephone:	Work:	Cell: 863-634-0546
Property Address: 200 block NE 3rd Street Okeechobee, FL 34972		
Parcel ID Number: 3-15-37-35-0010-01210-0060, 3-15-37-35-0010-01210-0040, 3-15-37-35-0010-01210-0030, 3-15-37-35-0010-01210-0010, 3-15-37-35-0010-01210-0070, 3-15-37-35-0010-01210-0090, 3-15-37-35-0010-01210-0100, and 3-15-37-35-0010-01210-0120		
Name of Applicant: Mitch Stephens		
Home Telephone:	Work:	Cell: 919-201-9913

The undersigned, being the record title owner(s) of the real property described above, do hereby grant unto the applicant stated above the full right and power of attorney to make application to the City of Okeechobee to change the land use of said property. This land use change may include rezoning of the property, the granting of special exception or variances, and appeals of decisions of the Planning Department. It is understood that conditions, limitations and restrictions may be place upon the use or operation of the property. Misstatements upon application or in any hearing may result in the termination of any special exception or variance and a proceeding to rezone the property to the original classification. This power of attorney may be terminated only by a written and notarized statement of such termination effective upon receipt by the Planning Department.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS ____
DAY OF 3/31 2021.

[Signature]
OWNER


WITNESS

OWNER

WITNESS

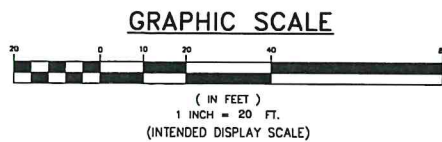
STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of March, 2021, by Shawn C. Penrod,
(Name of Person)
who is personally known to me or produced _____ as identification.

 **STEVEN L. DOBBS**
MY COMMISSION # HH49765
EXPIRES: October 01, 2024

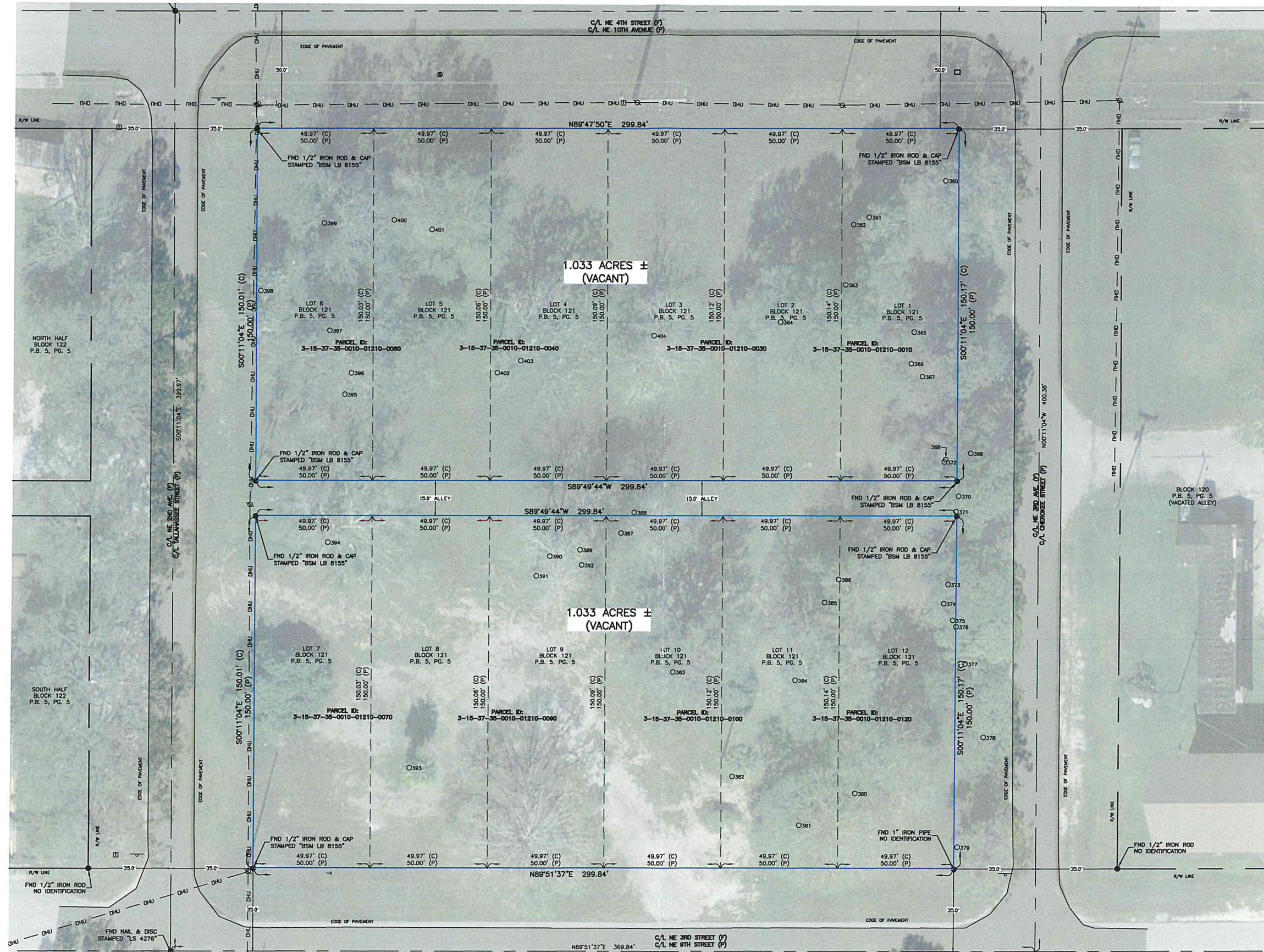
[Signature]
NOTARY PUBLIC SIGNATURE

#22



BOUNDARY SURVEY
LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST

MATCH CENTERLINE OF 4TH AVENUE TO SHEET 2



BOUNDARY SURVEY							
NE 4TH STREET							
OKEECHOBEE, FLORIDA 34972							
CAD	2-1/2" DRAWING & ASSOCIATES, INC., 2021/11/13-108 AND 309 AC. 4TH ST. & PERMANE BLVD. TO SOUTH/PERMANE						
REF	2-1/2" DRAWING & ASSOCIATES, INC., 2021/11/13-108 AND 309 AC. 4TH ST. & PERMANE BLVD. TO SOUTH/PERMANE						
FLD	HW, DF	FB/PG.	BSM	#B/20			
OFF	BHM				DATE	03/18/21	
CAD	REB				SHEET	3 OF 3	
					DWG	21-109 SURVEY	
					DATE:		
					REVISIONS:		
					REV.		

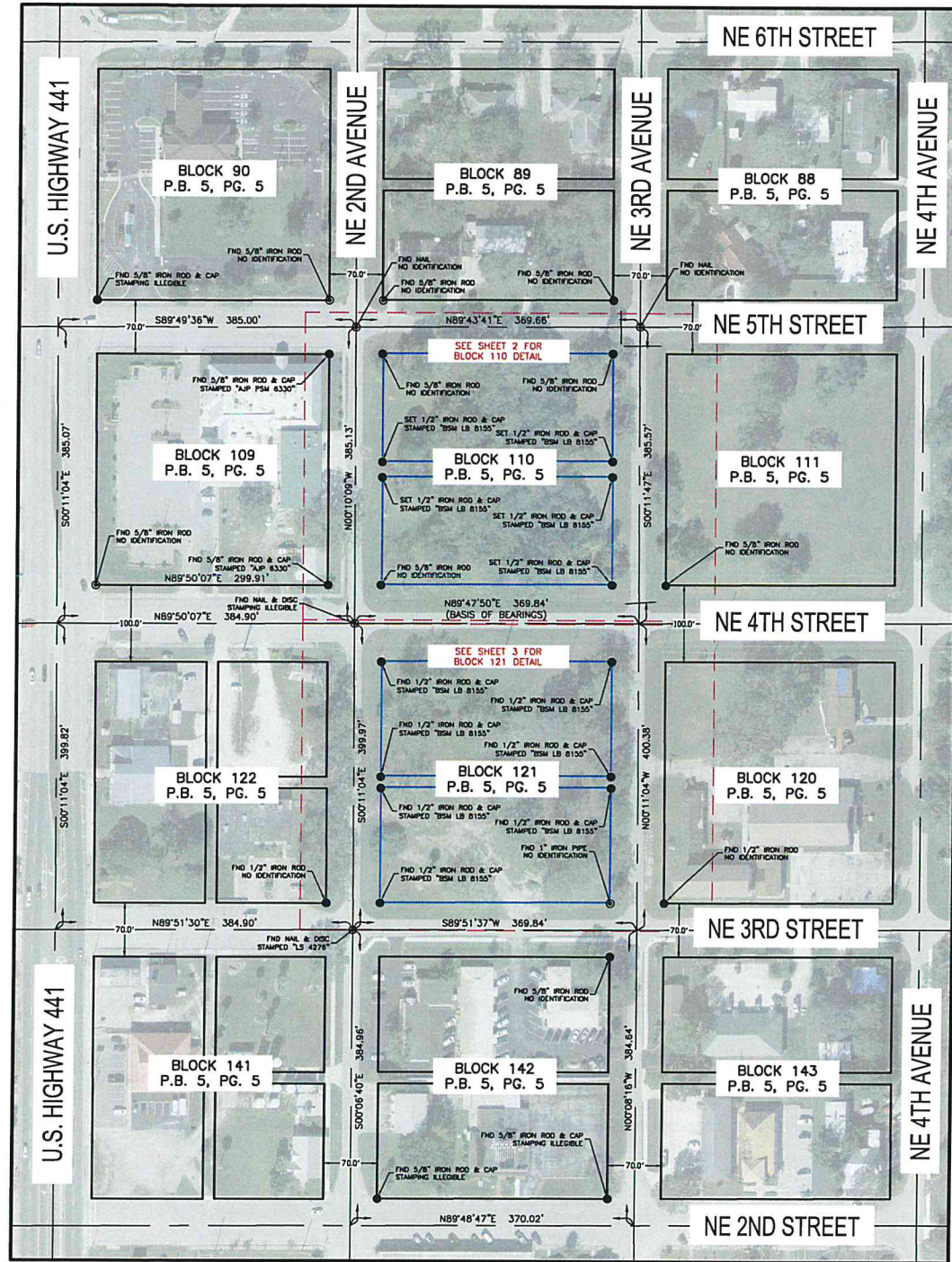
Z:\My Drive\BSM & ASSOCIATES, INC\2021\21-109 BND 309 NE 4TH ST & PENROD BLOCK TO SOUTH\DRAWING\21-109 SURVEY.dwg SHEET 3 Mar 26, 2021

BOUNDARY SURVEY

LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST

SEE SHEETS 2 AND 3 FOR TREE LOCATIONS

BOUNDARY RESOLUTION
(1 INCH = 100 FEET)



POINT ID	TREE SIZE	TREE TYPE
217	26"	OAK
218	14"	PINE
219	16"	CABBAGE PALM
220	16"	CABBAGE PALM
221	10"	PINE
222	10"	PINE
223	14"	PINE
224	18"	OAK
225	14"	OAK
226	18"	OAK
227	12"	OAK
228	18"	OAK
229	14"	OAK
230	14"	OAK
231	14"	OAK
232	14"	UNK
233	10"	OAK
234	12"	OAK
235	16"	PINE
236	12"	OAK
237	10"	OAK
238	36"	OAK
239	16"	OAK
240	18"	OAK
241	24"	OAK
242	18"	OAK
243	22"	OAK
244	16"	PINE
245	18"	OAK
246	24"	PINE
247	24"	OAK
248	32"	OAK
249	20"	OAK
250	22"	PINE
251	18"	OAK
252	16"	OAK
253	22"	PINE
254	12"	CABBAGE PALM
255	18"	OAK
256	12"	OAK

POINT ID	TREE SIZE	TREE TYPE
257	16"	CABBAGE PALM
258	18"	PINE
259	48"	OAK
260	30"	UNK
261	16"	CABBAGE PALM
262	16"	MAPLE
263	24"	OAK
264	16"	MAPLE
265	12"	MAPLE
266	14"	CABBAGE PALM
267	14"	OAK
268	10"	OAK
269	14"	OAK
270	14"	OAK
271	20"	OAK
272	16"	OAK
273	24"	OAK
274	12"	OAK
275	32"	OAK
276	20"	OAK
277	14"	OAK
278	12"	OAK
279	16"	OAK
280	12"	OAK
281	16"	PINE
282	14"	OAK
283	18"	OAK
284	12"	CABBAGE PALM
285	12"	OAK
286	14"	OAK
287	10"	UNK
288	18"	OAK
289	20"	OAK
290	10"	OAK
291	14"	OAK
292	12"	OAK
293	16"	OAK
294	16"	OAK
295	16"	OAK
296	10"	OAK

POINT ID	TREE SIZE	TREE TYPE
297	10"	OAK
298	32"	OAK
299	24"	OAK
300	36"	OAK
301	12"	OAK
302	14"	OAK
303	12"	OAK
304	12"	OAK
305	20"	OAK
306	16"	OAK
307	18"	OAK
308	16"	OAK
309	16"	OAK
310	12"	PINE
311	12"	CABBAGE PALM
312	14"	CABBAGE PALM
313	14"	OAK
314	14"	CABBAGE PALM
315	10"	OAK
316	16"	PINE
317	12"	OAK
318	16"	OAK
319	12"	OAK
320	20"	OAK
321	12"	OAK
322	14"	OAK
323	12"	OAK
324	18"	OAK
325	14"	OAK
326	12"	CABBAGE PALM
327	14"	OAK
328	12"	OAK
329	14"	OAK
330	24"	OAK
331	36"	OAK
332	14"	CABBAGE PALM
333	22"	OAK
334	22"	OAK
335	12"	CABBAGE PALM
336	24"	OAK

POINT ID	TREE SIZE	TREE TYPE
337	16"	OAK
338	12"	CABBAGE PALM
339	18"	OAK
340	14"	UNK
341	22"	OAK
342	16"	OAK
343	16"	OAK
344	22"	OAK
345	10"	OAK
346	10"	OAK
347	16"	OAK
348	24"	OAK
349	14"	CABBAGE PALM
350	14"	CABBAGE PALM
351	10"	CABBAGE PALM
352	14"	CABBAGE PALM
353	12"	CABBAGE PALM
354	12"	CABBAGE PALM
355	12"	CABBAGE PALM
356	12"	CABBAGE PALM
357	14"	PINE
358	14"	CABBAGE PALM
359	34"	OAK
360	42"	OAK
361	12"	CABBAGE PALM
362	14"	CABBAGE PALM
363	18"	OAK
364	36"	OAK
365	36"	OAK
366	14"	PINE
367	24"	OAK
368	16"	OAK
369	20"	OAK
370	10"	OAK
371	30"	PINE
372	14"	OAK
373	12"	OAK
374	20"	PINE
375	12"	CABBAGE PALM
376	16"	PINE

POINT ID	TREE SIZE	TREE TYPE
377	20"	PINE
378	26"	OAK
379	22"	PINE
380	24"	OAK
381	32"	OAK
382	18"	CABBAGE PALM
383	28"	OAK
384	24"	OAK
385	14"	CABBAGE PALM
386	16"	OAK
387	14"	UNK
388	12"	UNK
389	16"	OAK
390	12"	UNK
391	12"	UNK
392	16"	OAK
393	14"	CABBAGE PALM
394	36"	OAK
395	14"	OAK
396	60"	OAK
397	24"	OAK
398	12"	CABBAGE PALM
399	36"	OAK
400	18"	OAK
401	36"	OAK
402	14"	CABBAGE PALM
403	32"	UNK
404	36"	UNK

SURVEYOR'S NOTES:

- THE SURVEY DATE IS MARCH 18, 2021.
- THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 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.
- BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS THE CENTERLINE OF NORTHEAST 4TH STREET BETWEEN BLOCKS 110 AND 121, SAID LINE BEARS N 89°47'50" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE LEGAL DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS BASED ON THE DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 786, PAGE 1593, AND OFFICIAL RECORDS BOOK 816, PAGE 970 AS RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
- THIS SURVEY DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM OKEECHOBEE COUNTY PROPERTY APPRAISER OFFICE AND PER PLAT.
- AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM (LABINS) DATED 2018 AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA MAP NUMBER 12093C, PANEL NUMBER 0485C, WITH AN EFFECTIVE DATE OF 07/16/15.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM OF THE FOLLOWING PARTIES:
1) MITCHELL STEWART, INC. 7074
2) STEVEN DORRIS ENGINEERING, LLC.

FOR THE FIRM OF BSM & ASSOCIATES, INC. STATE OF FLORIDA

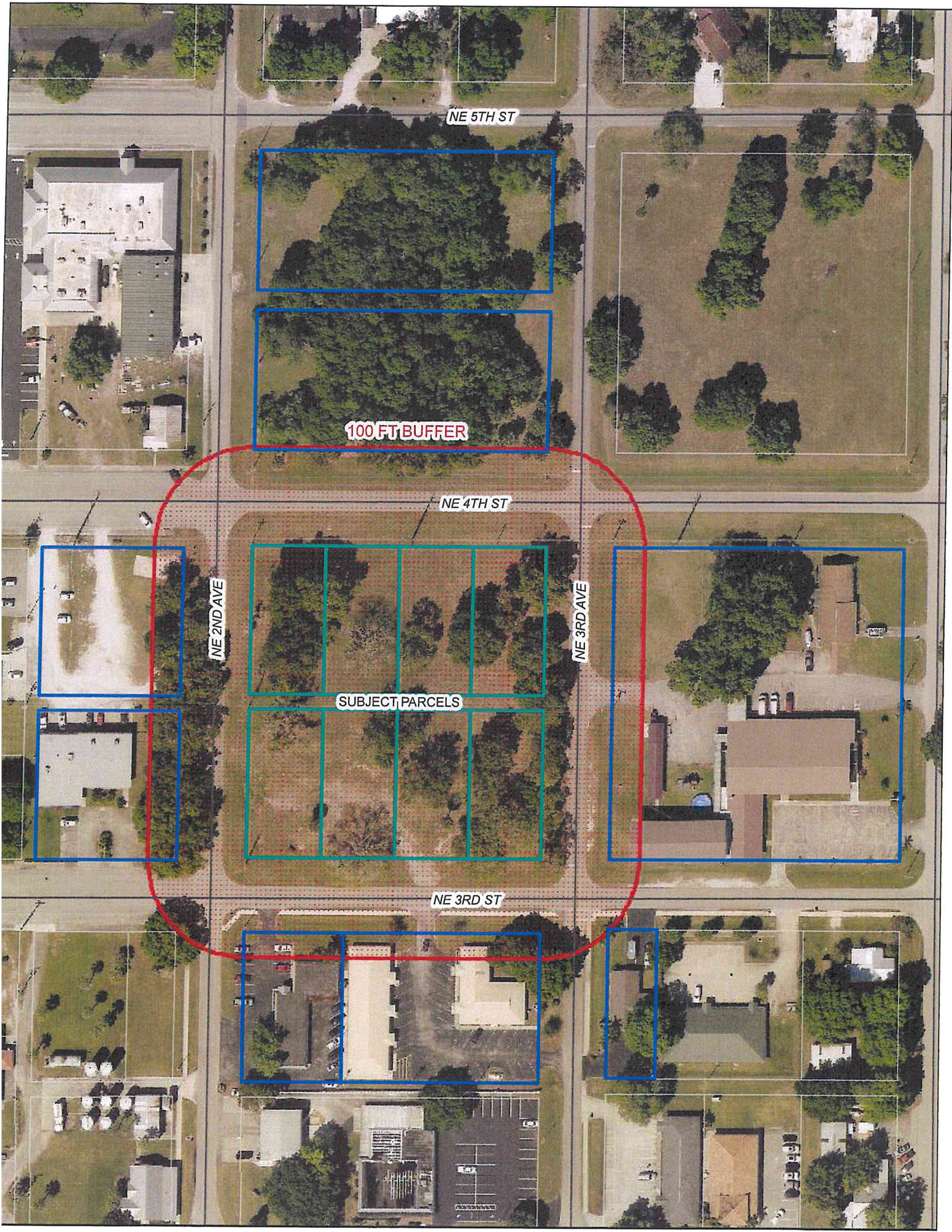
RICHARD E. BARNES, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 7074



BOUNDARY SURVEY	DATE: 03/18/21	DATE: 03/18/21
NE 4TH STREET	DATE: 03/18/21	DATE: 03/18/21
OKEECHOBEE, FLORIDA 34972	DATE: 03/18/21	DATE: 03/18/21

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-15-37-35-0010-00880-0040	WILLIAMSON JOHN	1200 NE 96TH ST		OKEECHOBEE	FL	34972-0505
3-15-37-35-0010-00880-0060	MITCHELL RONALD	1105 SW 4TH ST		OKEECHOBEE	FL	34974
3-15-37-35-0010-00880-0070	ENTRY MARIE	500 NE 3RD AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00880-0100	SKYLINE RENOVATION SERVICES LLC	5276 JOG LN		DELRAY BEACH	FL	33484-6650
3-15-37-35-0010-00890-0010	LMXN HOLDINGS LLC	1887 SW 8TH ST		OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00890-0040	LMXN HOLDINGS LLC	1887 SW 8TH ST		OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00890-0060	COLT PENNY M	1601 SW 35TH CIR		OKEECHOBEE	FL	34974
3-15-37-35-0010-00890-0070	VILLEDA BAUDILIO	201 NE 5TH ST		OKEECHOBEE	FL	34972-2605
3-15-37-35-0010-00890-0090	II PARTNERS INC	P O BOX 2293		OKEECHOBEE	FL	34973-2293
3-15-37-35-0010-00890-0110	LMXN HOLDINGS LLC	1887 SW 8TH ST		OKEECHOBEE	FL	34974-3910
3-15-37-35-0010-00900-0010	TAMAL PROPERTIES LLC	152 PORGEE ROCK PL		JUPITER	FL	33458-1634
3-15-37-35-0010-00900-0070	TAMAL PROPERTIES LLC	152 PORGEE ROCK PL		JUPITER	FL	33458-1634
3-15-37-35-0010-01080-0040	MONTESI CRAIG SR	10143 CULPEPPER CT		ORLANDO	FL	32836-6340
3-15-37-35-0010-01090-0010	LAKE REAL ESTATE HOLDINGS LLC	400 N PARROTT AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01100-0010	JKST HOLDINGS LLC	PO BOX 873		PORT SALERNO	FL	34992-0873
3-15-37-35-0010-01110-0010	CHURCH OF GOD	301 NE 4TH AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01120-0010	FT DRUM CORPORATION	PO BOX 1177		OKEECHOBEE	FL	34973-1177
3-15-37-35-0010-01190-0010	FT DRUM CORPORATION	PO BOX 1177		OKEECHOBEE	FL	34973-1177
3-15-37-35-0010-01190-0030	CANCINO MARIA	406 NE 4TH ST		OKEECHOBEE	FL	34972-2606
3-15-37-35-0010-01190-0060	KENNEDY ARTHUR GREGORY	2328 SW 13TH ST		OKEECHOBEE	FL	34974
3-15-37-35-0010-01190-0070	ROSE DARLA J	1411 SW 7TH AVE		OKEECHOBEE	FL	34974-5044
3-15-37-35-0010-01190-0090	N & A CONSTRUCTION INC	150 FULMAR TER		OKEECHOBEE	FL	34974
3-15-37-35-0010-01200-0010	CHURCH OF GOD	301 NE 4TH AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01220-0010	OKEECHOBEE PRESBYTERIAN	312 N PARROTT AVE		OKEECHOBEE	FL	34972-2933
3-15-37-35-0010-01220-0040	OKEECHOBEE PRESBYTERIAN CHURCH	312 N PARROTT AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01220-0060	OKEECHOBEE PRESBYTERIAN CHURCH	312 N PARROTT AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01220-0080	GREENBERGER JANIS	P O BOX 1092		OKEECHOBEE	FL	34973-1092
3-15-37-35-0010-01220-0100	SENIORS R ABLE INC	PO BOX 759		OKEECHOBEE	FL	34973-0759
3-15-37-35-0010-01230-0010	SHAMROCK MAX LLC	PO BOX 625		OKEECHOBEE	FL	34973-0625
3-15-37-35-0010-01230-0050	CBC PROPERTIES LLC	301 NW 4TH AVE		OKEECHOBEE	FL	34972-2552
3-15-37-35-0010-01400-0010	205 N PARROT AVE HOLDINGS LLC	2740 SW MARTIN DOWNS BLVD-#247		PALM CITY	FL	34990
3-15-37-35-0010-01410-0010	WALPOLE EDWIN E III REV LIV TR	P O BOX 1177		OKEECHOBEE	FL	34973
3-15-37-35-0010-01410-0020	WALPOLE INC	P O BOX 1177		OKEECHOBEE	FL	34973-1177
3-15-37-35-0010-01410-0040	KIRCHMAN OIL COMPANY	P O BOX 1625		BELLE GLADE	FL	33430-6625
3-15-37-35-0010-01410-0060	WILLIAMS HAYNES E REV TRUST	206 N PARROTT AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01410-0080	WILLIAMS SUSAN E REV TRUST	206 N PARROTT AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-01410-0100	WALPOLE INC	P O BOX 1177		OKEECHOBEE	FL	34973-1177
3-15-37-35-0010-01420-0010	MARK J TENNISWOOD DMD PA	208 NE 3RD ST		OKEECHOBEE	FL	34972-2947
3-15-37-35-0010-01420-0050	SLOAN & RILEY HOLDINGS LLC	202 NE 3RD ST		OKEECHOBEE	FL	34972-2947
3-15-37-35-0010-01420-0070	205 OKEECHOBEE LLC	205 NE 2ND ST		OKEECHOBEE	FL	34972-2974

3-15-37-35-0010-01430-0010	HORNER WANDA	211 NE 4TH AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-01430-0030	THERAPY CENTER OF OKEECHOBEE I	637 SE 74TH AVE	OKEECHOBEE	FL	34974
3-15-37-35-0010-01430-0060	PENROD CONSTRUCTION COMPANY	P O BOX 3166	OKEECHOBEE	FL	34973-3166
3-15-37-35-0010-01430-0070	GRETCHEN ROBERTSON INVESTMENT	309 NE 2ND ST	OKEECHOBEE	FL	34972-2976
3-15-37-35-0010-01430-0090	GRETCHEN ROBERTSON INVESTMENT	309 NE 2ND ST	OKEECHOBEE	FL	34972
3-15-37-35-0010-01430-0110	BELLA ROSE DAY SPA & SALON LLC	311 NE 2ND ST	OKEECHOBEE	FL	34972-2976
3-15-37-35-0010-01440-0030	RODRIGUEZ SOBEIDA	111 W 33RD ST	HIALEAH	FL	33012
3-15-37-35-0010-01440-0040	WILLIAMS MICHAEL JAMES	161 MILTON DR	PADUCAH	KY	42003-5574
3-15-37-35-0010-01440-0070	COLIN M CAMERON ESQ PA	200 NE 4TH AVE	OKEECHOBEE	FL	34972-2981
3-15-37-35-0010-01520-0010	REGIONS BANK	250 RIVERCHASE PKWY STE 600	BIRMINGHAM	AL	35244
3-15-37-35-0010-01520-0040	LAKE O PARTNERS INC	110 NE 3RD AVE	OKEECHOBEE	FL	34972
3-15-37-35-0010-01530-0010	HOOVER SUSANNE C	P O BOX 78	OKEECHOBEE	FL	34973
3-15-37-35-0010-01530-0020	BROWN MICHAEL G	P O BOX 120	OKEECHOBEE	FL	34973-0120
3-15-37-35-0010-01530-0030	PALM PLAZA OF OKEECHOBEE INC	PO BOX 986	OKEECHOBEE	FL	34973-0986
3-15-37-35-0010-01540-0010	SPIRIT CV OKEECHOBEE FL LLC	%CVS #3237-01/OCC EXP DEPT	1 CVS DRIVE	WOONSOCKET	RI 02895-6146



Petition No. 21-003R

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 March 23, 2021 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 2ND day of April, 2021.

Mitch Stephens
Signature of Applicant

4/2/2021
Date

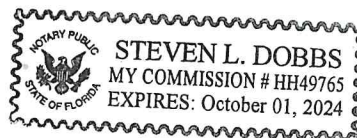
Mitch Stephens

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 2ND day of April, 2021, by Mitch Stephens, who is personally known to me or produced _____ as identification.



Steven L. Dobbs
Notary Public Signature

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0010 (33814)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Result: 6 of 18

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 4TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 1 & EAST 1/2 OF LOT 2 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

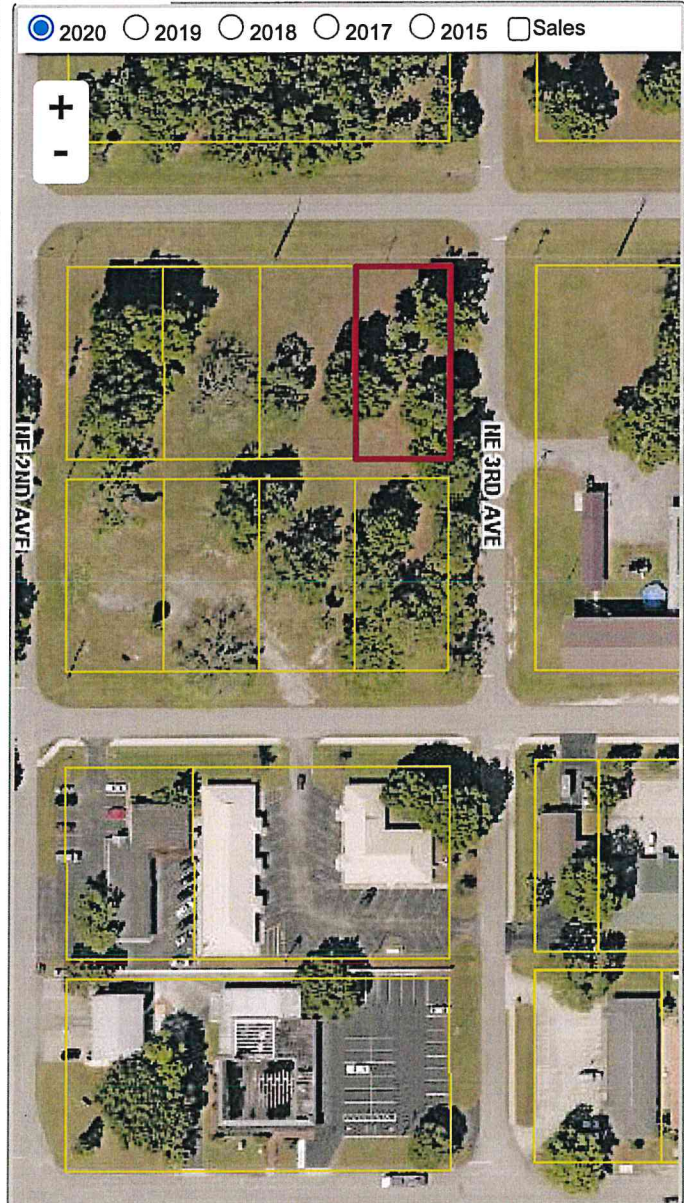
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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
11/20/2018	\$105,000	0816/0970	WD	V	Q	03
10/27/1997	\$0	0398/0544	WD	V	U	03
5/1/1987	\$0	0286/1692	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

--	--	--	--	--	--	--

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0030 (33815)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 4TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 3 & WEST 1/2 OF LOT 2 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

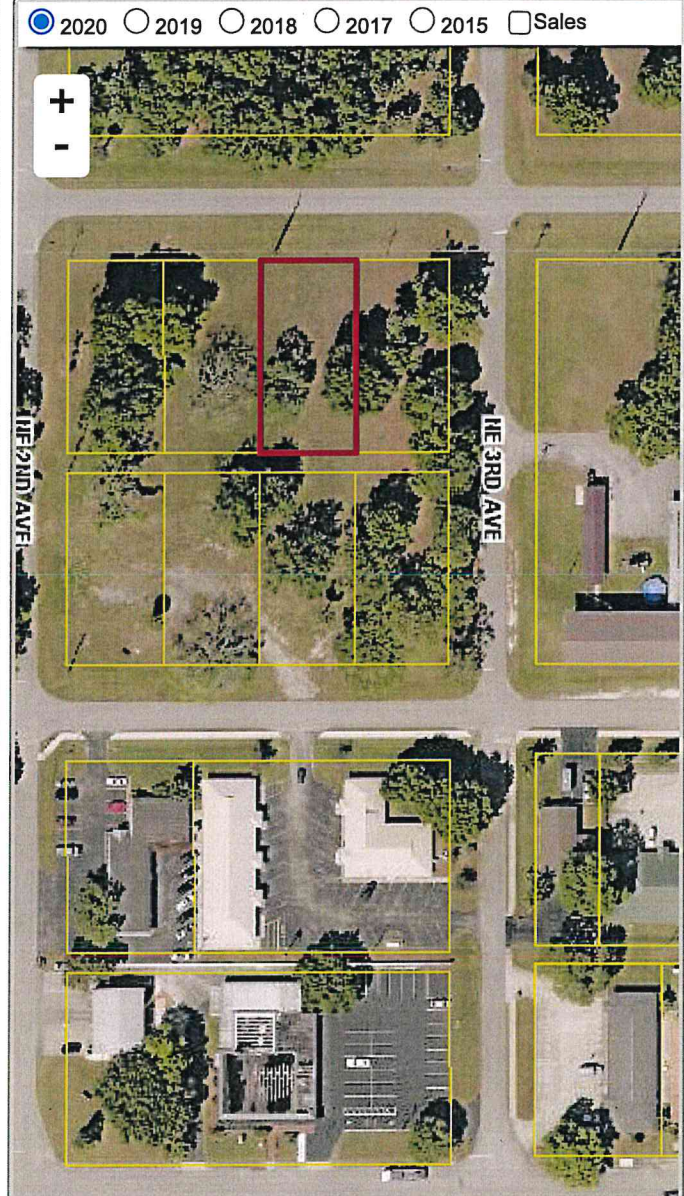
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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
11/20/2018	\$105,000	0816/0970	WD	V	Q	03
10/27/1997	\$0	0398/0544	WD	V	U	03
5/1/1987	\$0	0286/1692	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0040 (33816)** >>**Owner & Property Info**

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 4TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 4 & EAST 1/2 OF LOT 5 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

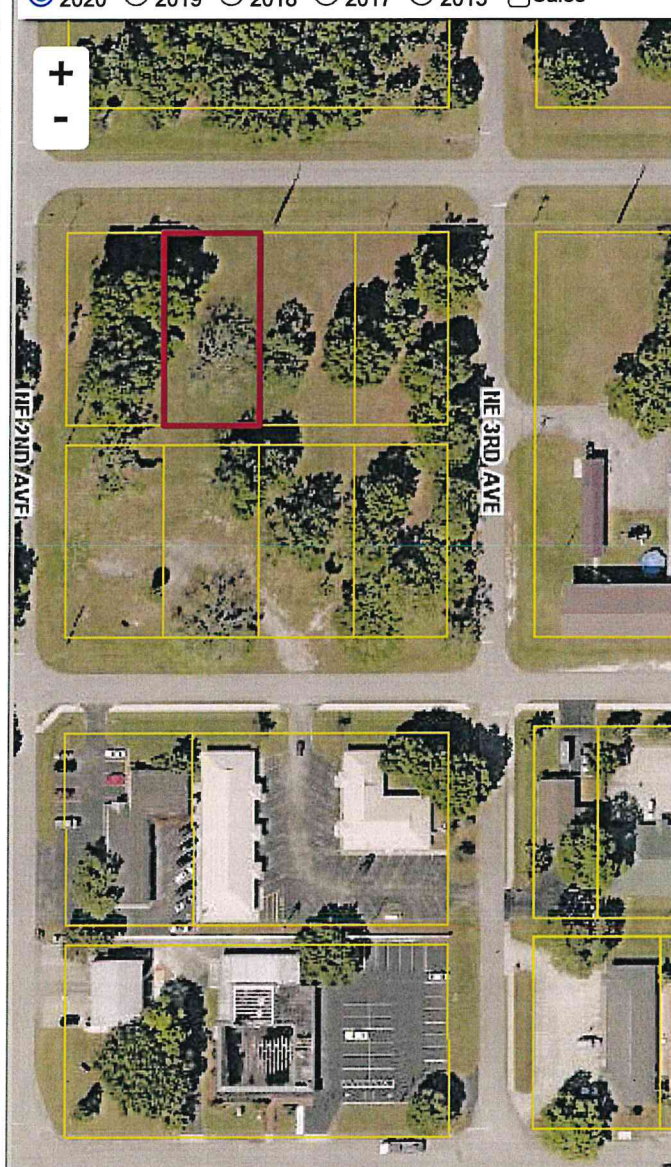
**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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.

Aerial Viewer Pictometry Google Maps

☒ 2020 ☐ 2019 ☐ 2018 ☐ 2017 ☐ 2015 ☐ Sales
**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
11/20/2018	\$105,000	0816/0970	WD	V	Q	03
10/27/1997	\$0	0398/0544	WD	V	U	03
5/1/1987	\$0	0286/1692	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

--	--	--	--	--	--	--

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0060 (33817)** >>**Owner & Property Info**

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 4TH ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 6 & WEST 1/2 OF LOT 5 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

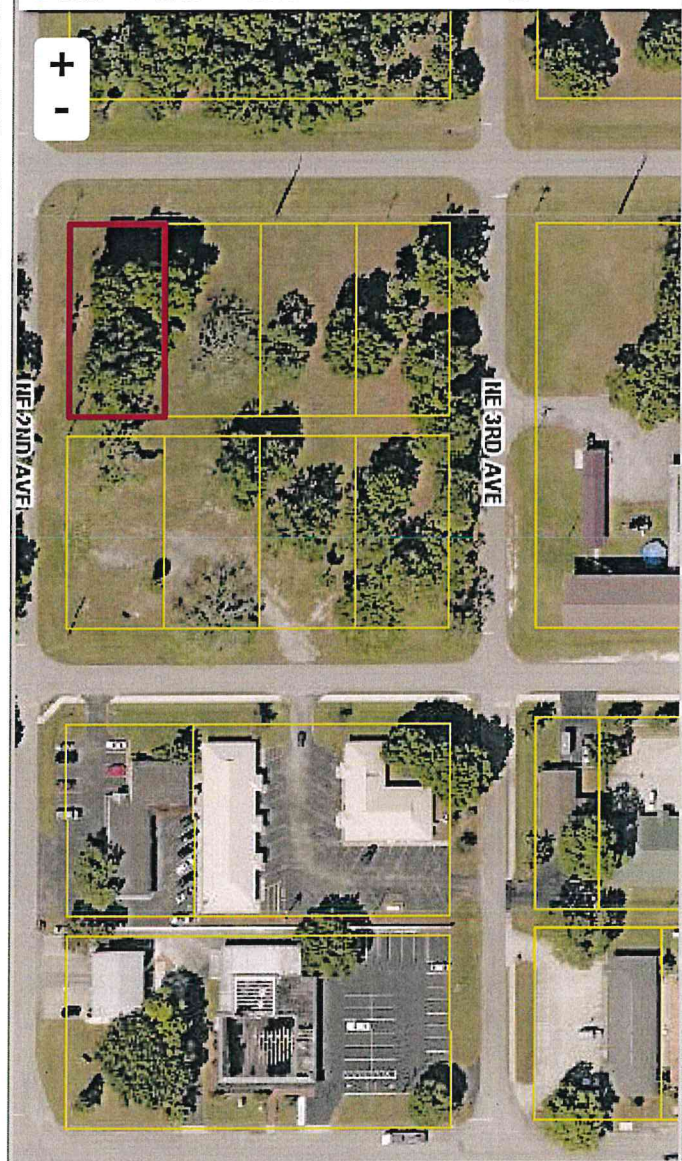
**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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.

Aerial Viewer Pictometry Google Maps

☒ 2020 ☐ 2019 ☐ 2018 ☐ 2017 ☐ 2015 ☐ Sales
**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
11/20/2018	\$105,000	0816/0970	WD	V	Q	03
10/27/1997	\$0	0398/0544	WD	V	U	03
5/1/1987	\$0	0286/1692	WD	V	U	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

--	--	--	--	--	--	--

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0120 (33821)** >>

Aerial Viewer Pictometry Google Maps

☒ 2020 ☐ 2019 ☐ 2018 ☐ 2017 ☐ 2015 ☐ Sales**Owner & Property Info**

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 3RD ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 12 & EAST 1/2 OF LOT 11 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

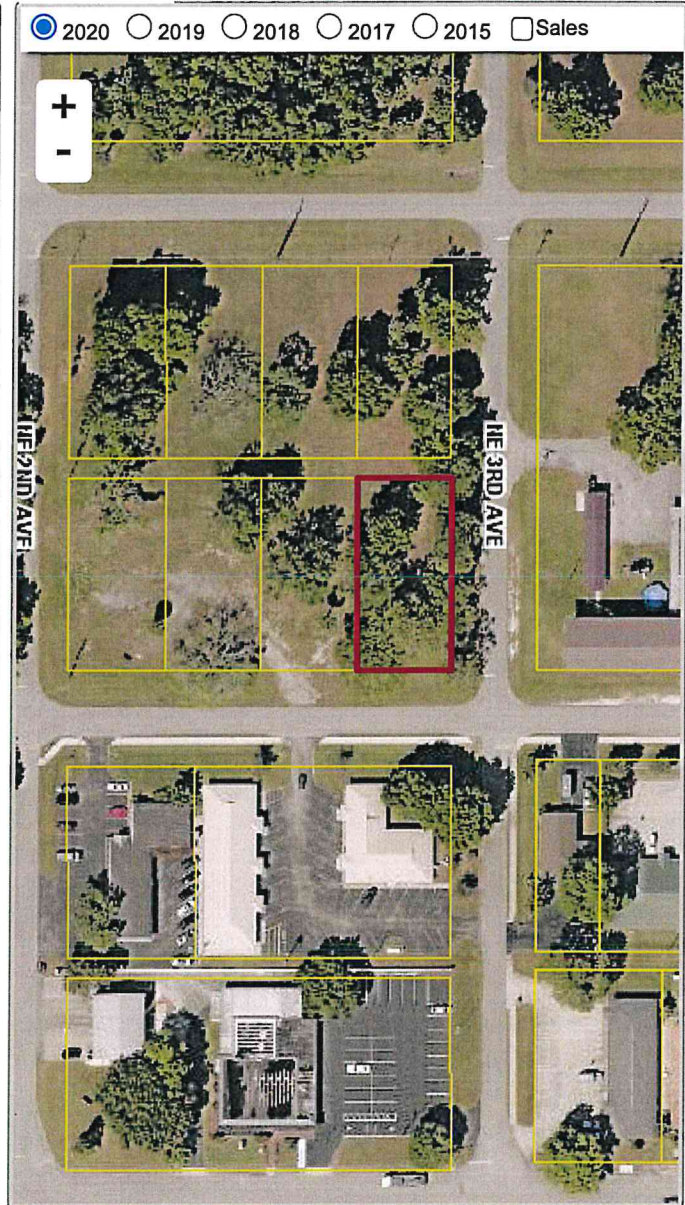
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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
11/20/2018	\$105,000	0816/0970	WD	V	Q	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
067NP9	NO SIDE ST (MKT)	75.000 FF (0.258 AC)	1.0000/.8900 1.0000/ /	\$285 /FF	\$21,360

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0100 (33820)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 3RD ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 10 & WEST 1/2 OF LOT 11 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

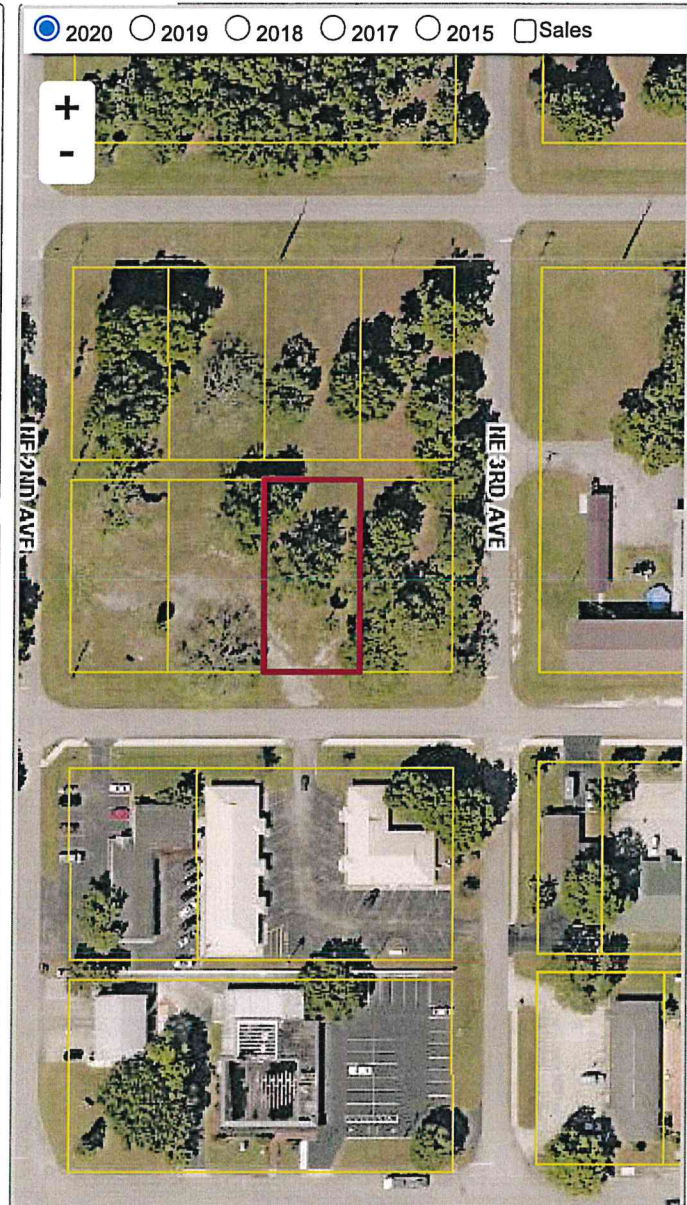
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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
11/20/2018	\$105,000	0816/0970	WD	V	Q	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
067NP9	NO SIDE ST (MKT)	75.000 FF (0.258 AC)	1.0000/.8900 1.0000/ /	\$285 /FF	\$21,360

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0090 (33819)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 3RD ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 9 & EAST 1/2 OF LOT 8 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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
11/20/2018	\$105,000	0816/0970	WD	V	Q	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
067NP9	NO SIDE ST (MKT)	75.000 FF (0.258 AC)	1.0000/.8900 1.0000/ /	\$285 /FF	\$21,360

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2020 Certified Values

updated: 4/8/2021

Parcel: << **3-15-37-35-0010-01210-0070 (33818)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	PENROD SHAUN C PENROD DESIREE A 2437 SW 33RD CIR OKEECHOBEE, FL 34974-5723		
Site	NE 3RD ST, OKEECHOBEE		
Description*	CITY OF OKEECHOBEE (PLAT BOOK 1 PAGE 10 & PLAT BOOK 5 PAGE 5) LOT 7 & WEST 1/2 OF LOT 8 BLOCK 121		
Area	0.258 AC	S/T/R	15-37-35
Use Code**	VACANT COMMERCIAL (1000)	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

2019 Certified Values		2020 Certified Values	
Mkt Land	\$21,026	Mkt Land	\$21,360
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$21,026	Just	\$21,360
Class	\$0	Class	\$0
Appraised	\$21,026	Appraised	\$21,360
SOH Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$21,026	Assessed	\$21,360
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$21,026 city:\$21,026 other:\$21,026 school:\$21,026	Total Taxable	county:\$21,360 city:\$21,360 other:\$21,360 school:\$21,360

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
11/20/2018	\$105,000	0816/0970	WD	V	Q	03

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

▼ Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
067NP9	NO SIDE ST (MKT)	75.000 FF (0.258 AC)	1.0000/.8900 1.0000/ /	\$285 /FF	\$21,360



Staff Report

Rezoning Request

Prepared for: *The City of Okeechobee*

Applicant: *Mitch Stephens*

Address: *200 NE 3rd Street*

Petition No.: *21-003-R*

Request: *Change from Residential Single Family
to Residential Multiple Family*

General Information

Applicant	Mitch Stephens 17705 Middlebrook Way Boca Raton, FL 33496 mitchstephens@gmail.com 919.201.9913
Owner	Shaun Corey and Desiree Penrod 2437 SW 33rd Circle Okeechobee, FL 33974 penrodconstruction@gmail.com 863.634.0546
Site Address	200 NE 3rd Street
Parcel Identification	3-15-37-35-0010-01210-0060; 3-15-37-35-0010-01210-0040 3-15-37-35-0010-01210-0030; 3-15-37-35-0010-01210-0010 3-15-37-35-0010-01210-0070; 3-15-37-35-0010-01210-0090 3-15-37-35-0010-01210-0100; 3-15-37-35-0010-01210-0120 Lots 1 to 12 Block 121
Contact Person	Steven L. Dobbs
Contact Phone Number	863.824.7644
Contact Email Address	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 an application to rezone a 2.066 acre parcel located at 200 NE 3rd Street from Residential Single Family to Residential Multiple Family.

The subject property is designated Commercial on the Future Land Use Map. The applicant is also requesting a small scale map amendment to change the property from Commercial to Multi-family Residential. This request has been submitted with several other concurrent requests:

- 1) FLUM change from Commercial to Multi-family for this subject property
- 2) Vacation of the 4,500 square foot alley which runs through this subject property
- 3) FLUM change from Commercial to Multi-family for adjacent block 110 to the north of this subject property
- 4) Rezoning from Light Commercial to Residential Multiple Family for adjacent block 110 to the north of this subject property
- 5) Vacation of the alley which runs through adjacent block 110 to the north of this subject property

The applicant has stated that if approval is granted for these requests, the goal is to build multi-family structures at the maximum possible density.

Future Land Use, Zoning and Existing Use

	Existing	Proposed
Future Land Use	Commercial	Multi-Family Residential
Zoning	Residential Single Family	Residential Multiple Family
Use of Property	Vacant	Multi-Family rental apartments
Acreage	2.066 acres	2.066 acres

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

North	Future Land Use	Commercial (Proposed change to Multifamily)
	Zoning	Light Commercial (Proposed change to Multifamily)
	Existing Use	Vacant (Proposed Multifamily)
East	Future Land Use	Commercial and Single Family Residential
	Zoning	Commercial Professional Office and Residential Single Family
	Existing Use	House of Worship
South	Future Land Use	Commercial and Multifamily
	Zoning	Residential Multiple Family and Heavy Commercial
	Existing Use	Commercial
West	Future Land Use	Commercial
	Zoning	Heavy Commercial
	Existing Use	Commercial

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 Applicant'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 2.066 acres site is currently zoned Residential Single Family One, and the surrounding properties are zoned Light Commercial, Commercial, Residential Multiple Family, 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 east."

Staff Comment: The current zoning of Residential Single Family is not consistent with the current future land use designation of Commercial and is therefore contrary to the Comprehensive Plan requirements. If the applicant's request to change the future land use of this parcel from Commercial to Multi-family Residential is approved, then we agree that a rezoning to Residential Multiple Family will be consistent with the Future Land Use Map of the City's Comprehensive Plan.

Additionally, Policy 2.2 of the Future Land Use Element recommends that the City protect the use and value of private property from adverse impacts of incompatible land uses, activities and hazards; and Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas and shall discourage urban sprawl. Allowing single family development at this location within the City's commercial corridor is not consistent with this policy and objective.

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

Applicant Response: "The proposed development of apartments on Residential Multiple Family zoned land is specifically authorized under the proposed zoning district in the Land Development Regulations."

Staff Comment: Section 90-192(3) specifically lists multiple-family dwellings as a permitted use within the RMF 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 a residential use."

Staff Comment: The applicant's proposal to provide housing within the City's commercial corridor should provide increased support for the commercial uses along the corridor and throughout the Community. Additionally, development of this vacant land will increase the City's tax base, which also has a positive 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.*

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

Staff Comment: We agree that multi-family residential in this location provides a good transitional buffer between the existing commercial uses along the corridor and the church and predominantly single family residential neighborhood to the east.

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 development of these currently vacant parcels should have a positive impact on surrounding property values. Living conditions should only be improved by the addition of new housing which meets current building and zoning codes. Development and redevelopment of adjacent property will also be more likely with this opportunity to provide goods and services to the additional residents. Additionally, the increased setbacks that apply to commercial properties abutting residential will not be applicable, as the subject property is completely bounded by street rights-of-way and is not considered abutting to any other property.

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 NE 4th Street, to the east by NE 3rd Avenue, to the north by NE 5th Street, and to the west by NE 2nd Avenue ROW.”

Staff Comment: All current code requirements will be enforced at time of site plan approval; including setbacks and landscape buffering.

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 applicant has sufficiently demonstrated that public facilities will not be overburdened by an apartment development at this location.

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 ditches surrounding the property, but the best location to drain is in the southeast portion of the site, which flow down NE 4th Street to Taylor Creek. This project will not adversely affect public safety.”

Staff Comment: The traffic statement provided by the applicant indicates that multi-family development at the maximum allowable density is expected to generate approximately 140 daily vehicle trips, with 14 of those trips occurring during the PM peak hour. This is not a significant increase in vehicle trips for this location, which is in close proximity to US-441 and SR-70. All applicable drainage requirements will be enforced at time of site plan approval.

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 requested rezoning from Residential Single Family to Residential Multiple Family is reasonably compatible with adjacent uses, and consistent with the urbanizing pattern of the area. If the Applicant’s concurrent request to change the future land use designation of this property from Commercial to Multifamily Residential is approved then we also find this rezoning request to be consistent with the City’s Comprehensive Plan; and therefore recommend **Approval** of the Applicant’s rezoning request.

Submitted by:



Ben Smith, AICP
Sr. Planner

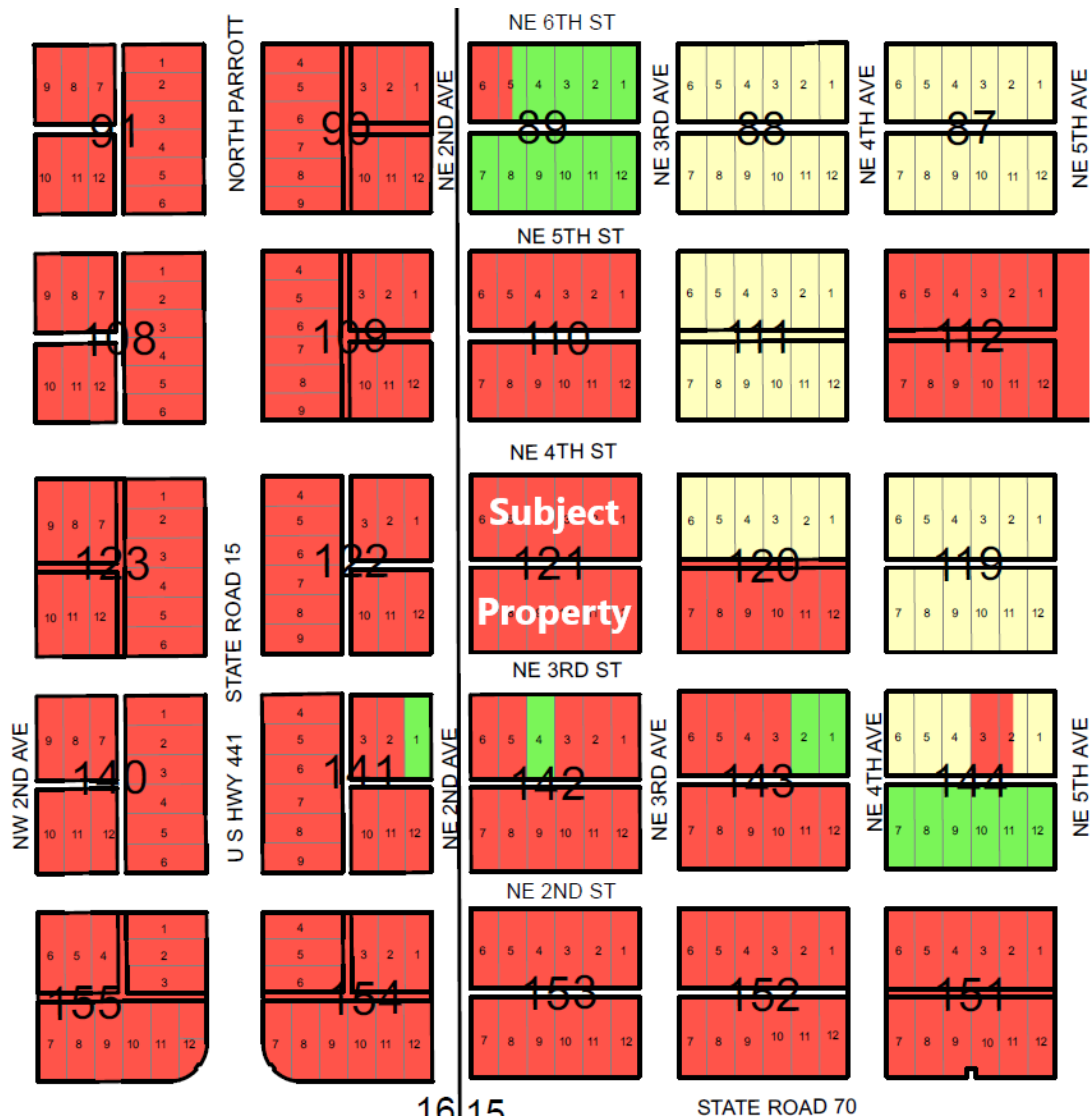
May 11, 2021

Planning Board Public Hearing: May 20, 2021

City Council Public Hearing: (tentative) June 15, 2021 and July 6, 2021

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

FUTURE LAND USE SUBJECT SITE AND ENVIRONS



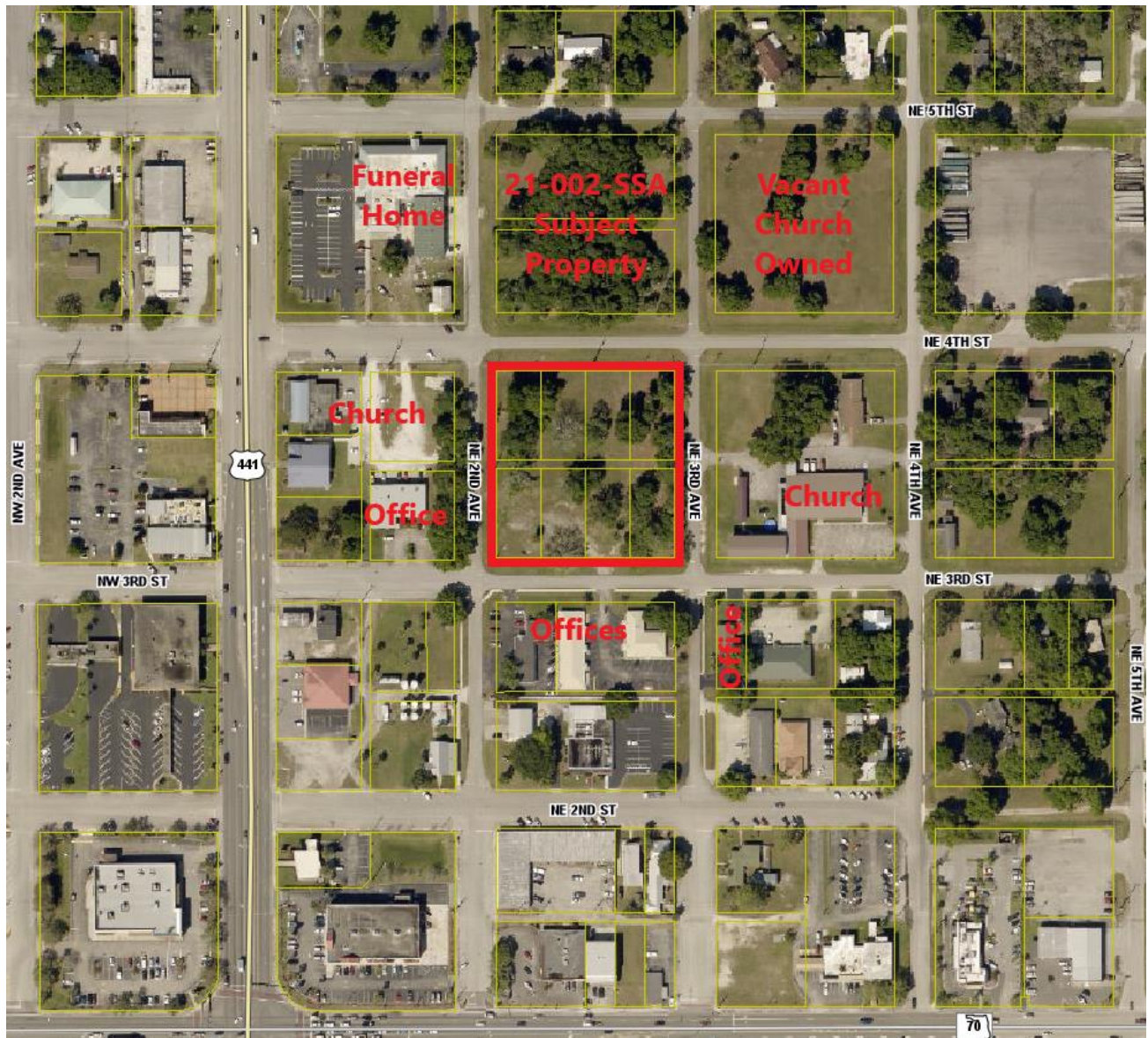
LAND USE CLASSIFICATIONS

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

ZONING SUBJECT SITE AND ENVIRONS



**AERIAL
SUBJECT SITE AND ENVIRONS**



ORDINANCE NO. 1229

AN ORDINANCE OF THE CITY OF OKEECHOBEE AMENDING AND RESTATING THE CITY OF OKEECHOBEE MUNICIPAL FIREFIGHTERS' PENSION FUND, ADOPTED PURSUANT TO ORDINANCE 889, AS SUBSEQUENTLY AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee Firefighter employees are presently provided pension and certain other benefits under Ordinances of the City of Okeechobee; and

WHEREAS, it becomes necessary from time to time to amend said ordinances in order to clarify or restate certain provisions of the ordinance, or to enact amendments to comply with revised Federal regulations; and

WHEREAS, the City Council has entered into an inter-local agreement with Okeechobee County, Florida, to provide fire services to the City of Okeechobee; and

WHEREAS, the City Council desires to clarify and restate the provisions of the Municipal Firefighters' Pension Fund to consolidate all prior ordinances, and to incorporate Federal law and the applicable provisions of Chapter 175, Florida Statutes;

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:

SECTION 1: That the City of Okeechobee Municipal Firefighters' Pension Fund, adopted pursuant to Ordinance No. 889, as subsequently amended, is hereby amended and restated as set forth in the document designated THE CITY OF OKEECHOBEE MUNICIPAL FIREFIGHTERS' PENSION FUND, attached hereto and made a part hereof.

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Okeechobee.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective on August 2, 2021

INTRODUCED on first reading and set for public hearing this 6th day of July, 2021.

Dowling Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, City Clerk

PASSED on second reading after public hearing this 3rd day of August, 2021.

Dowling Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

APPROVED FOR LEGAL SUFFICIENCY:

John Fumero, City Attorney

**CITY OF OKEECHOBEE
MUNICIPAL FIREFIGHTERS' PENSION FUND**

SECTION 1. DEFINITIONS.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated Contributions means a Member's own contributions with interest at the rate of five and one-quarter percent (5-1/4%) per annum through October 30, 2003 and three percent (3%) per annum thereafter compounded annually on September 30. Interest is not prorated on Member contributions during a Plan Year. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions without the crediting of interest.

Actuarial Equivalent means that any benefit payable under the terms of this System in a form other than the normal form of benefit shall have the same actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment other than a lump sum distribution, all future payments shall be discounted for interest and mortality by using seven percent (7%) interest and the RP-2000 Combined Healthy Participant Mortality Table, projected to 2015 using projection scale AA, using a blend of 50% male mortality rates and 50% female mortality rates, set back five (5) years for disabled lives. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

Average Final Compensation means one-twelfth (1/12) of the average Salary of the five (5) best years of the last ten (10) years of Credited Service prior to retirement, termination, or death, or the career average as a full-time Firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect, or if no person so designated is living, at the time of death of the Member, the Beneficiary shall be the estate of the Member.

Board means the Board of Trustees, which shall administer and manage the System herein provided and serve as trustees of the Fund.

City means City of Okeechobee, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

County means Okeechobee County, Florida.

Credited Service means the total number of years and fractional parts of years of service as a Firefighter with Member contributions when required, omitting intervening years or fractional parts of years when such Member was not employed by the City or County as a Firefighter. ~~A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Fire Department pending the possibility of being reemployed as a Firefighter, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the County Fire Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Firefighter with the Fire Department within five (5) years, his Accumulated Contributions, if one thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.~~

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The Member is entitled to reemployment under the provisions of USERRA.

- B. The Member returns to his employment as a Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or County or in the Plan Year in which the Member terminates employment.

Effective Date means April 20, 1993.

Firefighter means an actively employed full-time person employed by the City or County, including his initial probationary employment period, who is certified as a Firefighter as a condition of employment in accordance with the provisions of § 633.408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

Fund means the trust fund established herein as part of the System.

Member means an actively employed Firefighter who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the System adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan Year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Retiree means a Member who has entered Retirement Status.

Retirement means a Member's separation from City or County employment with eligibility for immediate receipt of benefits under the System or entry into the Deferred Retirement Option Plan.

Salary means the basic compensation paid by the City for services rendered to the City or County as a Firefighter to a Member, plus all tax deferred, tax sheltered and tax exempt items of income derived from elective employee payroll deductions or salary reductions otherwise includible in basic compensation. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

Spouse means the Member's or Retiree's Spouse under applicable law at the time benefits become payable.

System means the City of Okeechobee Municipal Firefighters' Pension Fund as contained herein and all amendments thereto.

2. Masculine Gender.

The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

SECTION 2. MEMBERSHIP.

1. Conditions of Eligibility.

A. All Firefighters as of the Effective Date who elect, following the merger with the County, to remain Members of this System, and all future new Firefighters, shall become shall remain Members of this System as a condition of employment. After August 2, 2021, there shall be no new or reemployed Members of the System.

~~B. All future new Firefighters shall be required to complete a medical examination as prescribed by the City.~~

2. Designation of Beneficiary.

Each Firefighter shall complete a form prescribed by the Board providing for the designation of a Beneficiary or Beneficiaries.

SECTION 3. BOARD OF TRUSTEES.

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance is hereby vested in a Board of Trustees. The Board is hereby designated as the plan administrator. The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the Okeechobee City Council, and two (2) of whom shall be full-time Firefighter Members of the System, who shall be elected by a majority of the Firefighters who are Members of the System. The active Firefighter Member seats may be held by either a retired firefighter or an active firefighter who is elected by the active and retired firefighters of the plan. If there are no active or retired firefighters remaining in the plan or capable of serving, the remaining Board members may elect an individual to serve in an active firefighter seat. Upon receipt of such person's name, the City Commission shall, as a ministerial duty, appoint such person to the Board. The fifth Trustee shall be chosen by a majority of the previous four (4) Trustees as provided for herein, and such person's name shall be submitted to the Okeechobee City Council. Upon receipt of the fifth person's name, the Okeechobee City Council shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided and shall serve a four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he sooner vacates the office or is sooner replaced by the Okeechobee City Council at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he sooner leaves the employment of the City or the County as a Firefighter or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. DROP participants can be elected as ~~but not and~~ vote for elected Trustees. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

2. The Trustees shall, by a majority vote, elect a Chairman and a Secretary. The Secretary of the Board shall keep a complete minute book of the actions, proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

3. Each Trustee shall be entitled to one (1) vote on the Board. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of Section 112.3143, Florida Statutes.

4. The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the System. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the System shall be paid from the Fund at such rates and in such amounts as the Board shall agree.

In the event the Board chooses to use the City's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the Board.

5. The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following:

- A. To construe the provisions of the System and determine all questions arising thereunder.
- B. To determine all questions relating to eligibility and membership.
- C. To determine and certify the amount of all retirement allowances or other benefits hereunder.
- D. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System.
- E. To distribute to Members, at regular intervals, information concerning the System.
- F. To receive and process all applications for benefits.
- G. To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund.
- H. To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the System.
- I. To perform such other duties as are required to prudently administer the System.

SECTION 4. FINANCES AND FUND MANAGEMENT.

Establishment and Operation of Fund.

1. As part of the System, there exists the Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the System.
2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent but only upon written authorization from the Board.
3. All funds of the Municipal Firefighters' Pension Fund may be deposited by the Board with the Finance Director of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the City. However, any funds so deposited with the Finance Director of the City shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Municipal Firefighters' Pension Fund. In lieu thereof, the Board shall deposit the funds of the Municipal Firefighters' Pension Fund in a qualified public depository as defined in §280.02, Florida Statutes, which depository with regard to such funds shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all Fund assets.
4. All funds and securities of the System may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regards the following:
 - A. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and
 - B. Receipts and disbursements, and
 - C. Benefit payments, and
 - D. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the City or County, and
 - E. All interest, dividends and gains (or losses) whatsoever, and
 - F. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.
5. An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the System showing a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

6. The Board shall have the following investment powers and authority:
- A. The Board shall be vested with full legal title to said Fund, subject, however, and in any event to the authority and power of the Okeechobee City Council to amend or terminate this Fund, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this System, except as otherwise provided herein. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.
 - B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be limited to:
 - 1) Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the Members in the Fund shall be entitled under the provisions of this System and pay the initial and subsequent premium thereon.
 - 2) Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
 - 3) Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.
 - 4) Bonds issued by the State of Israel.
 - 5) Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:
 - a) Except as provided in paragraph b), all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
 - b) Up to twenty-five percent (25%) of the assets of the Fund at market value may be invested in foreign securities.
 - c) The Board shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at cost exceed sixty percent (60%) of the assets of the Fund.
 - 6) Real estate, provided the Board shall not invest more than ten percent (10%) at cost in real property or real estate.
 - C. At least once every three (3) years, and more often as determined by the Board, the Board shall retain a professionally qualified independent consultant, as defined in Section 175.071, Florida Statutes, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. These recommendations shall be considered by the Board at its next regularly scheduled meeting.
 - D. The Board may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the System.
 - E. Neither the Board nor any Trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Fund, except that due to his or its own negligence, willful misconduct or lack of good faith.
 - F. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.
 - G. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be to the best interest of the Fund to exercise.

- H. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.
- I. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a Member, the City, or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.
- J. Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member, Retiree or Beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the Fund in a prudent manner.
- K. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits provided for herein.
- L. In any application to or proceeding or action in the courts, only the Board shall be a necessary party, and no Member or other person having an interest in the Fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.
- M. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board.

SECTION 5. CONTRIBUTIONS.

1. Member Contributions.

A. Amount. Each Member of the System shall be required to make regular contributions to the Fund in the amount of five percent (5%) of his Salary. Member contributions withheld by the ~~City~~ County on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

B. Method. Such contributions shall be made by payroll deduction.

2. State Contributions.

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Firefighters ~~of the City~~ shall be deposited in the Fund comprising part of this System immediately and under no circumstances more than five (5) days after receipt by the City.

3. City or County Contributions.

So long as this System is in effect, the City and County shall make at least quarterly contributions to the Fund in an amount equal to the required City contribution, as shown by the applicable actuarial valuation of the System. The County shall contribute to the plan the funding required as provided for in Section 31.

4. Other.

Private donations, gifts and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board, and may not be used to reduce what would have otherwise been required City or County contributions.

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Age and Date.

A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service, or upon the completion of twenty-five (25) years of Credited Service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City County after attaining normal retirement age.

2. Normal Retirement Benefit.
A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service.
3. Early Retirement Date.
A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City County on or after the early retirement date and prior to the normal retirement date.
4. Early Retirement Benefit.
A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:
 - A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date, determined based upon his actual years of credited service, and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date, determined based upon his actual years of Credited Service, except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or
 - B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, which is reduced by three percent (3%) for each year the commencement of benefits precedes the date which would have been the Member's normal retirement date based upon his actual years of Credited Service.
5. Cost of Living Adjustment.
Beginning retroactively to October 1, 1999, and on every October 1 of odd numbered years thereafter, the monthly benefit of each Retiree (or their Beneficiary or joint annuitant), including disability Retirees and vested terminated persons, who has been receiving benefits for at least one (1) year as of the adjustment date, shall be increased by one-half of one percent (.5%). This benefit shall apply to all current and future eligible Retirees (or their Beneficiary or joint annuitants).
6. Required Distribution Date.
~~The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 16.

SECTION 7. DEATH BENEFITS.

1. Prior to Vesting or Eligibility for Retirement.
The Beneficiary of a deceased Member who was not receiving monthly benefit payments, or who was not yet vested or eligible for early or normal Retirement shall receive a refund of one hundred percent (100%) of the Member's Accumulated Contributions.
2. Deceased Members Vested or Eligible for Retirement.
 - A. Any Member, whether or not still actively employed, who has a right to a vested accrued benefit, shall be eligible for a death benefit if he dies before collecting any other benefits from this System. The amount of the death benefit shall be equal to fifty percent (50%) of the actuarially equivalent single sum value of the Member's vested accrued benefit or his Accumulated Contributions, whichever is greater.

If this single sum value is less than five thousand dollars (\$5,000), it shall be paid in a lump sum. If the value exceeds five thousand dollars (\$5,000), the Beneficiary may elect payment under any of the optional forms available for retirement benefits or a lump sum payment.
 - B. If a Member is eligible for early or normal retirement, but remains in employment and dies while so employed, the death benefit shall be determined as follows: It shall be assumed that such deceased Member had retired immediately preceding his date of death and elected the Ten Year Certain and Life Thereafter option. However, the death benefit shall be equal to fifty percent (50%) of the actuarially equivalent single sum value of the Member's vested accrued benefit, if larger than the Ten Year Certain and Life Thereafter Option, described earlier in this Section.
 - C. Additional regulations with Spouse as Beneficiary. This subsection 2. applies only when the Member's Spouse is the sole designated Beneficiary. Notwithstanding the previous paragraphs of this subsection 2, in the event a Member or terminated vested person, with ten (10) or more years of Credited Service, dies prior to Retirement or prior to receipt of benefits, his Beneficiary shall be entitled to the accrued

normal or early retirement benefit payable at the deceased Member's early or normal retirement age less the value of any benefits paid or payable under this subsection.

- 1) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin ~~by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained 70½~~ no later than the Member's required beginning date, as provided under Section 16, subsection 2.B.(1).
 - 2) If the surviving spouse beneficiary commences receiving a benefit under subsection A or B above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the spouse beneficiary's estate in a lump sum.
- D. Additional regulations with non-spouse as beneficiary. This subsection applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary. Notwithstanding the previous paragraphs of this subsection 2., in the event a member or terminated vested person, with ten (10) or more years of credited service, dies prior to retirement or prior to receipt of benefits, his or her beneficiary shall be entitled to the accrued normal or early retirement benefit payable beginning by December 31 of the calendar year immediately following the calendar in which the member died. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation and actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.
- a) If a surviving beneficiary commences receiving a benefit under subsection D. above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving beneficiary's estate by December 31 of the calendar year of the beneficiary's death in a lump sum.
 - b) If there is no surviving beneficiary as of the member's death, and the estate is to receive the benefits, the actuarial equivalent of the member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.
 - c) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

SECTION 8. DISABILITY.

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation multiplied by the total years of Credited Service, but in any event, the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

2. In-Line of Duty Presumptions.

A. Presumption. Any condition or impairment of health of a Member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such Member shall have successfully passed a physical examination upon entering into such service, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

B. Additional Presumption. The presumption provided for in this subparagraph B. shall apply only to those conditions described in this subparagraph B. that are diagnosed on or after January 1, 1996.

1) Definitions. As used in this subsection 2.B., the following definitions apply:

- a) "Body fluids" means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.
- b) "Emergency rescue or public safety Member" means any Member employed full time by the City County as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public

- safety Member" does not include any person employed by a public hospital licensed under Chapter 395, Florida Statutes, or any person employed by a subsidiary thereof.
- c) "Hepatitis" means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.
 - d) "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:
 - i. Provides emergency medical treatment in a non-health-care setting where there is a potential for transfer of body fluids between persons;
 - ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;
 - iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or
 - iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.
 - e) "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.
- 2) Presumption. Any emergency rescue or public safety Member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the Member must, by written affidavit as provided in Section 92.50, Florida Statutes, verify by written declaration that, to the best of his knowledge and belief:
- a) In the case of a medical condition caused by or derived from hepatitis, he has not:
 - i. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;
 - ii. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;
 - iii. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or
 - iv. Used intravenous drugs not prescribed by a physician.
 - b) In the case of meningococcal meningitis, in the ten (10) days immediately preceding diagnosis he was not exposed, outside the scope of his employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.
 - c) In the case of tuberculosis, in the period of time since the Member's last negative tuberculosis skin test, he has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.
- 3) Immunization. Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted under this section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety Member may be required by the City County to undergo the immunization or prophylaxis unless the Member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the Member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety Member to undergo such immunization or prophylaxis disqualifies the Member from the benefits of the presumption.
- 4) Record of Exposures. The City and County shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety Member in its employ to the disease described in this section and shall immediately notify the Member of such exposure. An emergency rescue or public safety Member shall file an incident or accident report with the City County of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

5) Required medical tests; preemployment physical. In order to be entitled to the presumption provided by this section:

- a) An emergency rescue or public safety Member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection. This paragraph does not apply in the case of meningococcal meningitis.
- b) On or after June 15, 1995, an emergency rescue or public safety Member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

C. Firefighter Cancer Presumption.

The presumption provided for in this paragraph C. shall apply only to "cancer", as defined in F.S. § 112.1816(1)(a), as amended from time to time. Any Member who becomes totally and permanently unable to perform useful and efficient service as a Firefighter due to a diagnosis of cancer or circumstances that arise out of the treatment of cancer will be conclusively presumed to be disabled in-line of duty.

3. Disability Benefits Not-in-Line of Duty.

Any Member with five (5) or more years of Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his duties as a Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to the greater of (i) or (ii) where (i) is two percent (2%) of Average Final Compensation multiplied by the total years of Credited Service and (ii) is a benefit determined in the same manner as for early retirement as set forth in Section 6, subsection 4B, providing for an actuarial reduction. In any event, the minimum amount paid to the Member shall be twenty-five percent (25%) of his Average Final Compensation. Eligibility requirements for disability benefits are set forth in subsection 8., below.

4. Conditions Disqualifying Disability Benefits.

Each Member who is claiming disability benefits shall establish, to the satisfaction of the Board, that such disability was not occasioned primarily by:

- A. Excessive or habitual use of any drugs, intoxicants, or narcotics.
- B. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- C. Injury or disease sustained while serving in any branch of the Armed Forces.
- D. Injury or disease sustained by the Member after his employment as a Firefighter with the ~~City~~ Okeechobee County shall have terminated.

5. Physical Examination Requirement.

A Member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the Board for that purpose. The Board shall not select the Member's treating physician or surgeon for this purpose except in an unusual case where the Board determines that it would be reasonable and prudent to do so.

Any Retiree receiving disability benefits under provisions of this ordinance may be required by the Board to submit sworn statements of his condition accompanied by a physician's statement (provided at the Retiree's expense) to the Board annually and may be required by the Board to undergo additional periodic re-examinations by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the Board, to determine if such disability has ceased to exist. If the Board finds that the Retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a Firefighter, the Board shall recommend to the City County that the Retiree be returned to performance of duty as a Firefighter, and the Retiree so returned shall enjoy the same rights that he had at the time he was placed upon pension. In the event the Retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or re-examination of the Member claiming or the Retiree receiving disability benefits shall be borne by the Fund. All other reasonable costs as determined by the Board incident to the physical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the Fund.

If the Retiree recovers from disability and reenters the service of the City County as a Firefighter, his service will be deemed to have been continuous, but the period beginning with the first month for which Member received a disability retirement payment and ending with the date he reentered the service of the City County will not be considered as Credited Service for the purposes of this System. The Board shall have the power and authority to make the final decisions regarding all disability claims.

6. Disability Payments.

The monthly benefit to which a Member is entitled in the event of the Member's disability retirement shall be payable on the first day of the first month after the Board determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

- A. If the Retiree recovers from the disability, the payment due next preceding the date of such recovery, or
- B. If the Retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability Retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in Section 10, subsection 1.A. or 1.B., which shall be the Actuarial Equivalent of the normal form of benefit.

7. Benefit Offsets.

When a Retiree is receiving a disability pension and workers' compensation benefits pursuant to Florida Statute Chapter 440, for the same disability, and the total monthly benefits received from both exceed 100% of the Member's average monthly wage, as defined in Chapter 440, Florida Statutes, the disability pension benefit shall be reduced so that the total monthly amount received by the Retiree does not exceed 100% of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) Years Certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two percent (42%) of Average Final Compensation or two and three quarters percent (2.75%) of Average Final Compensation times years of Credited Service.

8. Eligibility for Disability Benefits.

Subject to 8.(4) below, only active Members of the System on the date the Board determines entitlement to a disability benefit are eligible for disability benefits.

- 1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.
- 2) If a Member voluntarily terminates his employment, either before or after filing an application for disability benefits, he is not eligible for disability benefits.
- 3) If a Member is terminated by the City County for any reason other than for medical reasons, either before or after he files an application for disability benefits, he is not eligible for disability benefits.
- 4) The only exception to 1) above is:
 - a) If the Member is terminated by the City County for medical reasons and he has already applied for disability benefits before the medical termination, or;
 - b) If the Member is terminated by the City County for medical reasons and he applies within 30 days after the medical termination date.

If either 4)a., or 4)b. above applies, the Member's application will be processed and fully considered by the Board.

SECTION 9. VESTING.

If a Member terminates his employment as a Firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this System, the Member shall be entitled to the following:

1. If the Member has less than ten (10) years Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.
2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at Member's otherwise normal or early retirement date, determined based upon his actual years of Credited Service, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise normal or early retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise normal or early retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for Retirement under Pre-Retirement Death.

SECTION 10. OPTIONAL FORMS OF BENEFITS.

Language ~~stricken~~ to be deleted
Language underlined to be added

1. In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a Member, upon written request to the Board may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the following options:
 - A. A retirement income of a monthly amount, payable to the Retiree during the lifetime of the Retiree and following the death of the Retiree, one hundred percent (100%), seventy-five percent (75%), sixty-six and two-thirds percent (66 2/3%) or fifty percent (50%) of such monthly amount payable to a joint pensioner for his lifetime. Except where the Retiree's joint pensioner is his spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q & A-2 of 1.401(a)(9)-6)
 - B. A retirement income of a modified monthly amount payable to the Retiree for his lifetime only.
 - C. If a Member retires prior to the time at which social security benefits are payable, he may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of Retirement. The amounts payable shall be as recommended by the actuaries for the System, based upon the social security law in effect at the time of the Member's Retirement. This option may be combined with other optional forms of benefits.
 - D. For any Member who does not participate in the DROP pursuant to Section 28, a lump sum payment payable to the Retiree equal to twenty percent (20%) of the total actuarial equivalent value of the Retiree's accrued benefit at the date of retirement with the remaining eighty percent (80%) payable to the Retiree in a form selected by the Retiree and provided for in A, B or C above or in the normal form (10 year certain and life). A Retiree who is a participant in the Deferred Retirement Option Plan shall not be eligible to select this partial lump sum option.
2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.A. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner and the Member's retirement income benefits have commenced, the Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.
3. The consent of a Member's or Retiree's joint pensioner or Beneficiary to any such change shall not be required. The rights of all previously-designated Beneficiaries to receive benefits under the System shall thereupon cease.
4. Upon change of a Retiree's joint pensioner in accordance with this Section, the amount of the retirement income payable to the Retiree shall be actuarially redetermined to take into account the age of the former joint pensioner, the new joint pensioner and the Retiree and to ensure that the benefit paid is the Actuarial Equivalent of the present value of the Retiree's then-current benefit at the time of the change. Any such Retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the Board and on completion will be filed with the Board. In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his Retirement shall be paid as provided in Section 11.
5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:
 - A. If a Member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 7.
 - B. If the designated Beneficiary (or Beneficiaries) or joint pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the Member upon his Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his Retirement.
 - C. If both the Retiree and the Beneficiary (or Beneficiaries) designated by Member or Retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection 1, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 11.

Language ~~stricken~~ to be deleted

Language underlined to be added

- D. If a Member continues beyond his normal retirement date pursuant to the provisions of Section 6, subsection 1, and dies prior to his actual retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his death occurred.
- E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City the Member's required beginning date, as provided under Section 16.
6. A Retiree may not change his retirement option after the date of cashing or depositing his first retirement check.
7. Notwithstanding anything herein to the contrary, the Board in its discretion, may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed one thousand dollars (\$1,000). Any such payment made to any person pursuant to the power and discretion conferred upon the Board by the preceding sentence shall operate as a complete discharge of all obligations under the System with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

SECTION 11. BENEFICIARIES.

1. Each Member or Retiree may, on a form provided for that purpose, signed and filed with the Board, designate a Beneficiary (or Beneficiaries) to receive the benefit, if any, which may be payable in the event of his death. Each designation may be revoked or changed by such Member or Retiree by signing and filing with the Board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the System shall cease.
2. If a deceased Member or Retiree failed to name a Beneficiary in the manner prescribed in subsection 1, or if the Beneficiary (or Beneficiaries) named by a deceased Member or Retiree predeceases the Member or Retiree, the death benefit, if any, which may be payable under the System with respect to such deceased Member or Retiree, shall be paid to estate of the Member or Retiree and the Board, in its discretion, may direct that the commuted value of the remaining monthly income benefits be paid in a lump sum.
3. Any payment made to any person pursuant to this Section shall operate as a complete discharge of all obligations under the System with regard to the deceased Member and any other persons with rights under the System and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

SECTION 12. CLAIMS PROCEDURES.

1. The Board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person affected by a decision of the Board.
2. The Board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the Board's claims procedures. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

SECTION 13. REPORTS TO DIVISION OF RETIREMENT.

Each year and no later than March 15th, the Board shall file an Annual Report with the Division of Retirement containing the documents and information required by Section 175.261, Florida Statutes.

SECTION 14. ROSTER OF RETIREES.

The Secretary of the Board shall keep a record of all persons enjoying a pension under the provisions of this ordinance in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the Secretary shall keep a record of all Members in such a manner as to show the name, address, date of employment and date such employment is terminated.

SECTION 15. MAXIMUM PENSION.

1. Basic Limitation.

Notwithstanding any other provisions of this System to the contrary, the Member contributions paid to, and retirement benefits paid from, the System shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may

not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this Section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

2. Adjustments to Basic Limitation for Form of Benefit.

If the benefit under the plan is other than the annual benefit described in subsection 1., then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

- A. For a benefit paid in a form to which Section 417(e)(3) of the Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:
 - 1) The annual amount of the straight life annuity (if any) payable to the Member under the Plan commencing at the same annuity starting date as the form of benefit to the Member, or
 - 2) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a five percent (5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code); or
- B. For a benefit paid in a form to which Section 417(e)(3) of the Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:
 - 1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial experience;
 - 2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one half percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Code); or
 - 3) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the Plan Year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code), divided by 1.05.
- C. The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections A. and B above.

3. Benefits Not Taken into Account.

For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

- A. Any ancillary benefit which is not directly related to retirement income benefits;
- B. Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and
- C. That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

4. COLA Effect.

Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

- A. A Member's applicable limit will be applied to the Member's annual benefit in the Member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;
- B. thereafter, in any subsequent limitation year, a Member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but
- C. in no event shall a Member's benefit payable under the System in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the System, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

5. Other Adjustments in Limitations.

- A. In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).
- B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service as a full-time employee of the police or fire department of the City, the adjustments provided for in A. above shall not apply.
- C. The reductions provided for in A. above shall not be applicable to disability benefits pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.
- D. In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

6. Less than Ten (10) Years of Participation.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8 or pre-retirement death benefits paid pursuant to Section 7.

7. Participation in Other Defined Benefit Plans.

The limit of this Section with respect to any Member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City or County shall apply as if the total benefits payable under all City or County defined benefit plans in which the Member has been a member were payable from one plan.

8. Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City or County contributes, do not exceed ten thousand dollars (\$10,000) for the applicable

limitation year or for any prior limitation year, and the City or County has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City and County, the limit under this subsection 8. of Section 15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

9. Reduction of Benefits.

Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Member.

10. Service Credit Purchase Limits.

A. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the System, as allowed in Section 25 and 27, then the requirements of this Section will be treated as met only if:

- 1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or
- 2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (1), the System will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subparagraph, and for purposes of applying subparagraph (2) the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph.

B. For purposes of this subsection the term "permissive service credit" means service credit—

- 1) recognized by the System for purposes of calculating a Member's benefit under the plan,
- 2) which such Member has not received under the plan, and
- 3) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the System, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the System, include service credit for periods for which there is no performance of service, and, notwithstanding clause B.(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the System.

11. Contribution Limits.

A. For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection 11., only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the System, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

- 1) However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

- 2) For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:
 - a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or
 - b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.
 - 3) Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.
- B. Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the System if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:
- 1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
 - 2) If payment pursuant to subparagraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.
- C. If the annual additions for any Member for a limitation year exceed the limitation under Section 415(c) of the Code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).
- D. For limitation years beginning on or after January 1, 2009, a Member's compensation for purposes of this subsection 11. shall not exceed the annual limit under Section 401(a)(17) of the Code.
12. Additional Limitation on Pension Benefits.
Notwithstanding anything herein to the contrary:
- A. The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
 - B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.
13. Effect of Direct Rollover on 415(b) Limit.
If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 16. MINIMUM DISTRIBUTION OF BENEFITS.

1. General Rules.

- A. Effective Date. Effective as of January 1, 1989, the Plan will pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the Plan is also subject to the specific provisions contained in this Section. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- B. Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

- C. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section other than this subsection 1.C., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

2. Time and Manner of Distribution.

- A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date ~~which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70 ½) or the calendar year in which the Member terminates employment with the City.~~ For a Member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Member terminates employment with the County. For a Member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy-two (72) or (ii) the calendar year in which the Member terminates employment with the County.

- B. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

- 1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70 ½, (or age 72 for a Member who would have attained age 70½ after December 31, 2019) if later, as the surviving spouse elects.
- 2) If the Member's surviving spouse is not the Member's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.
- 3) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- 4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B., distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.1)), the date distributions are considered to begin is the date distributions actually commence.

- C. Death After Distributions Begin. If the Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.

- D. Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with this Section. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.

3. Determination of Amount to be Distributed Each Year.

- A. General Requirements. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- 1) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.
- 2) The Member's entire interest must be distributed pursuant to Section 6, Section 7, Section 9, or Section 10 (as applicable) and in any event over a period equal to or less than the Member's life or the lives of the Member and a designated beneficiary, or over a period not extending beyond the life expectancy of the Member or of the Member and a designated beneficiary. The life expectancy of the Member, the Member's spouse, or the Member's beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

- B. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Member's required beginning date (or, if the Member dies before distributions begin, the date distributions are required to begin under Section 7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., monthly. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's required beginning date.
 - C. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
4. General Distribution Rules.
- A. The amount of an annuity paid to a Member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.
 - B. The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the Members' benefits received from the retirement system.
5. Definitions.
- A. Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
 - B. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 7.

SECTION 17. MISCELLANEOUS PROVISIONS.

- 1. Interest of Members in System.
All assets of the Fund are held in trust, and at no time prior to the satisfaction of all liabilities under the System with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.
- 2. No Reduction of Accrued Benefits.
No amendment or ordinance shall be adopted by the City Council of the City of Okeechobee which shall have the effect of reducing the then vested accrued benefits of Members or a Member's Beneficiaries.
- 3. Qualification of System.
It is intended that the System will constitute a qualified public pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401(a) and a governmental plan under Code Section 414(d), as now in effect or hereafter amended. Any modification or amendment of the System may be made retroactively, if necessary or appropriate, to qualify or maintain the System as a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.
- 4. Use of Forfeitures.
Forfeitures arising from terminations of service of Members shall serve only to reduce future City or County contributions.
- 5. Prohibited Transactions.
Effective as of January 1, 1989, a Board may not engage in a transaction prohibited by Code Section 503(b).
- 6. USERRA.
Effective December 12, 1994, notwithstanding any other provision of this System, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "Credited Service" sets forth contribution requirements that are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply.

7. Vesting.
 - A. Member will be 100% vested in all benefits upon attainment of the Plan's age and service requirements for the Plan's normal retirement benefit; and
 - B. A Member will be 100% vested in all accrued benefits, to the extent funded, if the Plan is terminated or experiences a complete discontinuance of employer contributions.
8. Electronic Forms.

In those circumstances where a written election or consent is not required by the Plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the Board. However, where applicable, the Board shall comply with Treas. Reg. § 1.401(a)-21.
9. Compliance with Chapter 175, Florida Statutes.

It is intended that the System will continue to qualify for funding under Section 175.101, Florida Statutes. Accordingly, unless otherwise required by law, any provision of the System which violates the requirements of Chapter 175, Florida Statutes, as amended from time to time, shall be superseded by and administered in accordance with the requirements of such chapter.
10. Missing Benefit Recipients.

The System shall follow the procedures outlined in the IRS Employee Plans Compliance Resolution System (EPCRS) Program and other applicable IRS guidance to locate any missing individuals to whom a full unreduced benefit payment is due and if, at the conclusion of such efforts, the individual cannot be located, the existing procedure of cancelling payments otherwise due (provided that, if the individual is later located, the benefits due shall be paid) will apply.

SECTION 18. REPEAL OR TERMINATION OF SYSTEM.

1. This ordinance establishing the System and Fund, and subsequent ordinances pertaining to said System and Fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefitting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the Member or Beneficiary shall not be affected thereby.
2. If this ordinance shall be repealed, or if contributions to the System are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in Chapter 121, Florida Statutes, the Board shall continue to administer the System in accordance with the provisions of this ordinance, for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said Members. In the event of repeal, discontinuance of contributions, or transfer, merger or consolidation of government units, services or functions, there shall be full vesting (100%) of benefits accrued to date of repeal and such benefits shall be nonforfeitable.
3. The fund shall be distributed in accordance with the following procedures:
 - A. The Board shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the expenses of such distribution. The Board shall inform the City if additional assets are required, in which event the City shall continue to financially support the Plan until all nonforfeitable benefits have been funded.
 - B. The Board shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each Firefighter entitled to benefits under the plan as specified in subsection C.
 - C. The Board shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection B. involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the Firefighter's Accumulated Contributions to the Plan, with interest if provided by the Plan, less the value of any plan benefits previously paid to the Firefighter.
 - D. If there is asset value remaining after the full distribution specified in subsection C., and after the payment of any expenses incurred with such distribution, such excess shall be returned to the City, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the City and the State to date of termination of the Plan, such excess shall be divided proportionately to the total contributions made by the City and the State.

- E. The Board shall distribute, in accordance with subsection B., the amounts determined under subsection C.

If, after twenty-four (24) months after the date the Plan terminated or the date the Board received written notice that the contributions thereunder were being permanently discontinued, the City or the Board of the Fund affected has not complied with all the provisions in this Section, the Florida Department of Management Services will effect the termination of the Fund in accordance with this Section.

SECTION 19. DOMESTIC RELATIONS ORDERS; RETIREE DIRECTED PAYMENTS; EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY.

1. Domestic Relations Orders.

- A. Prior to the entry of any domestic relations order which affects or purports to affect the System's responsibility in connection with the payment of benefits of a Retiree, the Member or Retiree shall submit the proposed order to the Board for review to determine whether the System may legally honor the order.
- B. If a domestic relations order is not submitted to the Board for review prior to entry of the order, and the System is ordered to take action that it may not legally take, and the System expends administrative or legal fees in resolving the matter, the Member or Retiree who submits such an order will be required to reimburse the System for its expenses in connection with the order.

2. Retiree Directed Payments.

The Board may, upon written request by a Retiree or by a dependent, when authorized by a Retiree or the Retiree's Beneficiary, authorize the System to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the City or County, to pay the certified bargaining agent of the City or County, to make payments to insurance companies for insurance premiums as permitted by Chapter 175, Florida Statutes, and to make any payments for child support or alimony.

3. Exemption from Execution, Non-Assignability.

Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the Accumulated Contributions and the cash securities in the Fund created under this ordinance are hereby exempted from any state, county or municipal tax and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

SECTION 20. PENSION VALIDITY.

The Board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The Board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in a reasonable manner determined by the Board.

SECTION 21. FORFEITURE OF PENSION.

- 1. Any Member who is convicted of the following offenses committed prior to Retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this System, except for the return of his Accumulated Contributions, but without interest, as of the date of termination. Specified offenses are as follows:
 - A. The committing, aiding or abetting of an embezzlement of public funds;
 - B. The committing, aiding or abetting of any theft by a public officer or employee from employer;
 - C. Bribery in connection with the employment of a public officer or employee;
 - D. Any felony specified in Chapter 838, Florida Statutes.
 - E. The committing of an impeachable offense.
 - F. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position.

- G. The committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.
- 2. Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.
- 3. Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his case against forfeiture.
- 4. Any Member who has received benefits from the System in excess of his Accumulated Contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of the benefits received in excess of his Accumulated Contributions, but without interest. The Board may implement all legal action necessary to recover such funds.

SECTION 22. CONVICTION AND FORFEITURE; FALSE, MISLEADING OR FRAUDULENT STATEMENTS.

- 1. It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.
- 2. A person who violates subsection 1 commits a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.
- 3. In addition to any applicable criminal penalty, upon conviction for a violation described in subsection 1, a Member or Beneficiary of the System may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

SECTION 23. INDEMNIFICATION.

- 1. To the extent not covered by insurance contracts in force from time to time, the City shall indemnify, defend and hold harmless members of the Board from all personal liability for damages and costs, including court costs and attorneys' fees, arising out of claims, suits, litigation, or threat of same, herein referred to as "claims", against these individuals because of acts or circumstances connected with or arising out of their official duty as members of the Board. The City reserves the right, in its sole discretion, to settle or not settle the claim at any time, and to appeal or to not appeal from any adverse judgment or ruling, and in either event will indemnify, defend and hold harmless any members of the Board from the judgment, execution, or levy thereon.
- 2. This Section shall not be construed so as to relieve any insurance company or other entity liable to defend the claim or liable for payment of the judgment or claim, from any liability, nor does this Section waive any provision of law affording the City immunity from any suit in whole or part, or waive any other substantive or procedural rights the City may have.
- 3. This Section shall not apply nor shall the City be responsible in any manner to defend or pay for claims arising out of acts or omissions of Members of the Board which constitute felonies or gross malfeasance or gross misfeasance in office.

SECTION 24. TRANSFERS WITHIN THE CITY.

If a member of any of the City's three (3) retirement systems transfers to either of the other two (2) systems, he must choose one of the following procedures with regard to Credited Service accrued to date of transfer.

- 1. The Member may take a refund of his Accumulated Contributions, in which event no pension benefit shall be payable based on Credited Service attributable to the period covered.
- 2. The member may leave his Accumulated Contributions in the fund, in which event his Credited Service with both systems shall be combined for purposes of determining eligibility for benefits and for vesting. When the member is eligible to receive a benefit, he shall receive benefits from both systems, which shall consist of accrued benefits under each system based on the provisions of the respective system and the earnings and Credited Service under that system.

SECTION 25. MILITARY SERVICE PRIOR TO EMPLOYMENT.

Language ~~stricken~~ to be deleted
 Language underlined to be added

The years or fractional parts of years that a Firefighter serves or has served on active duty in the active military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the City Fire Department shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed, based on his Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he been a member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.
2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.
3. Payment by the Member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.
4. The maximum credit under this Section shall be four (4) years.
5. Credited Service purchased pursuant to this section shall not count toward vesting or eligibility for not-in-line of duty disability benefits.

SECTION 26. DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS ELIMINATION OF MANDATORY DISTRIBUTIONS

1. Rollover Distributions.

- A. General. This Section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. Definitions.

- 1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income. Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover distribution if the distribution is made to an individual retirement account described in section 408(a); to an individual retirement annuity described in section 408(b); to a qualified defined contribution plan described in section 401(a) or 403(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.
- 2) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code; an individual retirement annuity described in section 408(b) of the Code; an annuity plan described in section 403(a) of the Code, effective January 1, 2002, an eligible deferred compensation plan described in section 457(b) of the Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in section 403(b) of the Code; a qualified trust described in section 401(a) of the Code; or effective January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. This definition shall apply in the case of an eligible rollover distribution to the surviving Spouse.
- 3) Distributee: A distributee includes an employee or former employee. It also includes the employee's or former employee's surviving Spouse. Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement

Language ~~stricken~~ to be deleted

Language underlined to be added

account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

- 4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

2. Rollovers or Transfers into the Fund.

On or after January 1, 2002, the System will accept, solely for the purpose of purchasing Credited Service as provided herein, permissible Member requested transfers of funds from other retirement or pension plans, Member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

- A. Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans. The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept legally permissible Member requested transfers of funds from other retirement or pension plans.
- B. Member Rollover Contributions from IRAs. The system will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over.

3. Elimination of Mandatory Distributions.

Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of one-thousand dollars (\$1,000.00), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

SECTION 27. PRIOR FIRE SERVICE.

Unless otherwise prohibited by law, and except as provided for in Section 1, the years or fractional parts of years that a Member previously served as a full-time Firefighter with the City during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a member served as a Firefighter for any other municipal, county, state or special district fire department in the State of Florida shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed, based on his Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he been a member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.
2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.
3. Payment by the Member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.
4. The maximum credit under this Section for service other than with the City of Okeechobee shall be five (5) years of Credited Service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Okeechobee and such credit shall count for all purposes, including vesting.
5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 15, subsection 12.B.

SECTION 28. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 28, the following definitions apply:"

- A. "DROP" -- The City of Okeechobee Firefighters' Deferred Retirement Option Plan.

Language ~~stricken~~ to be deleted

Language underlined to be added

- B. "DROP Account" -- The account established for each DROP participant under subsection 3.
- C. "Total return of the assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Firefighter, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City County not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

- 1) A Member's participation in the DROP shall cease at the earlier of:
 - a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or
 - b) termination of his employment as a Firefighter.
- 2) Upon the Member's termination of participation in the DROP, pursuant to subsection (a) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Firefighter.
- 3) A Member who terminates his participation in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

- 1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Section 29, Reemployment After Retirement.
- 2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a Firefighter, no amounts shall be paid to him from the System until he terminates his employment as a Firefighter. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Firefighter.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

- 1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections

- 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Firefighter.
- 2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited with either:
- a) Interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or
 - b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- 3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a Member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's 1st month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the ~~Fire Department~~ County, and no cost-of-living adjustments shall be applied to the Member's credit during such period of continued employment. A Member employed by the ~~Fire Department~~ County after the permissible period of DROP participation will not be eligible for pre-retirement death and disability benefits, and will accrue additional Credited Service, only as provided for in Section 29.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Firefighter. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Firefighter.

B. Form of Distribution.

- 1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.
- 2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment.

Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of this subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 26.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board.

The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account and the Board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare and distribute to Members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

D. Limitation of Liability.

- 1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
- 2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP is not a separate retirement plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this Section 28 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP

Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP account.

C. No employer discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

F. Facility of Payment

If a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

H. Written Elections, Notification.

- 1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
- 2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

I. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City ~~nor the County~~ nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

J. Construction.

- 1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- 2) The titles and headings of the subsections in this Section 28 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

K. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

L. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 29. REEMPLOYMENT AFTER RETIREMENT.

1. Any retiree under this system may be reemployed by any public or private employer and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. Notwithstanding the previous sentence, reemployment by the City shall be subject to the limitations set forth in this Section.
2. After Normal Retirement. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed as a Firefighter and, by virtue of that reemployment, is eligible to participate in this System, shall upon being reemployed, discontinue receipt of benefits. Upon reemployment, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon Retirement shall be based upon the benefit accrual rate, Average Final Compensation, and Credited Service as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period), and Credited Service as of the date of subsequent retirement. The amount of any death or disability benefit received during a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the Member may select a different optional form and joint pensioner applicable only to the subsequent retirement benefit.
3. Any Retiree who is retired under normal retirement pursuant to this System who is reemployed by the City after that Retirement and, by virtue of that reemployment is ineligible to participate in this system, shall, during the period of reemployment, continue receipt of benefits for the period of any subsequent employment period.
4. After Early Retirement. Any Retiree who is retired under early retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity, shall discontinue receipt of benefits from the System. If by virtue of that reemployment, the Retiree is eligible to participate in this System, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, Average Final Compensation, Credited Service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period), and Credited Service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.
5. After Disability Retirement.
 - A. Subject to paragraph B. below, any Retiree who is retired under Section 8., Disability ("disability retiree"), may, subject to subsection 5., Physical Examination Requirement, of that section, be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way, the retirement benefits payable under this system.
 - B. Any disability Retiree who subsequently becomes an employee of the City in any capacity, except as a Firefighter, shall discontinue receipt of disability benefits from the system for the period of any such employment.
 - C. If A disability Retiree is shall not be reemployed as a Firefighter for the City, his disability benefit shall cease and Section 8, subsection 5. shall apply.
6. Reemployment of Terminated Vested Persons. Reemployed terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.

Language ~~stricken~~ to be deleted

Language underlined to be added

- 7 6. DROP Participants. Retirees who were in the Deferred Retirement Option Plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 30. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by Chapter 175, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 175.351, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan"), if any, shall be further allocated to the Members and DROP participants as follows:

1. Individual Member Share Accounts.
The Board shall create individual "Member Share Accounts" for all actively employed plan Members and DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member or DROP participant shall have a Member Share Account for his share of the Chapter 175, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate Member Share Accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.
2. Share Account Funding.
 - A. Individual Member Share Accounts shall be established as of September 30, 2015 for all Members and DROP participants who were actively employed as of October 1, 2014. Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that Plan Year, beginning with the Plan Year ending September 30, 2015.
 - B. ~~In addition, any~~ Any forfeitures as provided in subsection 4., shall be ~~allocated~~ used as part of future allocations to the individual Member Share Accounts in accordance with the formula set forth in subsection 4 3.A.
3. Allocation of Monies to Share Accounts.
 - A. Allocation of Chapter 175 Contributions.
 - 1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a "valuation date").
 - 2) On each valuation date, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
 - 3) The total funds subject to allocation on each valuation date shall be allocated to each Member Share Account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of Credited Service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of Credited Service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of Credited Service of the deceased Member or DROP participant.
 - 4) ~~Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.~~
 - B. Allocation of Investment Gains and Losses.
On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member's Share Account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 175, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

D. Members and DROP participant shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.

4. Forfeitures.

Any Member who has less than ten (10) years of Credited Service and who is not otherwise eligible for payment of benefits after termination of employment with the ~~City County~~ as provided for in subsection 5. shall forfeit his individual Member Share Account ~~or the non-vested portion thereof~~. Forfeited amounts shall be ~~redistributed to the other~~ included and used as part of the Chapter 175 tax revenues for future allocations to individual Member Share Accounts on each valuation date in an amount determined in accordance with the formula set forth in subsection 3.A.

5. Eligibility For Benefits.

Any Member (or his Beneficiary) or DROP participant who terminates employment as a Firefighter ~~with the City~~ or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. Retirement Benefit.

- 1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement pursuant to Section 6, or if the Member enters the DROP, upon termination of employment.
- 2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

- 1) In the event that a Member's employment as a Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.
- 2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

- 1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection 1. or a not-in-line of duty disability benefit pursuant to Section 8, subsection 3., he shall be entitled to one hundred percent (100%) of the value of his share account.
- 2) Such payment shall be made as provided in subsection 6.

D. Death Benefit.

- 1) In the event that a Member or DROP participant dies while actively employed as a Firefighter, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.
- 2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits.

If a Member or DROP participant terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3. above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

7. Benefits Not Guaranteed.

All benefits payable under this Section 30 shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City, nor County nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to

his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.

8. Notional Account.
The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.
9. No Employer Discretion.
The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.
10. Maximum Additions.
Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code pursuant to the provisions of Section 15, subsection 11.
11. IRC Limit.
The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 31. MERGER WITH COUNTY FIRE SERVICE.

Pursuant to an inter-local agreement with Okeechobee County, the Okeechobee Fire Department will merge with the County Fire Service on August 2, 2021. Pursuant to that agreement and notwithstanding any other provision herein to the contrary, the following transitional rules shall apply to Firefighters who have elected to remain Members of this System subsequent to the merger.

1. For all Members who elect to continue participation in the Okeechobee Municipal Firefighters' Pension Fund, the County agrees to pay to the System the lesser amount of the required employer's annual contribution as determined by the actuary employed by the System, and as otherwise provided for by State law, or an amount equal to that which the County would have paid to the Florida Retirement System had such Firefighters been enrolled in that system. The City agrees to fund the City of Okeechobee Municipal Firefighters' Pension Fund on August 2, 2021, to the level required to make the Fund actuarially sound as of August 2, 2021, and to make appropriate payment(s) in the future, as long as there are participants, in order to maintain the actuarial soundness of the Fund should the County's required contribution pursuant to the Interlocal Agreement, not be sufficient to meet the requirement for actuarial soundness. The aforementioned "required annual contribution" will be based on the level of benefits on August 2, 2021, or the level of benefit in a subsequent year, whichever is less. Nothing herein shall prevent the termination of the Okeechobee Municipal Firefighters' Pension Fund, as allowed by Florida Statutes, as amended. If the Florida Retirement System increases benefits provided to special risk members of that system, the City and County agree to review this Section.
2. The required contribution of both Member contributions and the County contributions shall be transferred by the County to the City by wire on the same day payroll is paid. The City agrees to transfer to the System by wire or otherwise deposit the funds received from the County within one business day from the day it is received from the County.
3. The Board of Trustees shall remain responsible for administration of the System and the City shall continue to have the authority to make plan amendments and improvements. The System shall be responsible to make pension benefits payable to all current and future Retirees from the System, including Firefighters who have opted to remain in the System.
4. Any Firefighter electing to remain in the System may continue membership in the System until Retirement and upon termination of employment and Retirement from the System shall be allowed to be reemployed by the County and shall become a member of the County retirement program in the same manner as a new County employee.
5. In the event a Firefighter has opted to join the County retirement program and has less than ten (10) years of Credited Service in the System, the Firefighter shall receive a refund of his Accumulated Contributions from the System upon completion of the necessary forms.
6. In the event a Firefighter has opted to join the County retirement program and has ten (10) or more years of Credited Service in the System, the Firefighter may either receive a deferred early retirement benefit or a refund of his Accumulated Contributions from the System. If the Firefighter has opted to retire from the System, the Firefighter will then be eligible to join the County retirement system in the same manner as all other new County employees.

dm/OK/FIRE/04-12-21.ord.rev 06-11-21

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 107
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

June 23, 2021

Via E-Mail: GRitter@CityofOkeechobee.com

Mr. Gary Ritter
City Administrator
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974-2032

Re: City of Okeechobee Municipal Firefighters' Pension Fund - Proposed Ordinance

Dear Mr. Ritter:

As you know, I represent the Board of Trustees of the City of Okeechobee Municipal Firefighters' Pension Fund. Enclosed please find a proposed ordinance amending the City of Okeechobee Municipal Firefighters' Pension Fund. This ordinance amends many sections of the plan to reflect the provisions of the August 2, 2021 merger with Okeechobee County, who will be providing fire services to the City. As of August 2, 2021, there will no new members added to this plan, and only those current members who elect to remain a member of this plan shall remain Members of the system.

The changes include a provision that the firefighter board member seats may be held by either a retired firefighter or an active firefighter who remains a member of the plan, or an individual elected by the Board if there are no active or retired firefighters remaining in the plan. Several sections of the plan were updated with recent changes to the Internal Revenue Code (IRC) regarding a change in the mandatory distribution date from age 70½ to age 72. These IRC changes are unrelated to the merger. There have been no changes made to any of the plan's benefits.

By copy of this letter to the plan's actuary, Gabriel Roeder Smith & Company, I am requesting that they provide you with a letter or actuarial impact statement that must accompany this ordinance when it is presented to the Council for consideration and adoption.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. This document has already been reviewed by the City Attorney's office.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

E-copy:

Shelly Jones, with enclosures
Carlyn Kowalsky, with enclosures

RESOLUTION NO. 2021-04

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; REVISING THE COMMERCIAL RATE SCHEDULE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF OKEECHOBEE FOR FISCAL YEAR 2021-2022; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee, Florida has determined that for the health and welfare of the community, each and every place of business, or other type of structure or abode shall be required to place their garbage and trash for pick up and disposal in a safe and sanitary manner prescribed by the City Council; and

WHEREAS, the City Council of the City of Okeechobee, Florida entered into a Solid Waste Collection and Disposal Services Agreement with Waste Management, Inc., of Florida on July 7, 1987, as amended, to provide such collection and disposal services to the community; and

WHEREAS, as provided in Code Book Section 42-52, the City Council shall establish the charges and rates for the collection and disposal services required.

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

SECTION 1: COMMERCIAL RATES.

Commercial Rates Per month for solid waste collection and disposal services shall be as follows, from October 1, 2021, to September 30, 2022, (rates below include 10 percent franchise fees):

Pick-ups/Week	EOW	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	7x/wk	XPU
Container Size									
2 CUBIC YD									
Collection	\$ 36.40	\$ 66.27	\$ 120.66	\$ 167.05	\$ 213.43	\$ 259.82	\$ 306.20	\$ 352.61	-
Disposal	\$ 10.84	\$ 21.66	\$ 43.33	\$ 64.99	\$ 86.65	\$ 108.32	\$ 129.98	\$ 151.64	-
Fuel	\$ 4.03	\$ 7.35	\$ 13.39	\$ 18.56	\$ 23.72	\$ 28.88	\$ 34.06	\$ 39.24	-
TOTAL	\$ 51.27	\$ 95.28	\$ 177.38	\$ 250.60	\$ 323.80	\$ 397.02	\$ 470.24	\$ 543.49	\$ 44.67
3 CUBIC YD									
Collection		\$ 91.60	\$ 156.44	\$ 198.95	\$ 230.22	\$ 277.10	\$ 324.03	\$ 370.93	-
Disposal		\$ 32.49	\$ 64.99	\$ 97.48	\$ 129.98	\$ 162.47	\$ 194.97	\$ 227.46	-
Fuel		\$ 10.16	\$ 17.71	\$ 22.63	\$ 26.34	\$ 31.76	\$ 37.18	\$ 42.61	-
TOTAL		\$ 134.25	\$ 239.14	\$ 319.06	\$ 386.54	\$ 471.33	\$ 556.18	\$ 641.00	\$ 57.32
4 CUBIC YD									
Collection		\$ 108.40	\$ 179.46	\$ 213.02	\$ 265.41	\$ 308.40	\$ 353.87	\$ 399.34	-
Disposal		\$ 43.33	\$ 86.65	\$ 129.98	\$ 173.30	\$ 216.63	\$ 259.96	\$ 303.28	-
Fuel		\$ 12.04	\$ 20.00	\$ 23.86	\$ 29.76	\$ 34.64	\$ 39.81	\$ 44.96	-
TOTAL		\$ 163.77	\$ 286.11	\$ 366.86	\$ 468.47	\$ 559.67	\$ 653.64	\$ 747.58	\$ 62.29
6 CUBIC YD									
Collection		\$ 142.68	\$ 210.53	\$ 278.64	\$ 342.35	\$ 400.77	\$ 459.19	\$ 517.62	-
Disposal		\$ 64.99	\$ 129.98	\$ 194.97	\$ 259.96	\$ 324.95	\$ 389.93	\$ 454.92	-
Fuel		\$ 15.90	\$ 23.59	\$ 31.30	\$ 38.53	\$ 45.20	\$ 51.86	\$ 58.51	-
TOTAL		\$ 223.57	\$ 364.10	\$ 504.91	\$ 640.84	\$ 770.92	\$ 900.98	\$ 1,031.05	\$ 77.65
8 CUBIC YD									
Collection		\$ 160.81	\$ 231.64	\$ 291.70	\$ 351.77	\$ 409.38	\$ 468.23	\$ 527.08	-
Disposal		\$ 86.65	\$ 173.30	\$ 259.96	\$ 346.61	\$ 433.26	\$ 519.91	\$ 606.56	-
Fuel		\$ 17.95	\$ 26.08	\$ 32.99	\$ 39.92	\$ 46.57	\$ 53.37	\$ 60.16	-
TOTAL		\$ 265.41	\$ 431.02	\$ 584.65	\$ 738.30	\$ 889.21	\$ 1,041.51	\$ 1,193.80	\$ 88.21
COMMERCIAL CANS	# of Cans	1	2	3	4	5	6		
	1x/wk	\$ 9.33	\$ 12.29	\$ 15.01	\$ 18.05	\$ 27.01	\$ 50.80		
	Disposal	\$ 3.94	\$ 7.88	\$ 11.82	\$ 15.76	\$ 19.70	\$ 23.64		
	Fuel	\$ 1.04	\$ 1.38	\$ 1.70	\$ 2.04	\$ 3.05	\$ 5.65		
	Total	\$ 14.31	\$ 21.55	\$ 28.53	\$ 35.85	\$ 49.76	\$ 80.09		
OPTIONAL SERVICES	Casters	\$ 9.45	per month maintenance						
	Roll-out	\$ 9.45	per month per number of service days/week						
	Lockbar	\$ 101.41	per installation						
	Lock/Unlock/Gate	\$ 13.52	monthly fee times the number of pickups/week						

ROLL-OFF COLLECTION AND DISPOSAL RATES				
	20 yard	30 yard	40 yard	Compactor
Rate per pull plus disposal	\$ 198.44	\$ 209.35	\$ 220.23	\$ 220.23
Fuel per pull	\$ 21.74	\$ 22.94	\$ 24.14	\$ 24.14
Total	\$ 220.18	\$ 232.29	\$ 244.37	\$ 244.37
WASTED TRIP CHARGES		\$ 78.46		
Monthly Charges/Two Haul Minimum		\$ 78.47		
Disposal: collection & disposal per ton		\$ 20.08		
Garbage per ton		\$ 35.92		
Vegetation per ton		\$ 17.36		

Any additional or special waste collection request over and above contracted service rate can be negotiated between the customer and contractor.

SECTION 2: RATE ADJUSTMENTS.

The present Franchise, as amended, for Solid Waste Collection and Disposal Services within the City of Okeechobee, effective October 1, 2021, to September 30, 2022, is subject to periodic rate adjustments for consumer price index (CPI) cost of living, diesel fuel surcharge, and adjustments necessary due to changes in law or regulatory action. Such rate adjustments may affect Commercial Rates over those set out in Section One, which will not occur without public notice and public hearing.

SECTION 3: CONFLICT.

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

SECTION 4: SEVERABILITY.

That if any portion of this Resolution should be judicially determined to be unenforceable, then the balance thereof shall continue to remain in full force and effect.

SECTION 5: EFFECTIVE DATE.

The charges and rate established by this Resolution shall take effect on the 1st day of October, 2021.

INTRODUCED AND ADOPTED in regular session this 6th day of July, 2021.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, Esq., City Attorney

RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT, WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR SCHOOL ZONE WARNING SIGNS WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is undertaking Financial Project No. 444856-2-52-01, FAP No. D121-035-B which installs and upgrades school zone warning signs within the corporate limits of the City of Okeechobee, Florida; and

WHEREAS, the City Council for the City of Okeechobee authorizes the Mayor to execute the Maintenance Agreement; and

WHEREAS, the City Council believes such an agreement to be in the best interest of the citizens of the City.

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

SECTION 1: The Mayor is hereby authorized to execute an agreement entitled "Transportation Off System Post Project Maintenance Agreement between *Florida Department of Transportation and the City of Okeechobee*.

SECTION 2: That this Resolution is attached to said Maintenance Agreement as Exhibit A.

SECTION 3: Effective Date. This Resolution shall take effect upon its adoption.

INTRODUCED AND ADOPTED in Regular Session this 6th day of July, 2021.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John Fumero, City Attorney

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF OKEECHOBEE**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and City of Okeechobee (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

W I T N E S S E T H

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **444856-2-52-01** FAP# **D121-035-B** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. 2021-05, dated July 6, 2021, a copy of which is attached hereto and made a part hereof as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute said Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for the improvements at the locations shown in **Exhibit "B"**, (attached and incorporated by reference).
 - The scope of the project consists of installation and upgrades to the school zone warning signs at the following schools:
 - a. Central Elementary School
 - b. Okeechobee Freshman Campus
2. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said project in accordance with the following federally accepted state standards: (a) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2012), as amended, and as to any future amendments and/or updates to said Manual.

3. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, City of Okeechobee has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

Department to enter date.

CITY OF OKEECHOBEE, FLORIDA

ATTEST

BY: _____

BY: _____

CHAIRPERSON, OR DESIGNEE

Lane Gamiotea

PRINT NAME

Dowling R. Watford, Jr., Mayor

PRINT NAME

City Clerk

TITLE

DATE

DATE

CITY OF OKEECHOBEE LEGAL REVIEW:

BY: _____

John Fumero, City Attorney DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____

DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

TITLE

DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

DS

DL

CONTRACT PLANS COMPONENTS

SIGNING AND PAVEMENT MARKING PLANS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 444856-2-52-01
(FEDERAL FUNDS)
DISTRICTWIDE

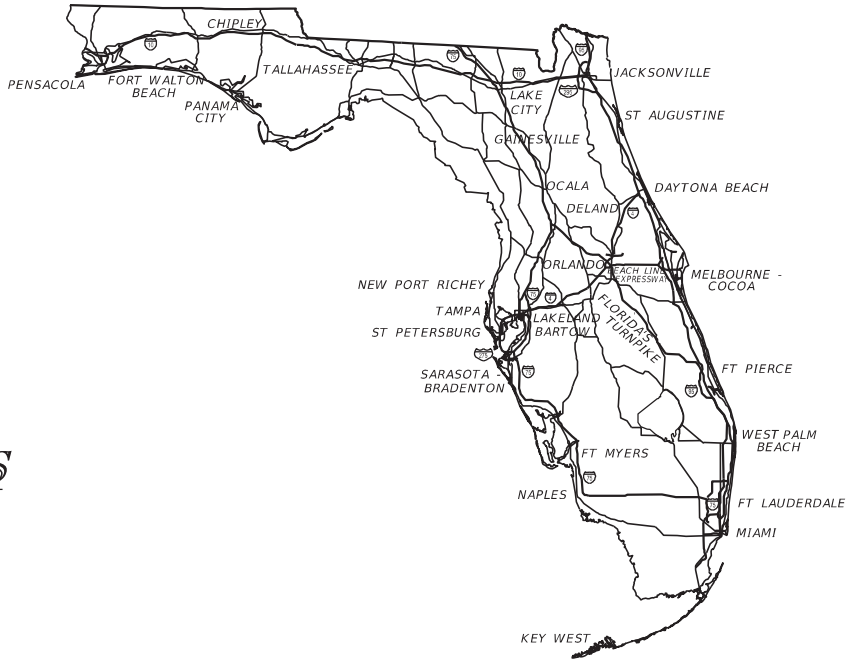
INDEX OF SIGNING AND
PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	SUMMARY OF PAY ITEMS
S-3 - S-13	TABULATION OF QUANTITIES
S-14 - S-20	PROJECT LAYOUT
S-21	GENERAL NOTES
S-22 - S-23	SPECIAL DETAIL
S-24 - S-98	PLAN SHEET
S-99 - S-102	TEMPORARY TRAFFIC CONTROL PLAN
SQ-1 - SQ-7	SUMMARY OF QUANTITIES

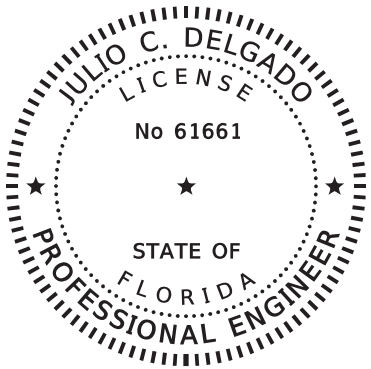
LOCAL AGENCY STANDARDS AND DETAILS:

T-1	COLLIER COUNTY SOLAR POWERED SCHOOL ZONE SIGN DETAIL
1	LEE COUNTY SCHOOL FLASHER BASE DETAIL
1 - 2	LEE COUNTY SCHOOL FLASHER (SOLAR) DETAIL

SIGNING AND PAVEMENT MARKING PLANS



SEE SHEETS S-14 - S-20 FOR LOCATION MAPS



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:
Julio C Delgado
Digitally signed by Julio C
Delgado
Date: 2021.02.20 17:20:58
-05'00'

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
IN THE ELECTRONIC DOCUMENTS.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: N/A

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SIGNING AND
PAVEMENT MARKING PLANS
ENGINEER OF RECORD:

JULIO C. DELGADO, P.E. NO.: 61661
SCALAR CONSULTING GROUP INC.
5713 CORPORATE WAY, SUITE 200
WEST PALM BEACH, FL 33404
(561) 429-5065
CONTRACT NO.: CA330
VENDOR NO.: 451909667

FDOT PROJECT MANAGER:
CASSIE ANKER

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T1803	21	S-1

TABULATION OF QUANTITIES

[illegible]

School - ID #

E - 18

E - 19

F - 1

F - 2

F - 3

F-4, F-5,

F - 6

F - 7

REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>TABULATION OF QUANTITIES</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		S-12
					N/A	VARIES	444856-2-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

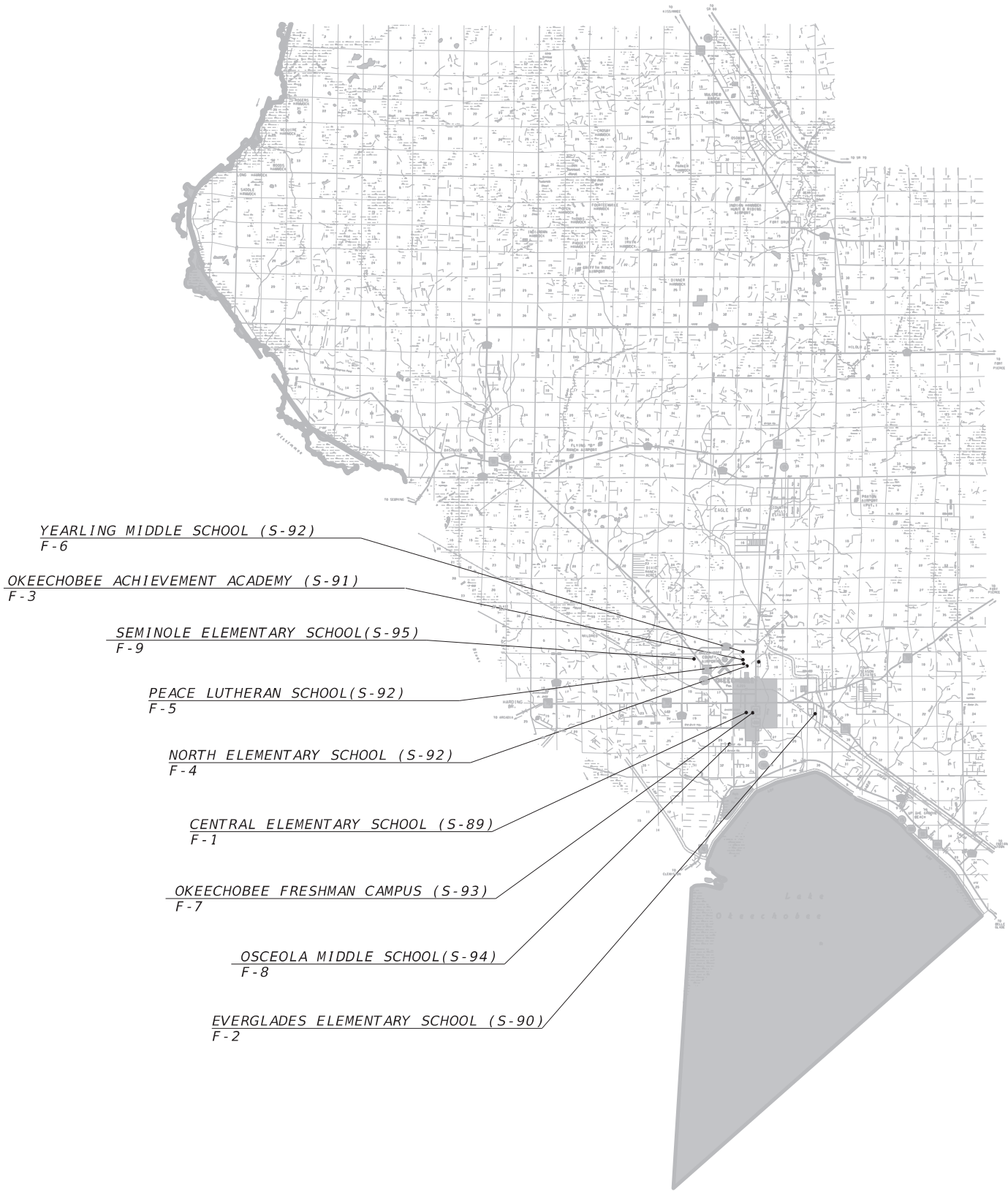
TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL	
			S-94		S-95		S-96		S-97		S-98					
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF					80		60				140		1235	
632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF					80		60				140		1235	
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA					2		1				3		25	
646 2 115	ALUMINUM POLE - INDEX 17900/695-001, FURNISH & INSTALL, 15'	EA	4		1		6		3		2		16		287	
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	9		9				1		8		27		411	
700 1 13	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS													3	
700 1 50	SINGLE POST SIGN, RELOCATE	AS					8						8		115	
700 1 60	SINGLE POST SIGN, REMOVE	AS	13		3		5		2		2		25		388	
700 3 101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	4		4								8		123	
700 3 102	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	EA	8		2		8		4		4		26		476	
700 3 601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	4		4		4						12		118	
700 3 604	SIGN PANEL REMOVE, 31-50 SF	EA													8	
700 11 231	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT- SOLAR POWER, SPEED FEEDBACK, UP TO 12 SF	AS													24	
700 12 21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	AS	4		1		4		2		2		13		123	
700 12 22	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, TWO BEACON	AS													139	

School - ID # F-8 F-9 G-1 G-2 G-3

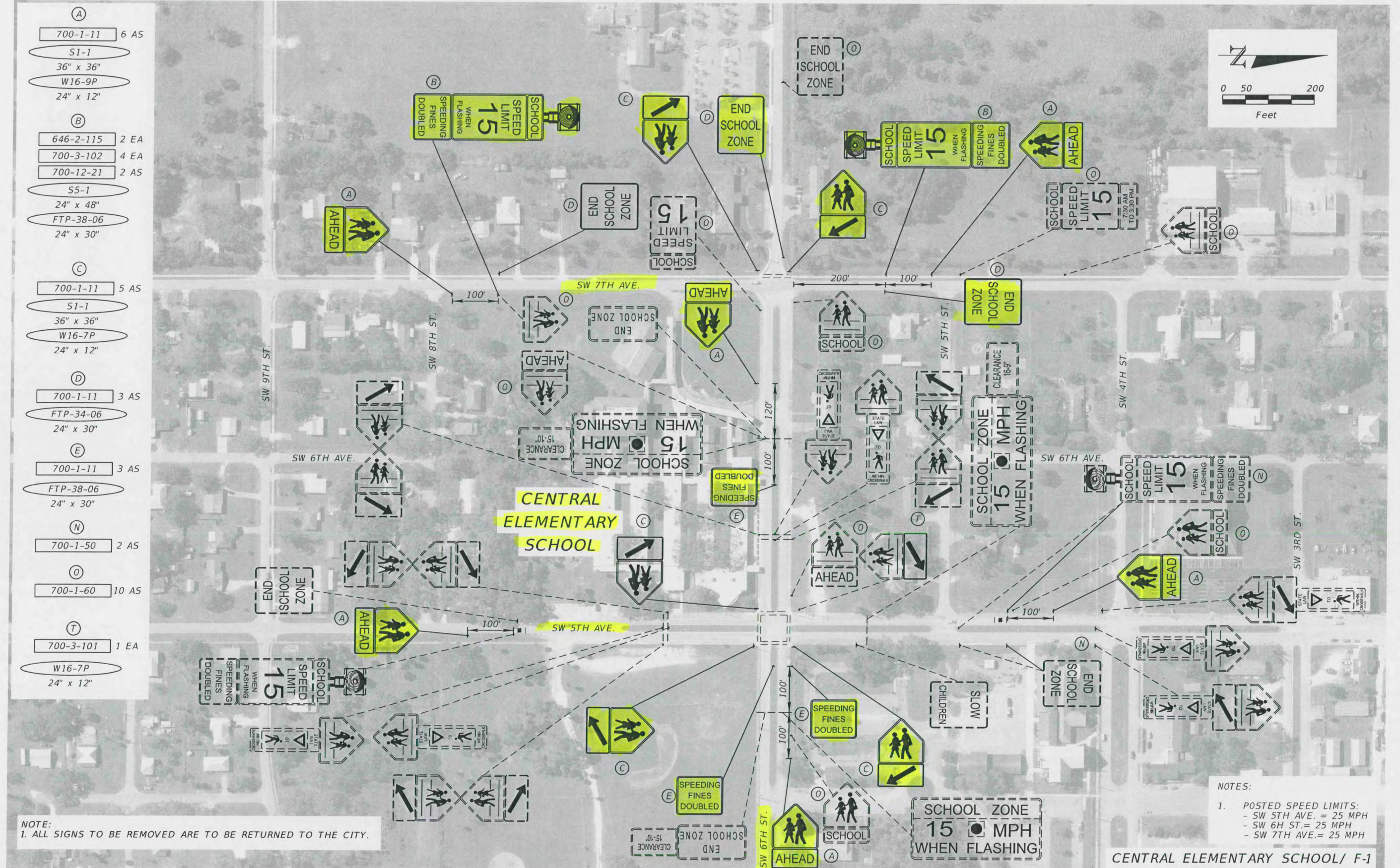
REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	VARIES	444856-2-52-01	S-13	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

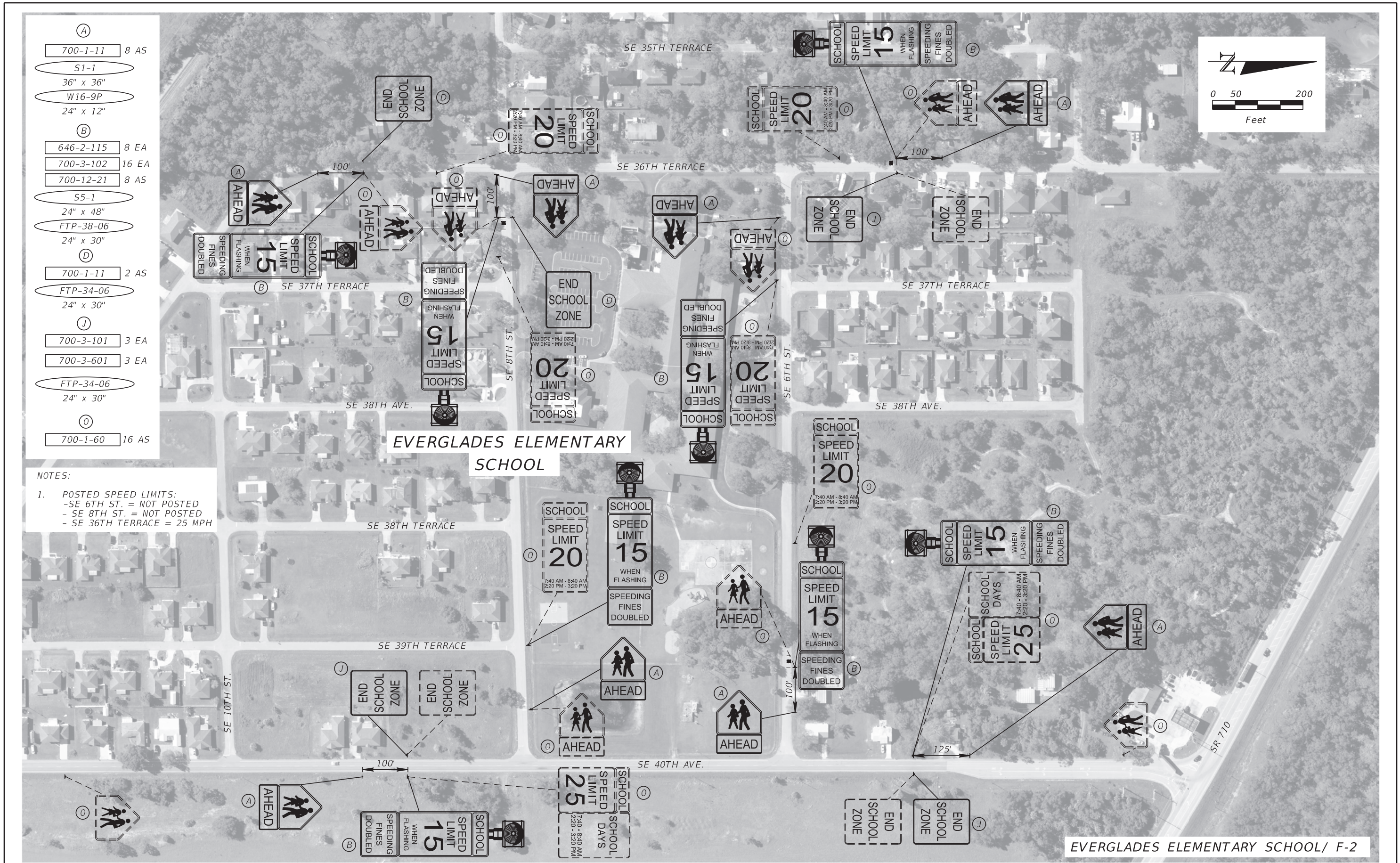


REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT OKEECHOBEE COUNTY		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					N/A	VARIES	444856-2-52-01	S-19		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



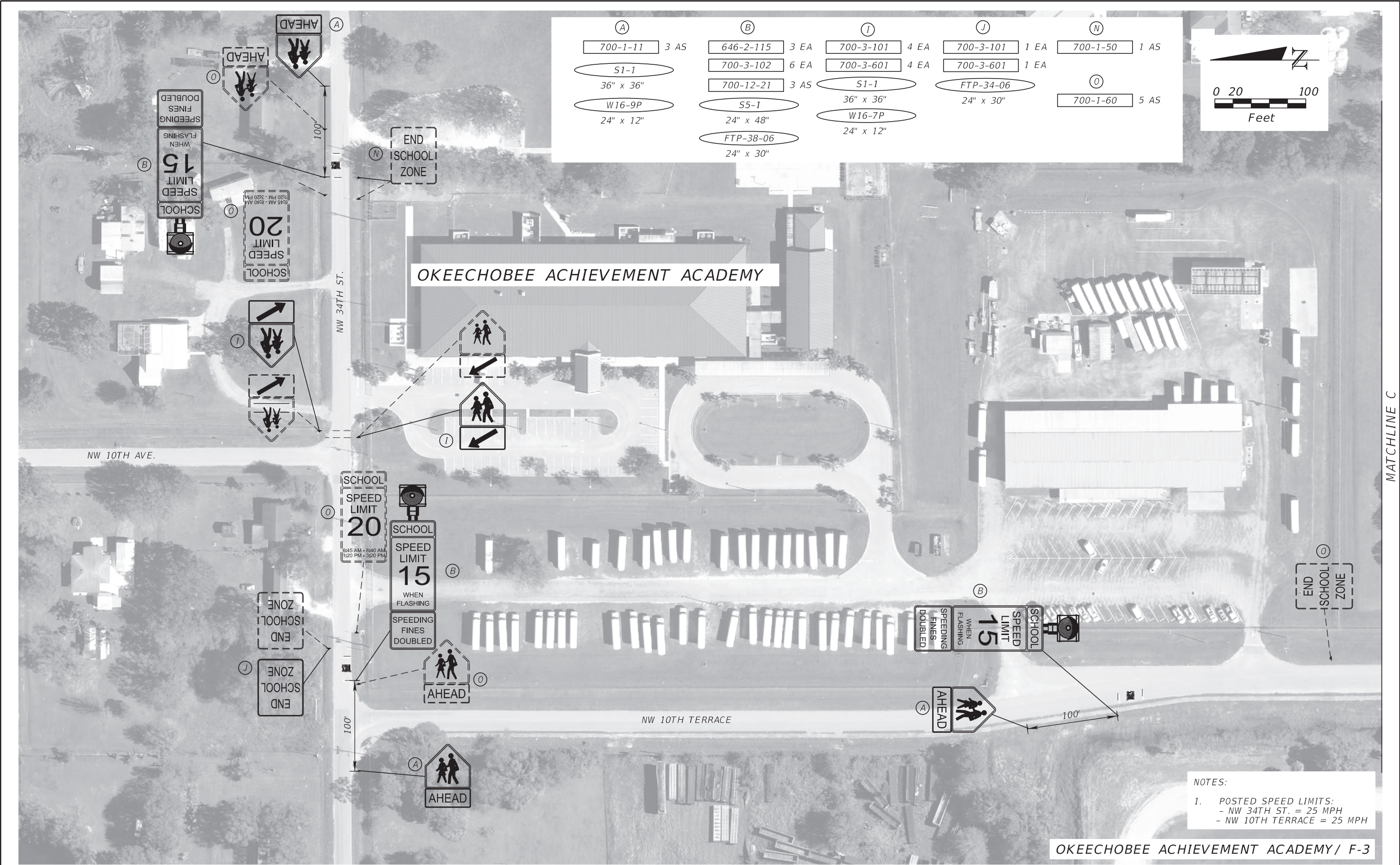
REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY	SHEET NO. S-89
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	VARIES	444856-2-52-01		



- NOTES:
- POSTED SPEED LIMITS:
 - SE 6TH ST. = NOT POSTED
 - SE 8TH ST. = NOT POSTED
 - SE 36TH TERRACE = 25 MPH

REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY		SHEET NO. S-90
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					N/A	VARIES	444856-2-52-01			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY		SHEET NO. S-91
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					N/A	VARIES	444856-2-52-01			

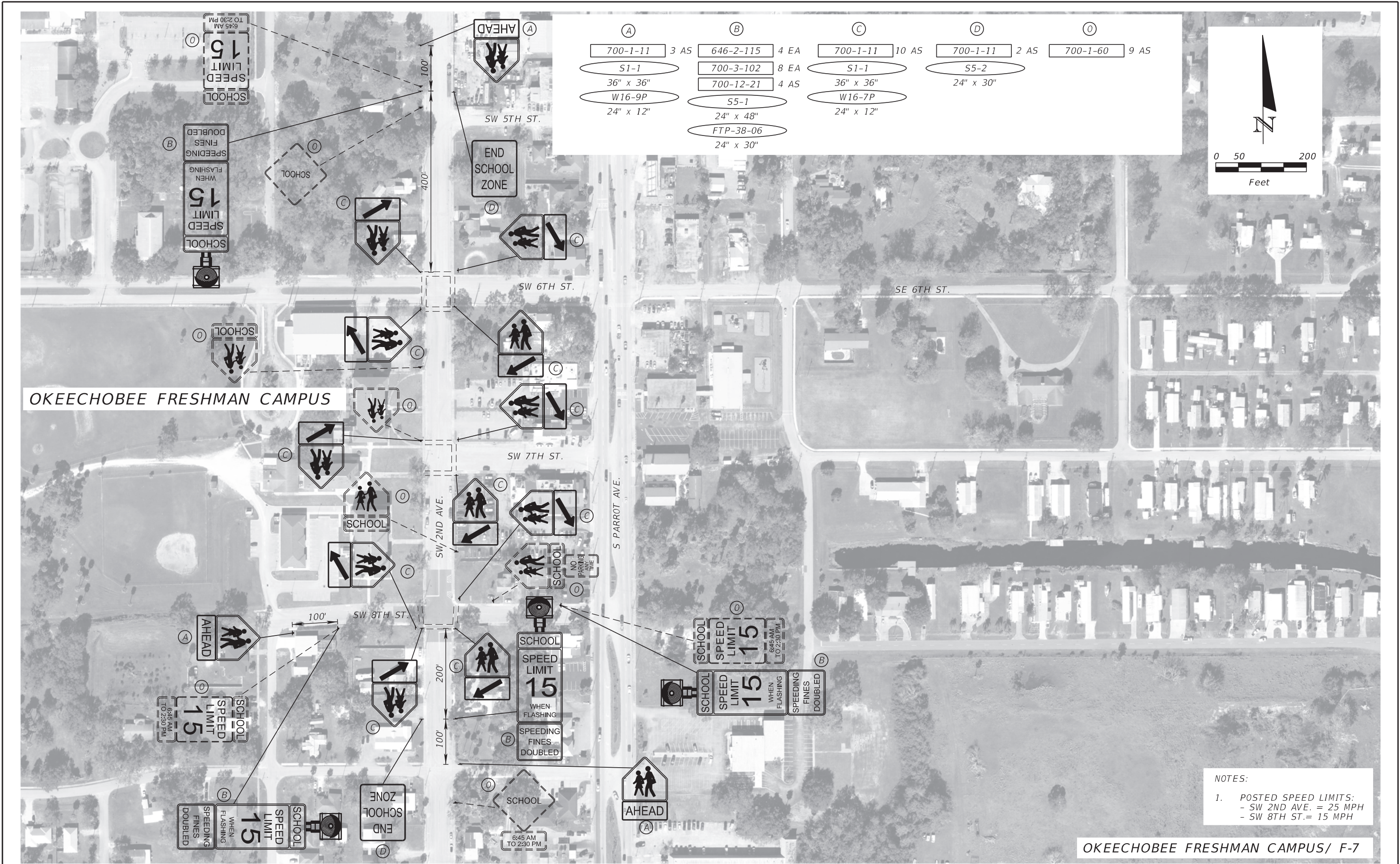
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCHLINE C

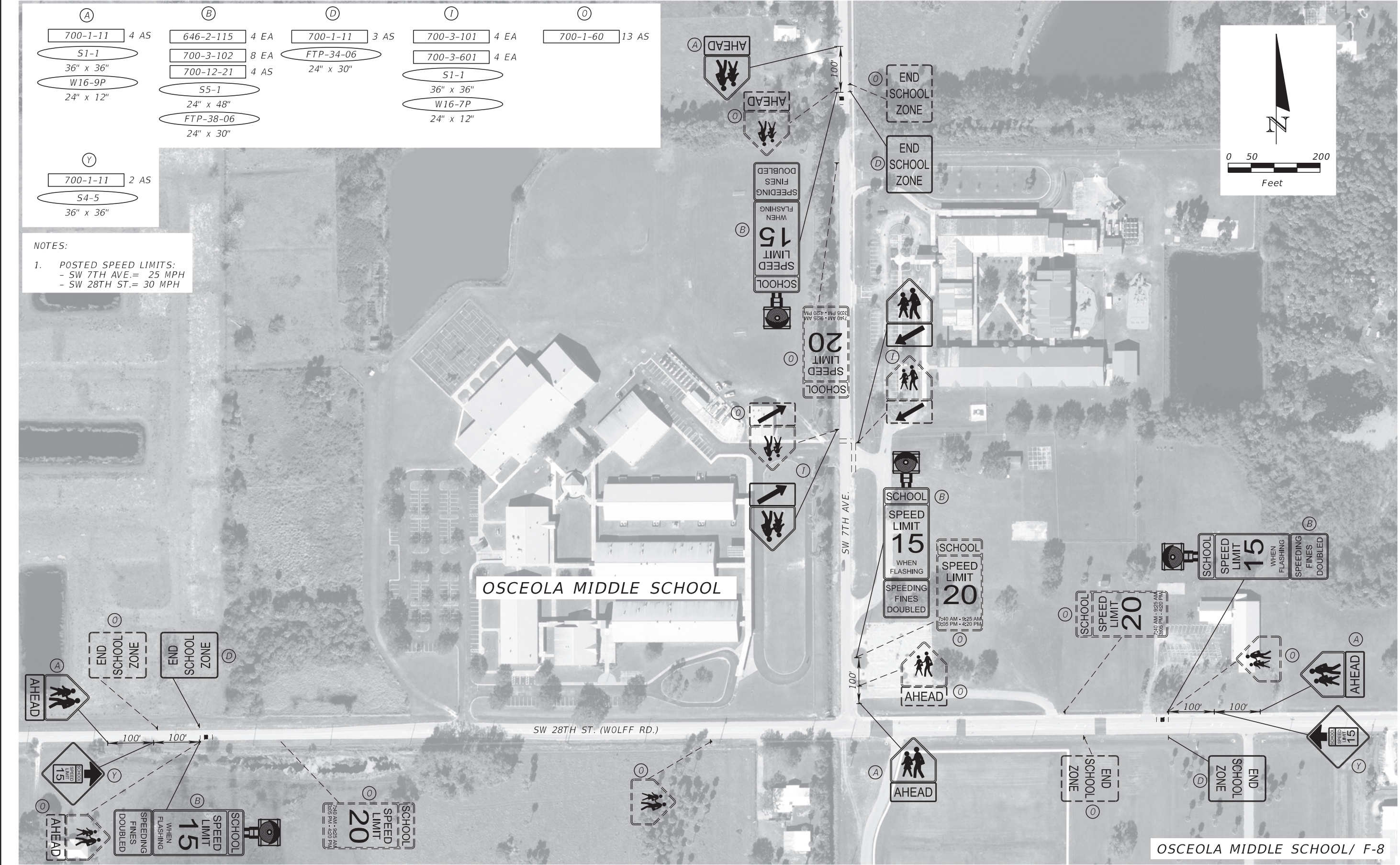


REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY	SHEET NO. S-93
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	VARIES	444856-2-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

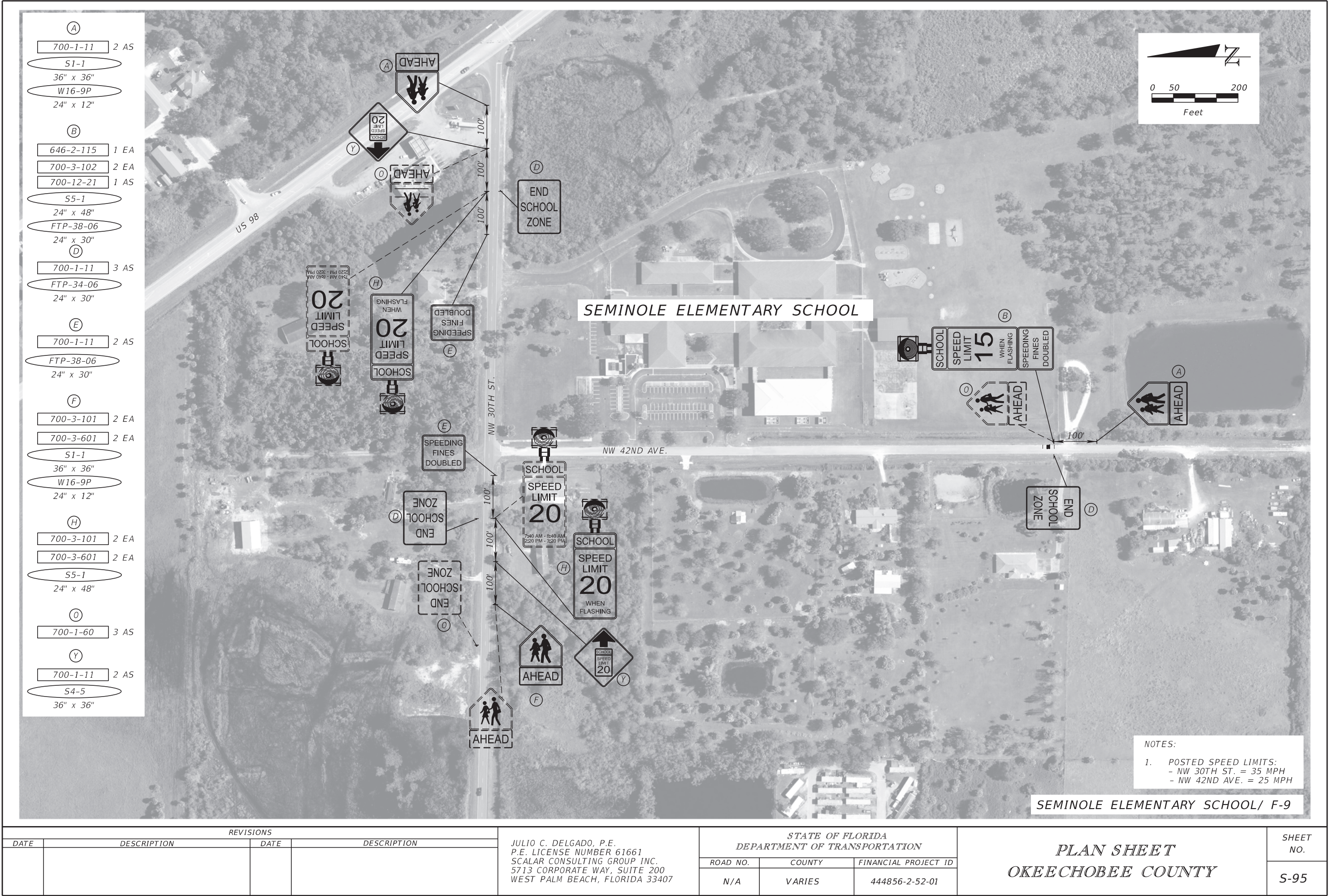


REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			S-93	
					N/A	VARIES	444856-2-52-01				



REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			S-94	
					N/A	VARIES	444856-2-52-01				

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				JULIO C. DELGADO, P.E. P.E. LICENSE NUMBER 61661 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET OKEECHOBEE COUNTY		SHEET NO.	
DATE	DESCRIPTION		DATE		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			S-95	
					N/A	VARIES	444856-2-52-01				



City of Okeechobee

Memo

Date: for July 6 meeting

TO: Mayor and City Council
FR: Gary Ritter, City Administrator and India Riedel, Finance Director
RE: **PRM Group Health Insurance**

The City's current premium structure for plan 0727:

Employee Only	\$ 888.98	Empl & Spouse	\$2,219.37
Empl & child(ren)	\$1,774.66	Empl Family	\$2,830.85

The City's claim experience based on the lookback period for rates continues to be stable. The medical claims this year (so far this year) did not include any large claims (i.e. \$150,000 or more) which can severely impact an entity our size.

With the application of the City's claims experience rating, the renewal premium for FY 2021-2022 is at 5.4% increase, which is slightly higher as compared to the PRM Group of 4.4%. The fiscal impact based on the number of employees equates to a \$34,175.16 for the renewal.

The City is continuing to take a long term approach regarding the health of its employees by continuing the current benefits including the Clinic.

Current PPO plan, 0727

	Premium	City Cost Per Employee per Month	Deduction per Employee Pay Check
Employee Only	\$937.25	\$937.25	\$0.00
Add'l for Spouse	\$1,402.63	\$150.00	\$578.14
Add'l for Child (ern)	\$933.77	\$150.00	\$361.74
Add'l for Family	\$2,047.31	\$150.00	\$875.69

Affordable Care Act option, 05901

	Premium	City Cost Per Employee per Month	Deduction per Employee Pay Check
Employee Only	\$737.50	\$737.50	\$0.00
Add'l for Spouse	\$1,103.67	\$150.00	\$440.16
Add'l for Child (ern)	\$734.68	\$150.00	\$269.85
Add'l for Family	\$1,610.92	\$150.00	\$674.27

Product	BlueChoice	BlueOptions
Segment	Large Group	Large Group
Plan Family	PPO	PPO
Plan Number	0727	05901
Cost Sharing - Member's Responsibility		
Deductible (DED) (Per Person/Family Aggregate)	Embedded	Non-Embedded
In-Network	\$500 / \$1,500	\$2,000 / NA
Out-of-Network	Combined with In-Network	\$6,000 / NA
Coinsurance (Member pays)		
In-Network	20%	50%
Out-of-Network	40%	50%
Out of Pocket Maximum (Per Person/Family Aggregate)	(Includes Ded/Coins/Copays/Rx)	(Includes Ded/Coins/Copays/Rx)
In-Network	\$1,500 / \$4,500	\$6,350 / \$12,700
Out-of-Network	Combined with In-Network	\$12,800 / \$25,600
Medical / Surgical Care by a Physician		
Virtual Visits		
In-Network Family Physician	\$15 Copayment	\$35 Copayment
In-Network Specialist	\$15 Copayment	\$75 Copayment
Out-of-Network	Not Covered	Not Covered
Office Services		
In-Network Family Physician	\$15 Copayment	\$35 Copayment
In-Network Specialist	\$15 Copayment	\$75 Copayment
Out-of-Network	DED + 40%	DED + 50%
Allergy Injections (Office)		
In-Network Family Physician	\$5 Copayment	\$10 Copayment
In-Network Specialist	\$5 Copayment	\$10 Copayment
Out-of-Network	DED + 40%	DED + 50%
Maternity Office Services		
In-Network Family Physician	\$15 Copayment	\$35 Copayment
In-Network Specialist	\$15 Copayment	\$75 Copayment
Out-of-Network	DED + 40%	DED + 50%
Convenient Care Center		
In-Network	\$15 Copayment	\$35 Copayment
Out-of-Network	DED + 40%	DED + 50%
Physician Services at Hospital		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	INN DED + 50%
Radiology, Pathology and Anesthesiology Provider Services at Hospital		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 20%	INN DED + 50%
Radiology, Pathology and Anesthesiology Provider Services at ASC		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	INN Ded + 50%

Product	BlueChoice	BlueOptions
Segment	Large Group	Large Group
Plan Family	PPO	PPO
Plan Number	0727	05901
Physician Services at Locations other than Office, Hospital and ER		
In-Network Family Physician	DED + 20%	DED + 50%
In-Network Specialist	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Preventive Services-Adult & Child Wellness Services		
Office Services		
In-Network Family Physician	\$0 Copayment	\$0 Copayment
In-Network Specialist	\$0 Copayment	\$0 Copayment
Out-of-Network	40%	50%
Independent Clinical Laboratory		
In-Network	\$0 Copayment	\$0 Copayment
Out-of-Network	40%	50%
Mammograms		
In-Network	\$0 Copayment	\$0 Copayment
Out-of-Network	\$0 Copayment	\$0 Copayment
Colonoscopies (Routine Only)		
In-Network	\$0 Copayment	\$0 Copayment
Out-of-Network	40%	\$0 Copayment
Medical / Surgical Care at a Facility		
Ambulatory Surgical Center (ASC)		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Inpatient Hospital Facility (per admit)		
In-Network	DED + 20%	Option 1: \$2,000 Copayment
		Option 2: \$3,000 Copayment
Out-of-Network	\$300 PAD + DED + 40%	DED + 50%
Inpatient Rehabilitation Benefit Maximum	30 Days PBP (Combined INN & OON)	30 Days PBP (Combined INN & OON)
Outpatient Hospital Facility (per visit)		
In-Network	DED + 20%	Option 1: \$300 Copayment
		Option 2: \$400 Copayment
Out-of-Network	DED + 40%	DED + 50%
Emergency and Urgent Care		
Emergency Room Facility (per visit)		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 20%	INN DED + 50%
Physician Services at ER		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 20%	INN DED + 50%
Urgent Care Centers		
In-Network	\$15 Copayment	\$75 Copayment
Out-of-Network	\$15 Copayment	\$75 Copayment
Ambulance		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 20%	INN DED + 50%


Product	BlueChoice	BlueOptions
Segment	Large Group	Large Group
Plan Family	PPO	PPO
Plan Number	0727	05901
Diagnostic Testing (e.g., Lab, x-ray)		
Physician Office		
In-Network Family Physician	\$15 Copayment	\$35 Copayment
In-Network Specialist	\$15 Copayment	\$75 Copayment
Out-of-Network	DED + 40%	DED + 50%
Independent Clinical Laboratory		
In-Network	20%	\$0 Copayment
Out-of-Network	40%	DED + 50%
Independent Diagnostic Testing Center		
In-Network	\$15 Copayment	\$50 Copayment
Out-of-Network	DED + 40%	DED + 50%
Outpatient Hospital Facility		
In-Network	DED + 20%	Option 1: \$300 Copayment
		Option 2: DED + 20%
Out-of-Network	DED + 40%	DED + 50%
Advanced Imaging (AIS) (MRI, MRA, PET, CT & Nuclear Medicine)		
Physician Office		
In-Network Family Physician	\$15 Copayment	DED + COINS
In-Network Specialist	\$15 Copayment	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Independent Diagnostic Testing Center		
In-Network	\$15 Copayment	\$200 Copayment
Out-of-Network	DED + 40%	DED + 50%
Outpatient Hospital Facility		
In-Network	DED + 20%	Option 1: \$300 Copayment
		Option 2: \$400 Copayment
Out-of-Network	DED + 40%	DED + 50%
Outpatient Therapy		
Physician Office		
In-Network Family Physician	\$15 Copayment	\$35 Copayment
In-Network Specialist	\$15 Copayment	\$75 Copayment
Out-of-Network	DED + 40%	DED + 50%
Benefit Maximums	54 Days PBP (Including 26 spinal manipulations)	35 Visits PBP (Including 26 Spinal Manipulations)
Outpatient Rehabilitation Facility		
In-Network	DED + 20%	\$75 Copayment
Out-of-Network	DED + 40%	DED + 50%
Outpatient Hospital Facility		
In-Network	DED + 20%	Option 1: \$80 Copayment
		Option 2: \$90 Copayment
Out-of-Network	DED + 40%	DED + 50%

Product	BlueChoice	BlueOptions
Segment	Large Group	Large Group
Plan Family	PPO	PPO
Plan Number	0727	05901
Mental Health & Substance Abuse Services		
Physician Office		
In-Network Family Physician	\$15 Copayment	\$35 Copayment
In-Network Specialist	\$15 Copayment	\$75 Copayment
Out-of-Network	DED + 40%	50%
Inpatient Hospital Facility		
In-Network	DED + 20%	Option 1: \$2000 Copay
		Option 2: \$3000 Copay
Out-of-Network	\$300 PAD + DED + 40%	50%
Benefit Maximums	30 Days PBP Combined INN and OON	
Outpatient Hospital Facility		
In-Network	DED + 20%	Option 1: \$300 Copay
		Option 2: \$400 Copay
Out-of-Network	DED + 40%	50%
Emergency Room Facility(per visit)		
In-Network	DED + 20%	DED + 20%
Out-of-Network	DED + 20%	INN DED + 50%
Physician Services at Hospital		
In-Network	DED + 20%	\$0 Copayment
Out-of-Network	DED + 20%	\$0 Copayment
Physician Services at ER		
In-Network	DED + 20%	\$0 Copayment
Out-of-Network	DED + 20%	\$0 Copayment
Physician Services at Locations other than Office, Hospital and ER		
In-Network Family Physician	DED + 20%	DED + 50%
In-Network Specialist	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Other Special Services and Locations		
Durable Medical Equipment (Including Orthotics & Prosthetics)		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Skilled Nursing Facility		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Benefit Maximums	60 Days PBP	60 Days PBP
Home Health Care		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Benefit Maximums	20 Visits PBP	20 Visits PBP

Product	BlueChoice	BlueOptions
Segment	Large Group	Large Group
Plan Family	PPO	PPO
Plan Number	0727	05901
Hospice		
In-Network	DED + 20%	DED + 50%
Out-of-Network	DED + 40%	DED + 50%
Prescription Drugs		
In-Network		
- Retail		
Generic/Brand/Non-Preferred	\$5 / \$35 / \$35	\$10 / \$60 / \$100 / \$120
- Mail Order		
Generic/Brand/Non-Preferred	\$10 / \$70 / \$70	\$30 / \$180 / \$300 /\$360
Out-of-Network		
- Retail		
Generic/Brand/Non-Preferred	50% of allowance	50% of allowance
- Mail Order		
Generic/Brand/Non-Preferred	50% of allowance	50% of allowance
Additional Enhancements		
Infertility: Assisted Reproductive Therapy Coverage (LTM)		
In-Network or Out of Network	\$20,000 LTM	Not Covered
Telemedicine (Teladoc)		
Standard Telemedicine (includes General Medicine/ Dermatology/Behavioral Health)		
In-Network	Visits 5+: \$15 Copayment	Visits 5+: \$35 Copayment
Out-of-Network	Not Covered	Not Covered
Hearing Aid		
(1x every 36 months; \$500 allowance 1st hearing aid; \$300 allowance 2nd hearing aid, once every 3 years)		
In-Network		Not Covered
Out-of-Network	Covered up to Allowance	Not Covered
Acupuncture		
24 visits \$75 cap per visit	Covered	Not Covered
Confidential & Proprietary		
© 2012 Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.		

Memo

Exhibit 11
7/6/2021

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director 
Date: 6/24/2021
Re: Public Works request for disposal of obsolete or surplus equipment

The Public Works Department is requesting permission to dispose of a 1998 custom made airboat. The airboat is surplus and is no longer used in normal operations of the Public Works Department.

As with other surplus equipment in the past, the Airboat will be sold at auction using Govdeals.com.



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 06/22/2021

Department requesting item to be sold:

☐ Police ☐ Fire ☒ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: #02220

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: No Longer Needed

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Trailer ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☒ Marine / Boat ☐ Office Equipment ☐ Tractor
☐ Vehicle ☐ Generic: _____

Make/Brand: Homemade Notes: _____

Model: _____

Year: 1998 AIRBOAT

Serial Number: FLZW9663F898

Current Condition: Good

Estimated Value at Time of Acquisition: \$ 4,500.00

Estimated Value at Current Date: \$ 12,000.00

I hereby request approval to dispose of the above listed item/s via:

☒ GovDeals.com Auction Site ☐ Other: _____

T. D. H.
Department Head

6-23-21
Date submitted

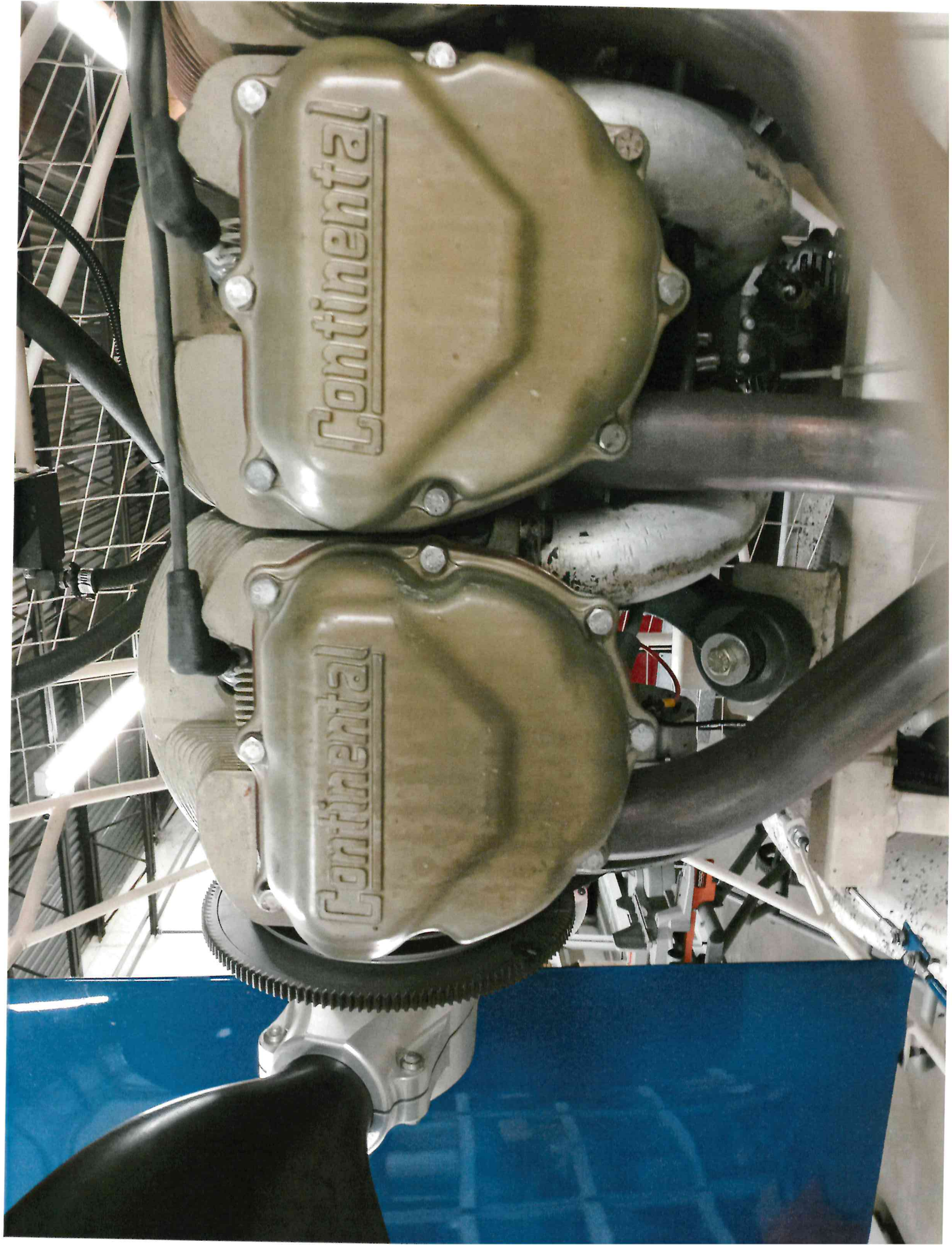
Approved this 24 day of JUNE 20 21 by [Signature]
City Administrator

Marine-Boat Inspection Form

Inventory ID:	Asset Number: 02220	Fair Market Value:
Short Description: Year 1998 Make Custom Made Model		
Long Description: <input checked="" type="checkbox"/> Starts & <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs New Battery to Run <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Serial # FLZW9663F898 Trailer Included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Hour Meter: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Hour Meter Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: Length: 13' Width: 7.25' Draft:		
Engine Manufacture: Continental Horsepower: 0470 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine # of Engines: 1 Engine Serial #'s & Engine Type: <input type="checkbox"/> Inboard <input type="checkbox"/> Outboard & <input type="checkbox"/> 2 Stroke <input type="checkbox"/> 4 Stroke Engine Model Year if Outboard: Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is Unknown Fuel Tank Size: 30 gal. Repairs needed: NONE		
Propeller Material/Condition: Great Engine Maintained every: <input type="checkbox"/> Days <input type="checkbox"/> Hours Date Removed From Service: June 1, 2021 Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Exterior: Hull Material: <input checked="" type="checkbox"/> Fiberglass <input type="checkbox"/> Aluminum <input type="checkbox"/> Wood <input type="checkbox"/> Other Big O' Hull Minor: <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings Windows: <input type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Major Damage to: Additional Damage: Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input checked="" type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input checked="" type="checkbox"/> There are no holes		
Interior: Color White/Blue Specks # of Passengers 3 Damage to Seats: NONE Damage to Dash/Floor: NONE Radio: <input type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model:		
Trailer: Manufacturer: Custom Made Serial #/ VIN: Trailer Condition: Great Road Worthy: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Type of Hitch: Trailer Capacity:		
Additional Equipment: Propeller Manufacturer Whirl Wind Model Serial # 72" prop blades		
Location of Asset: 500 NW 11th Ave, Okeechobee, FL 34974 For more information contact: David Allen 863-763-3926 Ext. 9790 Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



FL 8113 JU



City of Okeechobee

Exhibit 12
7/6/2021



Police Department

MEMORANDUM

TO: City Administrator
Mayor Watford and City Council

FROM: Police Assistant Chief D. Hagan

RE: July 6, 2021, Agenda Item
Okeechobee Christian Academy
SRO Contract 2021/2022

DATE: June 24, 2021

Please consider a motion to Approve 2021/22 school year SRO contract agreement with the Okeechobee Christian Academy.
Attached you will find the total cost breakdown with an estimated 3% COLA increase over last years cost and an estimated increase to health insurance.

Sincerely, 
Assistant Chief Hagan

AGREEMENT BETWEEN
THE OKEECHOBEE CHRISTIAN ACADEMY INC.
OKEECHOBEE COUNTY, FLORIDA
AND
THE CITY OF OKEECHOBEE FLORIDA AND POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)

THIS AGREEMENT, made and entered into this _____ day of _____ 2021, by and between THE OKEECHOBEE CHRISTIAN ACADEMY INC., 701 S. Parrott Avenue, OKEECHOBEE COUNTY, FLORIDA, (hereinafter referred to as the (OCA), and THE CITY OF OKEECHOBEE, FLORIDA, 55 SE 3rd Avenue, Okeechobee, Florida, (hereinafter referred to as the CITY);

BACKGROUND

1. The OCA, the CITY and the Police Chief desire to provide law enforcement, and law-related educational service programs to OCA, as defined in F.S. 1006.12. While it is recognized that OCA is a private Christian school and not subject to the provisions of this statute and the SRO program, as hereafter set forth, the parties have agreed to enter into this Agreement to provide SRO services at OCA, by mirroring the existing SRO program, and the provisions of F.S. 1006.12.
2. A SRO Program has been established for the school system of Okeechobee County, Florida by agreement between the School Board and local law enforcement agencies, as hereinafter described; and
3. The OCA and the CITY recognize the potential outstanding benefits of the SRO Program, and particularly to the students of OCA, in the same manner as students attending public school.
4. In June 2020, the Okeechobee City Council approved the establishment of a SRO position at OCA and entered into an agreement with OCA for a one year term to provide SRO services.
5. This Agreement continues that program for another year.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the OCA, the CITY and Police Chief do hereby agree as follows:

ARTICLE I: TERM

This Agreement is for a 1 year term commencing on July 1, 2021 through June 30, 2022,

which may be extended or modified by mutual agreement of the parties.

ARTICLE II: RRESPONSIBILITIES OF THE POLICE CHIEF OR HIS DESIGNEE

The Police Chief or his designee shall provide the School Resource Officer as follows. The existing SRO Program in and for public schools is being administered by the Okeechobee City Police Department and the Office of Sheriff, Okeechobee County, via a mutual aid agreement, which shares certain law enforcement duties and activities, as well as the SRO program. Through his Agreement, the CITY shall continue to administer the SRO program in substantial conformance with the SRO program established in public school system, appoint a certified law enforcement officer to so act, and work with OCA in a substantially similar manner as the interactions of the SRO in the public school system.

ARTICLE III: PAYMENT TO THE CITY

A. Each year prior to July 1st, the City will notify OCA of the quarterly payments for the upcoming year. For the term of this Agreement OCA shall pay the City quarterly payments beginning on July 1st as set forth in the attached **Exhibit A**. Failure of OCA to fully fund the SRO program shall constitute the basis for amendment or termination of this Agreement.

B. Should there exist a local or state mandated school closure, due to a formally declared state or local emergency, which would cause 30 or more consecutive days of school closure, the quarterly payment due to the CITY may be proportionately reduced based on the number of days of school closure in any given quarter. On an annual basis, the cumulative reductions may not exceed the sum of \$20,000.

ARTICLE IV: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

School Resource Officers shall remain and be employees of the CITY POLICE DEPARTMENT and shall not be employees of the OCA. OCA hereby acknowledges that the SRO shall act and respond in strict accordance with the chain of command of the CITY POLICE DEPARTMENT, subject however to any written policies jointly reviewed and agreed upon by the OCA and Police Chief.

ARTICLE V: INSURANCE

A. OCA shall at its sole cost and expense, procure and maintain throughout the term of this agreement, comprehensive general liability insurance policy, excluding workman's compensation, in a minimum sum of not less than three million dollars combined single limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of such insurance generated and executed by a licensed insurance agent or broker and, naming the

CITY, its officers agents and employees as additional insureds under the policy, as well as furnishing the City a certified copy of said insurance policies. Certificates of insurance and a certified copy of these insurance policies must accompany this signed contract.

- B. Required insurance provided by OCA shall be considered as primary insurance over and above any other insurance or self-insurance available to the CITY, and that any other insurance or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage provided by OCA as required herein.
- C. If the policy is cancelled or not renewed, OCA shall provide the CITY thirty (30) days advance notice. Nothing herein shall be construed as a waiver of sovereign immunity under 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE VI: INDEMNITY

- A. OCA shall defend, indemnify and hold harmless the CITY, and all CITY officers, agents and employees from, and against, all claims, liability and expense, including but not limited to reasonable costs, collection expenses, attorney's fees, and court costs, which may arise because of negligence, whether active or passive, misconduct or other fault, in whole or in part, whether joint, concurrent or contributing of OCA, its officers, agents or employees in the performance or non-performance of its obligations under this agreement. OCA recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this consent and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of this indemnification, legal defense, and hold harmless contractual obligation in accordance with the laws of the State of Florida.
- B. This Article VI shall survive the termination of this Agreement. Compliance with any insurance regulation required elsewhere in this agreement shall not relieve OCA of its obligation to defend, hold harmless, and indemnify the CITY as set forth in this article of the agreement.

ARTICLE VII: TERMINATION OF AGREEMENT

This Agreement may be considered for renewal by the City Council, on an annual basis, upon notice to the City by May 1st of each year of OCA's intent to renew.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized office.

AS TO THE CITY:

ATTEST:

Dowling R. Watford, Jr., Mayor

Date: _____

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

AS TO THE OCA:

Name and Title

Date: _____

Okeechobee Christian Academy
Cost School Resource Officer Officer 2021-2022

Salary		\$	42,951.00
FICA & Medicare	7.65%	\$	3,285.75
Work Comp	4.43%	\$	1,902.73
Retirement-current year	6.40%	\$	2,748.86
Health Ins*	Annual Cost	\$	13,533.00
Life Ins-current year	Annual Cost	\$	477.00
LTD Ins-current year	Annual Cost	\$	182.58

Over-time	200	\$	5,899.86
OT FICA	7.65%	\$	451.34
OT Retirement	6.40%	\$	377.59

Education		\$	900.00
Travel		\$	600.00
Uniforms		\$	600.00
Cell Phone		\$	600.00
Email/software		\$	45.00
Fuel		\$	2,730.00
Maintenance of Veh		\$	250.00
		\$	77,534.72

Quarterly payment		\$	19,383.68
--------------------------	--	----	------------------

Commercial Contract



1* 1. PARTIES AND PROPERTY: TAYMER PROPERTIES, LLC ("Buyer")

2* agrees to buy and CITY OF OKEECHOBEE ("Seller")

3* agrees to sell the property as: Street Address: NE 12TH STREET, OKEECHOBEE, FL 34974

4* PARCEL ID # 3-15-37-35-0020-00000-017A and PARCEL ID # 3-15-37-35-0020-00000-017B

5* Legal Description: _____

6* _____

7* and the following Personal Property: TO BE DETERMINED.

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 130,000.00

11* (a) Deposit held in escrow by _____ \$ 13,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: _____ Phone: _____

14* (b) Additional deposit to be made to Escrow Agent within 3 days after Effective Date after conclusion of Permitting Period \$ 2,000.00

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 115,000.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before JUNE 21, 2021, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on SEE LINE 318 - PAGE 7 OF 8 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in OKEECHOBEE County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment
43* or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45* _____.
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
65* deed ☐ other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____;

69* _____;
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as _____.

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and
74* within 15 days ☒ after Effective Date ☐ or at least _____ days before Closing Date deliver to **Buyer** (check one)
75* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 (b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 45 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.) **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 90 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final “walk-through” inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148* materially affect the Property or Buyer’s intended use of the Property will be permitted ☒ only with Buyer’s consent
149* ☐ without Buyer’s consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer’s attorneys’ fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller’s attorneys’ fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic’s lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer’s lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant’s lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year’s tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a “foreign person” as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211* complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 **(d) Energy-Efficiency Rating Information:** **Buyer** acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear
254 the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**.
255 Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller**
256 will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any
257 insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such
258 proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the
259 **Buyer**.

260 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
262 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
264 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with
265 and assist **Buyer** in collecting any such award.

266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is
267* not assignable ☒ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment
268 agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or
269 plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* **(a) Seller's Broker:** **NOT APPLICABLE**
281 _____ (Company Name) _____ (Licensee)
282* _____
283 _____ (Address, Telephone, Fax, E-mail)

284* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
285* by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

286* _____

287* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: COLLIERS INTERNATIONAL FLORIDA, LLC JAMEN STORMS & MICHAEL FALK,
289 (Company Name) (Licensee)
290* 901 NORTHPOINT PARKWAY, SUITE 109, WPB, FL 33407 jamen.storms@colliers.com michael.falk@colliers.com,
291 (Address, Telephone, Fax, E-mail)

292* who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ Seller's Broker ☐ Seller ☒ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294* BUYER BROKER TO BE PAID AT CLOSING A COMMISSION EQUAL TO SIX PERCENT (6%) OF THE TOTAL SALES PRICE

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305* <input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
306* <input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Buyer's Attorney Approval
307* <input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
308* <input type="checkbox"/> Seller Representations	<input type="checkbox"/> Seller Financing	<input type="checkbox"/> Other _____

309 **22. ADDITIONAL TERMS:**

310* Upon conclusion of the 90 day Due Diligence Period, Buyer shall have an additional 60 days to obtain such permits and approvals as Buyer requires.
Upon conclusion of the Due Diligence Period, Buyer shall deliver an additional \$2,000.00 earnest money deposit.

311* _____
312* Buyer shall be entitled to two 30 day extensions of the permitting/approval period. Upon notification to Seller that Buyer is extending the permitting/
approval period, Buyer shall deliver an additional earnest money deposit of \$1,500.00 for each 30 day extension.

313* _____
314* In the event that Buyer gives notice of termination of this Contract within either the Due Diligence or the permitting/approval period,
including extensions, Buyer shall be entitled to return of all earnest money deposits paid pursuant to this Contract.

315* _____

316* All deposits paid pursuant to this Contract shall be credited to Buyer at closing against the purchase price.

317* _____

318* Closing shall occur within 15 days of the expiration of the permitting/approval period, which permitting/approval period shall include the 2 additional extensions.

319* _____

320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* TAYMER PROPERTIES, LLC

Date: _____

339

340* THOMPSON D. FILLMER

Tax ID No: 59-1035928

341 (Typed or Printed Name of **Buyer**)

342* Title: MANAGER

Telephone: _____

343*

Date: _____

344 (Signature of **Buyer**)

345*

Tax ID No: _____

346 (Typed or Printed Name of **Buyer**)

347* Title: _____

Telephone: _____

348* **Buyer's** Address for purpose of notice: 101 SW 140TH TERRACE, SUITE A, NEWBERRY, FL 32669

349* Facsimile: _____

Email: _____

350*

Date: _____

351

352*

Tax ID No: _____

353 (Typed or Printed Name of **Seller**)

354* Title: _____

Telephone: _____

355*

Date: _____

356 (Signature of **Seller**)

357*

Tax ID No: _____

358 (Typed or Printed Name of **Seller**)

359* Title: _____

Telephone: _____

360* **Seller's** Address for purpose of notice: _____

361* Facsimile: _____

Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.